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Food
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des
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et
l'agriculture

Organización
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para la
Agricultura
y la
Alimentación

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**COMMISSION ON GENETIC RESOURCES FOR FOOD AND
AGRICULTURE**

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**MEMORANDUM OF UNDERSTANDING BETWEEN THE FOOD
AND AGRICULTURE ORGANIZATION OF THE UNITED
NATIONS (FAO) AND THE INTERNATIONAL PLANT GENETIC
RESOURCES INSTITUTE (IPGRI)**

The attached Memorandum of Understanding is made available for the information of the Commission. The agreement came into force on 6 November 2004.

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**MEMORANDUM OF UNDERSTANDING BETWEEN THE FOOD AND
AGRICULTURE ORGANIZATION OF THE UNITED NATIONS (FAO) AND THE
INTERNATIONAL PLANT GENETIC RESOURCES INSTITUTE (IPGRI)**

The Food and Agriculture Organization of the United Nations (“FAO”) and the International Plant Genetic Resources Institute (“IPGRI”), referred to in this Memorandum of Understanding jointly as “the Organizations,”

Recognizing the constitutional responsibility of FAO to provide a neutral forum where all nations can meet to discuss and formulate policy on major food and agriculture issues; provide independent advice on agricultural policy and planning; collect, analyze, interpret and disseminate information relating to nutrition, food, agriculture, forestry and fisheries; and give practical help in policy, legal and technical matters to developing countries, on request, through technical assistance projects;

Recognizing that FAO is an international inter-governmental forum where governments debate and decide a variety of policy, legal and technical issues relating to all aspects of genetic resources for food and agriculture and agricultural biodiversity;

Recognizing that IPGRI is an independent international organization with its own international legal personality, which is an integral part of the Consultative Group on International Agricultural Research (“CGIAR”) system, organized for scientific and educational purposes, with the aim of promoting, encouraging, supporting and engaging in activities to strengthen the conservation and sustainable use of genetic resources for food and agriculture and biodiversity worldwide, with a special emphasis on the needs of developing countries;

Recognizing that IPGRI also, on request, assists governments through the provision of scientific and technical advice, including for the implementation of such policy and legal issues;

Recognizing the coordinating role of IPGRI within the context of the CGIAR system-wide genetic resources programme and the Genetic Resources Policy Committee;

Recognizing the intergovernmental authority of the FAO Commission on Genetic Resources for Food and Agriculture and its importance as the appropriate institutional framework addressing international policy on all components of biodiversity of relevance to food and agriculture;

Recognizing the importance of the International Treaty on Plant Genetic Resources for Food and Agriculture, concluded under Article XIV of the FAO Constitution and which entered into force on 29 June 2004;

Noting that IPGRI and other International Agricultural Research Centres of the CGIAR system signed agreements with FAO in 1994, placing Collections of Plant Germplasm under the Auspices of FAO as part of the International Network of Ex Situ Collections, holding these materials in trust for the benefit of the international community, in particular the developing countries, under the policy guidance of the FAO Commission on Genetic Resources for Food and Agriculture;

Wishing to update and expand the Memorandum of Understanding between the Organizations signed in Rome on 21 September 1990 that provides a framework for dialogue and cooperation between the Organizations within their respective mandates, with a view to full complementarity of functions, avoiding overlaps and duplication of effort and ensuring cooperation for the benefit of both Organizations and for the ultimate benefit of all countries, particularly developing countries and countries with economies in transition;

Agree as follows:

ARTICLE I

Representation

1. The Director General of FAO shall appoint a representative (“the representative of FAO”), who shall be an ex officio, non-voting member of the IPGRI Board of Trustees and of its Executive Committee.

2. Each Organization shall invite the other Organization to participate, without the right to vote, in the deliberations of its governing bodies and of other bodies where matters of particular concern to the other Organization are considered, and in which it has indicated that it has an interest. Representatives of the Organization so invited shall be afforded every opportunity to present the Organization’s views on matters within the scope of its activities and mandate. In those areas where IPGRI plays a coordinating role in the CGIAR, FAO will contact IPGRI for a CGIAR-wide representation and response.

3. In this context, and subject to such arrangements as may be necessary to safeguard confidential matters, the Organizations shall cooperate in the preparation of official documents, by making available drafts of the relevant documents, and providing technical advice and input, where appropriate and feasible.

ARTICLE II

Consultation and Exchange of Information

1. In order to ensure consultation and exchange of information in respect to the fields of cooperation mentioned in Article III below, the Organizations shall:

(a) Regularly exchange information regarding their relevant activities and positions. They shall make appropriate arrangements for regular consultation on matters of common interest.

