

Memorandum of Understanding

between

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

and

the Forum of Global Associations of Regions (FOGAR)

The Food and Agriculture Organization of the United Nations (hereafter referred to as “FAO”) having its headquarters in Rome, Italy, and the Forum of Global Associations of Regions (hereafter referred to as “FOGAR”), an organization representing regional public authorities, having its headquarters in Rennes, Brittany, France FAO, and FOGAR will hereafter jointly referred to as the “the Parties”):

Recognizing the unique contribution that regions can offer to development, in general, and the Millennium Development Goals in particular at local level, when using their multilateral channels;

Recalling that FOGAR was established in March 2007 on the occasion of the 1st International Convention for a Territorial Approach to Development organized in Marseille, France;

Recalling that on this occasion the “Declaration of the Regions on their participation in the governance of globalization” was signed with the three main lines of action, namely: making the voice of the regions heard in global bodies, organizing new rules for strategic governance including the substate tiers and encouraging cooperation between member regions;

Recalling that FOGAR is a forum of 17¹ geographical, thematic and cultural networks of regions from all continents;

Considering that FOGAR’s work programme for 2009-2010 will particularly focus on climate change and the situation of food and the regions;

¹ AIRF (Association Internationale des Régions Francophones), AEBR (Association of European Border Regions), CPMR (Conference of Peripheral Maritime Regions), CPMR Inter-Mediterranean Commission, CRECENEA (Comisión Regional de comercio Exterior del NorEste Argentino, Norte Grande Argentino, IT4ALL (Network of local authorities for the information society), Northern Forum (international Association of Regional Governments from the Arctic Region), Nrg4SD (Network of Regional Governments for Sustainable Development), OLAGI (Latin-American Organisation of Intermediate Governments, ZICOSUR (Integration Zone of West Central South America), Conference of Leaders of the European Union’s Outermost Regions, Association of Regions of Burkina Faso, Association of Provinces of Gabon, Association for Provincial Government of Indonesia. Association of Regions of the Kingdom of Morocco, Association of Regions of Senegal.

Considering that FAO officially launched its Decentralized Cooperation Programme (DCP) in 2002 following the signature of an agreement between FAO and the Italian Ministry of Foreign Affairs to mobilize social, human and financial resources of Italian local authorities in the fight against hunger. Since then, 28 cooperation agreements have been signed or are under negotiation with regions and local authorities from Belgium, France, Italy and Spain for the joint identification, formulation and implementation of projects in selected countries. The DCP currently includes 29 projects at various stages of implementation for a total budget of approximately USD 22 million. The DCP has also received support from central governments, NGOs and private industry;

The Parties have entered into the following Memorandum of Understanding (hereafter referred to as the “MoU”) to cooperate as set forth herein on a non-exclusive basis.

Article 1. Scope of Cooperation

The Parties agree to collaborate for the purpose of:

- furthering the mutual knowledge of the needs, priorities and methods of work of the regions in relation to development cooperation matters and, more in particular agricultural development;
- identifying, in a selected manner, partnerships between regions and FAO for agricultural development and food security activities in developing countries;
- exploring the possibility that CPMR (and, in future, FOGAR) act as a “clearing house” for arrangements involving FAO and the regions and standardizing FAO approaches, agreements and working methods with regions in the developed and developing countries (a joint procedure manual may be developed in the course of time);
- collaborating for the organization of expert consultations and conferences involving regions and other local governments in the area of agricultural development and food security.

Article 2. Areas of Cooperation.

1. All activities under the mandate of FAO in agriculture, forestry and fisheries could be identified for cooperation between FAO and FOGAR. Traditionally, the areas of FAO decentralized cooperation in support of agricultural development and food security have been:

- urban and peri-urban agriculture (including micro-gardens, horticulture, school linked gardens, nutrition programmes, food processing);
- urban forestry (including integrated management of the ecosystem, landscape and watershed, resulting in better protection of the city against floods and landslides);
- integrated water use management and supply; potable water, hygiene, sanitation and food production, including livestock feeding and irrigation;
- strengthening of local capacities, territorial development, management of public resources;
- improvement of agricultural production and productivity;
- diversification of crops and agricultural products;

- post-farm activities such as food processing, marketing techniques, farmers' associations and training.
- support to the development of food crops

In addition to the aforementioned areas, FOGAR and FAO could collaborate with respect to recent developments and trends observed at global level.

2. One such area could be the immediate and longer-term responses to be given to the food security crisis. In April 2008, the United Nations established the High-Level Task Force on the Global Food Crisis (HLTF) led by the Secretary-General of the United Nations, Ban Ki-moon with FAO's Director-General, Jacques Diouf, as its Vice-Chair.

The HLTF agreed on a Comprehensive Framework for Action (CFA) as a unified response to the food price crisis and a global strategy and action plan, which was presented at the Summit of the G8 Leaders in July 2008 in Hokkaido.

The CFA is rooted in a two-track approach, with Objective 1 being to improve access to food and nutrition support and take immediate steps to increase food availability through 2009; and with Objective 2 being to strengthen food and nutrition security in the longer run by addressing the underlying factors driving the food crisis.

Under Objective 1 of the CFA, FAO will focus on:

- (i) smallholder farmer food production boosted through the USD 1.7 billion appeal for the Initiative on Soaring Food Prices (ISFP), launched in December 2007;
- (ii) trade and tax policy adjusted;
- (iii) global information and monitoring systems strengthened immediately.

