

ANNEX 2: PARTNERSHIP AGREEMENT

Please, send a signed and scanned copy of this document to Animal Production
and Health Division, FAO: Livestock-Partnership@fao.org

LIVESTOCK PARTNERSHIP AGREEMENT

I, [include name and surname] on behalf of [include name of organization] commit through this Agreement to contribute the amount of US\$[include amount, if any financial contribution] as a voluntary contribution to support the Livestock Partnership for three years from 2012 to 2015. Furthermore, I commit to make the following non-financial ("in-kind") contribution over the same period:

[describe the nature of the non-financial contribution, if any, e.g. number of expert days (including area of expertise and possibly names of experts), databases, software, facilities for meeting organization, reports, etc.]

I thereby commit to the continuous improvement of the livestock sector and to the goal of the Partnership, that is:

Improved environmental performance of the livestock sector, while considering economic and social viability.

I understand that the Partnership is based on the principles of equity and balance of constituencies. It will pursue the goals and objectives stated in the project document.

I understand that the Partnership relies on the spirit of mutual trust and open dialogue as well as on collaboration among multiple stakeholders for the achievement of its goals. I will commit to this spirit and shared values in any communication about the Partnership.

I understand that being a voluntary contributor to the Partnership does not constitute a formal partnership with the Food and Agriculture Organization of the United Nations (FAO) or allow me to represent the Organization under any circumstance. I also understand that this contribution does not imply that [name of organization] may claim to have an advantage position to influence the decisions to be taken in the framework of the Livestock Partnership work. Neither FAO nor any employee, subcontractor, agent or assignee of FAO shall be liable for any direct, indirect, incidental, special, or consequential damages of any kind whatsoever (including, without limitation, attorneys' fees and lost profits or savings) in any way due to, resulting from, or arising in connection with the participation in the Partnership.

By signing this Agreement I also confirm that I have read, understood and agreed with the general conditions included in the Annex 2A as well as the Special conditions listed in the Annex 2B.

Signature:

Title:

Date:

ANNEX 2A: GENERAL CONDITIONS

1. The Participants agree not to use in any press release, memo, report or other published disclosure related to this Agreement any of the other parties' name and logo without prior written agreement by the party concerned.
2. Intellectual property rights, in particular copyright of material to be used to carry out the activities under this Agreement shall remain with the originating party unless separately negotiated and agreed.
3. Nothing in this Agreement or in any document or arrangement relating thereto, shall be construed as constituting a waiver of privileges or immunities of FAO, nor as conferring any privileges or immunities of FAO to the other party or to its personnel.
4. The present Agreement and any document or arrangement relating thereto shall be governed by general principles of law to the exclusion of any single national system of law.
5. Any dispute between the Participants concerning the interpretation and the execution of this Agreement, or any document or arrangement relating thereto, shall be settled by negotiation between the Participants. If the dispute is not settled by negotiation between the Participants it shall, at the request of either Participant, be submitted to one conciliator. Should the Participants fail to reach agreement on the name of a sole conciliator, each Partner shall appoint one conciliator. The conciliation shall be carried out in accordance with the Conciliation Rules of the United Nations Commission on International Trade Law, as at present in force.
6. Any dispute between the Participants that is unresolved after conciliation shall, at the request of either Participants be settled by arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law, as at present in force. The arbitral tribunal shall have no authority to award punitive damages.

7. The conciliation or the arbitration proceedings shall be conducted in English.
8. The Participants may request conciliation during the execution of the Agreement and anyway not later than 12 months after the expiry or the termination of the Agreement. The Participants may request arbitration not later than 90 days after the termination of the conciliation proceedings.
9. Any arbitration award rendered in accordance with the provisions of this Article shall be final and binding on the Participants.

APPENDIX 2B: SPECIAL CONDITIONS

1. There is no minimum required contribution to join the Partnership.
2. Participant must respect the governance rules that the Partnership has established or may establish in the future through its Steering Committee (SC). Each participant will enjoy the same rights and exposure, regardless of the amount of its contribution.
3. Participants will enjoy the following benefits:
 - attendance at the meeting of all Participants;
 - become eligible to be a member of the Steering Committee;
 - have their name, logo and a link to their website in the Partnership's webpage (same size and relevance regardless of the amount of the contribution);
 - access to the Partnership's Core Work Programme outputs;