(b) Keep each other informed of their relevant activities and positions in other organizations and forums and, as appropriate, coordinate their positions.

(c) Hold an annual joint programming meeting, in order to seek synergies between the work programmes of the Organizations, as provided for in this Memorandum of Understanding. For each such meeting, the Organizations will prepare a document listing relevant ongoing activities with each other and other CGIAR Centres in the area of agricultural biodiversity and genetic resources.

2. The Director General of IPGRI and the representative of FAO shall consult and keep each other closely and fully informed at all stages of the preparation and implementation of their respective work programmes.

ARTICLE III

Fields of Cooperation

Cooperation under this Memorandum of Understanding shall include:

(a) The development of joint activities to address issues of mutual relevance, including coordinating and conducting joint studies and joint seminars and workshops related to aspects of the conservation and sustainable utilization of genetic resources for food and agriculture and biodiversity; such cooperation would also extend to activities in which IPGRI is playing a CGIAR-wide role;

(b) Contributions by IPGRI, when appropriate, to studies and the provision of technical advice to support processes within FAO forums, in particular the FAO Commission on Genetic Resources for Food and Agriculture, including for the preparation of reports on the state of the world's agricultural biodiversity and genetic resources, and the preparation of global plans of action, as well as their implementation and monitoring; such cooperation would extend to the provision by IPGRI of CGIAR-coordinated reports and contributions;

(c) Where appropriate, the coordination of databases, and the provision of access through their websites to the relevant information systems of the other Organization and, where appropriate, the coordinated development of such information systems, publications and news letters, and information standards and descriptor lists;

(d) The coordination or joint provision of technical assistance to developing countries and countries with economies in transition, including capacity building, on all aspects of the conservation and sustainable utilization of agricultural genetic resources and biodiversity;

(e) The provision for IPGRI to have access to FAO facilities in its member countries to implement activities in areas of mutual interest to the two Organizations.

ARTICLE IV

Joint programmes of work

1. In order to promote cooperation within the context of this Memorandum of Understanding, and in order to develop joint activities to address issues of mutual relevance, either Organization may propose joint projects aimed at specific objects of cooperation. Such joint programmes of work shall specify the respective responsibilities and financial obligations of the two Organizations, and specify any other sources of funds, as well as staffing responsibilities. In implementing such joint programmes of work, the Organizations may jointly agree on cooperation with other organizations and agencies, including funding agencies.

2. If agreed between the Organizations, such joint programmes of work will be serial numbered, signed by both Organizations and regarded as annexes to this Memorandum of Understanding.

3. Such joint programmes of work may be modified by the written mutual consent of the Organizations.

4. Where necessary within the context of agreed joint activities or programmes of work, either Organization may second staff to the other Organization, and make other administrative arrangements.

ARTICLE V

Financial implications

1. Any minor and ordinary expenditure relating to the implementation of this Memorandum of Understanding shall be borne by the respective Organization.

2. If the cooperation proposed by one of the Organizations to the other in accordance with this Memorandum of Understanding entails expenditure beyond minor and ordinary expenditures, the two Organizations shall consult to determine the availability of the resources required, the most equitable way of meeting such expenditure and, if resources are not available, the most appropriate ways to obtain the necessary resources. If necessary and if agreed by the two Organizations, they may jointly seek financial resources from donor institutions for their cooperation activities and joint programmes of work.

ARTICLE VI

Implementation of this Agreement

The Director-General of FAO and the Director General of IPGRI shall make the necessary arrangements for ensuring satisfactory implementation of this Memorandum of Understanding.

ARTICLE VII

Modification of the Memorandum of Understanding

This Memorandum of Understanding may be modified by the written mutual consent of the Organizations.

ARTICLE VIII

Termination

Either Organization may terminate this Memorandum of Understanding, subject to six months' written notice. The provisions of this Memorandum of Understanding shall remain in force beyond the date of its termination to the extent necessary to permit an orderly winding-up of activities and settlement of accounts between the two Organizations.

ARTICLE IX

Agreements with other Organizations

This Memorandum of Understanding is without prejudice to agreements concluded by either Organization with other organizations, as well as agreements concluded between IPGRI and FAO acting on behalf of the Governing Body of the International Treaty on Plant Genetic Resources for Food and Agriculture.

ARTICLE X

Entry into Force

This Memorandum of Understanding shall enter into force upon signature by authorized representatives of the two Organizations.