Under Objective 2, the contributions by FAO will be on:

- (i) smallholder farmer food production growth sustained;
- (ii) international food markets improved;
- (iii) international biofuel consensus to be developed.

FOGAR and FAO may therefore cooperate to include regional and subnational inputs and partnerships within the CFA twin-track approach (immediate and longer-term responses) to adjust policy initiatives and programme food facilities at national, regional and subnational levels.

FAO will invite FOGAR to meetings and expert consultations to voice the activities and the role that regions have in tackling the problem

Field based reviews in a selected number of countries, taking advantage of the FOGAR knowledge of activities of regions, could be undertaken to propose adjustment.

3. Another possible additional subject for cooperation between FOGAR and FAO, could be the support, in collaboration with organizations, for example, the Intergovernmental Organization for Migration (IOM), of co-development initiatives

originating from migrant communities in Organisation for Economic Co-operation and Development (OECD) countries in order to:

- identify agricultural activities and productive investments in the countries of origin with the engagement of migrant communities living in the host OECD through their acquired skills and remittances;
- promote partnerships with regions in OECD countries to mobilize human, financial and social resources also from central governments, non-governmental organizations (NGOs), the private sector, to improve food security in the countries of origin

Article 3. Annual Plan of Action

The activities to be implemented by the Parties under this MoU are subject to decisions of their respective governing bodies and their respective applicable regulations, rules, policies and procedures.

A Joint Working Group (JWG) will be responsible to elaborate a first FAO/FOGAR Annual Plan of Action, containing a set of concrete initiatives.

On an indicative basis, Annual Plans of Action will include activities at the international level, for example, a programme to disseminate possibilities of cooperation between regions from the developed and developing countries in the area of agriculture and food security.

At country level, the JWG may promote, identify and formulate initiatives aimed at involving largely, regions in the north and south to establish decentralized development partnerships for agricultural development and food security, falling under the UN Millennium Development Goals.

The initiatives will be promoted in priority according to FOGAR member regions' geographical priorities. Utmost efforts can be made to seek synergies with the European Union's external actions, including both neighbourhood policy and relations between the European Union and other regions such as: the Mediterranean, Latin America, the Indian Ocean, the Caribbean, and Sub-Saharan Africa.

Article 4. Administrative and financial aspects

Management and specific arrangements for FAO/FOGAR initiatives shall be reflected in ad hoc agreements and determined in accordance with the respective regulations, rules, policies and procedures of the Parties

FAO/FOGAR initiatives must specify eventual costs of activities and the sources of their financial support. It is intended that different donors can support the initiatives, including donors mobilized by FAO and FOGAR, specific regions, the European Union and others. Arrangements for the financing of such activities shall be agreed, specifying

the costs or expenses relating to the activity and how they are to be borne by the parties or other donors.

Any resource mobilization by the Parties, in connection with this MoU, shall be carried out in an agreement with the other Party. In particular, neither party shall use the name or emblem of the other Party in connection with this MoU or otherwise without the express written approval of the other Party.

The Field Programme Development Service (TCAP) of the Policy Assistance and Resources Mobilization Division of FAO (TCA) will be the FAO focal point for FOGAR, and the FOGAR headquarters secretariat will be the focal point for FAO.

Article 5. Privileges and Immunities

Nothing in this MoU 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 FOGAR or to its personnel.

Article 6. Applicable law and dispute settlement

Any amendment or addition to this MoU shall be agreed by the Parties in writing.

This MoU, and any dispute relating thereto, shall be governed by general principles of law, to the exclusion of any national system of law.

Any dispute between FOGAR and FAO relating to the interpretation or application of this MoU, or any document or arrangement relating thereto, shall be resolved by mutual negotiation between the Parties. Should FOGAR and FAO be unable to reach an agreed solution to the dispute or some other settlement, the matter shall be decided by arbitration in accordance with the approved rules of arbitration of the United Nations Commission on International Trade Law (UNCITRAL) currently in force. The arbitral decision or award shall be final and binding to both Parties.

Article 6. Applicable law and dispute settlement

This MoU, 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.

Any dispute between FOGAR and FAO arising out of the interpretation or execution of this MoU, or any document or arrangement relating thereto, shall be settled by negotiation and mutual agreement. Should FOGAR and FAO be unable to reach an agreed solution on any question in the dispute or on a mode of settlement other than arbitration, either Party shall have the right to request arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL) currently in force. FAO and FOGAR agree to be bound by any arbitration award rendered in accordance with this Article as the final adjudication of any such dispute.

Article 7. Amendments, entry into force and duration

Any amendment or addition to this MoU shall be agreed by the Parties in writing.

The present MoU, drawn up in English, shall enter into force upon signature by both Parties. It shall have an initial duration of three (3) years, after which it shall be tacitly renewed for further periods of three (3) years, under the same terms and conditions, unless one party communicates its withdrawal to the other party in writing, to be sent, also by facsimile or electronic mail and confirmed by registered post, at least three (3) months prior to the expiry of the initial duration or of any subsequent period of renewal. In this event, the Parties will agree on measures required for the orderly conclusion of ongoing activities.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties affix their signatures below:

On behalf of the Forum of Global
Associations of Regions (FOGAR)

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

President
Florence,)