



WP Council 336/23

06 September 2023
Original: English

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International Coffee Council
136th Session
28 and 29 September 2023
Bengaluru, India

**Memorandum of Understanding between
the International Coffee Organization, the
International Trade Centre and the Centre
for Circular Economy in Coffee (C4CEC)**

Background

1. This document contains a copy of the draft Memorandum of Understanding (MoU) between the International Coffee Organization (ICO), the International Trade Centre (ITC) and the Centre for Circular Economy in Coffee (C4CEC).
2. By way of this MoU, the Parties undertake to co-create, collect and disseminate know-how related to the circular economy in order to achieve a more sustainable coffee sector.

Action

The Council is requested to consider and, if appropriate, to approve the attached Memorandum of Understanding between the ICO, ITC and C4CEC.



Memorandum of Understanding

between

The International Trade Centre

and

Centre for Circular Economy in Coffee (C4CEC)

and

International Coffee Organization (ICO)

Memorandum of Understanding

between

The International Trade Centre
(ITC Reference L23-254)

and

Centre for Circular Economy in Coffee (C4CEC)

and

International Coffee Organization (ICO)

WHEREAS the International Trade Centre (hereinafter referred to as “ITC”), with Headquarters in Geneva, Switzerland, the development partner for trade success, is the joint technical cooperation agency of the World Trade Organization and the United Nations;

WHEREAS ITC, in its aim to contribute to the achievement of the goals of the United Nations 2030 Agenda for Sustainable Development, generates sustainable incomes and livelihoods especially for poor households, by connecting enterprises to regional and global markets and enables small business trade success in developing and transition countries by providing, with partners, inclusive and sustainable trade development solutions to the private sector, trade and investment support institutions (TISIs) and policymakers;

WHEREAS ITC aspires to hold up the values of vision, integrity, excellence, pragmatism and responsiveness;

WHEREAS ITC is leveraging its strategic objectives which are: building awareness and improving the availability and use of trade intelligence; strengthening TISIs; enhancing policies for the benefit of exporting enterprises; building the export capacity of enterprises to respond to market opportunities; mainstreaming inclusiveness and sustainability into trade promotion and export development policies;

WHEREAS ITC’s Alliances for Action (A4A) initiative establishes a network that transforms food systems and advances the Sustainable Development Goals through producer partnerships that cultivate ethical, climate smart, sustainable agricultural value chains. A4A aims at achieving resilience and growth for farmers and MSMEs through more mindful and responsible trade, production and consumption systems and improved opportunities to compete on a global market. This includes building strength and competitiveness of MSMEs and enabling sustainable market linkages and value addition. In the long term, this will serve to incentivize and engage more youth and women at all sector levels;

WHEREAS ITC’s Coffee Guide Network initiative comprises coffee experts from across the global coffee community, housed by the International Trade Centre’s (ITC) A4A programme. The Coffee Network was formed through a unique collaborative effort to pool knowledge and experience for the fourth edition of ITC’s

Coffee Guide. Since its release in October 2021, this ground-breaking publication has garnered overwhelming approval from the coffee industry at large. With over 22,000 downloads to date, it stands as the top publication produced by ITC;

WHEREAS The International Coffee Organization (hereinafter referred to as "ICO") is the intergovernmental organization for coffee, that was set up in London in 1963 under the auspices of the United Nations bringing together exporting and importing Governments, by the International Coffee Agreement to tackle the challenges facing the world coffee sector through international cooperation;

WHEREAS ICO's mission is to strengthen the global coffee sector and promote its sustainable expansion in a market-based environment for the betterment of all participants in the coffee sector because of the great economic importance of coffee;

WHEREAS the ICO provides a unique forum for dialogue among governments, the private sector, development partners, civil society and all coffee stakeholders to tackle the challenges and nurture opportunities for the world coffee sector and has set up the Coffee Public-Private Task Force (CPPTF), a partnership model where leading private sector companies and organizations and ICO Member governments work together to build consensus on priority issues and take joint actions;

WHEREAS the ICO collects and compiles independent official statistics on coffee production, trade and consumption, supports the development and funding of technical cooperation projects and public-private partnerships, and promotes sustainability and coffee consumption;

WHEREAS The Center for Circular Economy in Coffee (hereinafter referred to as "C4CEC"), with headquarters in Turin, Italy, is a precompetitive open-source platform for enhancing Circular Economy in the coffee sector with funding from Lavazza Foundation. This Center is a hub funded by Lavazza Foundation, PoliTo and Unisg and supported by ICO and ITC, with the ambition and objective to collect and share all good practices, solutions, studies and practical information about circular economy as applied to the coffee value chain, from the coffee farming to the consumption and end of life;

WHEREAS ITC, ICO and C4CEC have been collaborating in the framework of the ITC Coffee Guide Network activities and related workstreams, as well as within the ICO Coffee Public-Private Task Force and other ICO public-private cooperation mechanisms;

NOW, THEREFORE, ITC, C4CEC and ICO (hereinafter collectively referred to as the "Parties", and each individually as a "Party") have agreed to the following:

ARTICLE 1. PURPOSE

The purpose of this Memorandum of Understanding (hereinafter referred to as "MOU") is to collaborate in co-creating, collecting and adapting know-how related to the Circular Economy in the coffee sector and making it available to MSMEs, Value Chain Operators, Farmers and farmers Organizations, Traders, Roasters, Retailers Farmer Organizations and Consumers in order to achieve a more sustainable sector for all. The knowledge sharing and convening shall also support institutions, including associations, universities, and research institutions, policymakers and government bodies. This collaboration aims to improve to improve sustainability practices and to connect experts and practitioners by contributing to the circular economy application acceleration in the coffee sector building on the partnerships established through the ITC and ICO's Networks and initiatives.

ARTICLE 2. AREAS OF COOPERATION

1. Subject to the availability of funds, the Parties' respective strategic frameworks and priorities, and without prejudice to the necessary approvals required pursuant to the Parties' internal regulations and rules in effect at the time of the planned implementation, the Parties' cooperation will be related to the identification, co-creation, connection, dissemination, promotion and implementation of knowledge and projects related to the Circular Economy in the coffee sector.

2. ITC, C4CEC and ICO have agreed to work together to provide support for the following activities:

Knowledge Identification, Co-Creation & Curation:

- Co-lead and facilitate the ITC Coffee Network working group on Circular Economy.
- Identify and select relevant case studies and initiatives related to CE across the coffee global value chain to include in position papers, and other publications including the ICO Coffee Development Reports
- Set up learning paths, share good practices, studies and practical information on the circular economy in the global coffee value chain.
- Co-create new knowledge products related to circular economy destined to different outlets (ITC Coffee Network publications, ITC website, ICO Coffee Development Report and ad hoc reports etc.)

Knowledge dissemination and visibility

- Use the ITC Coffee network, C4CEC and ICO members, stakeholders and public-private sector mechanisms and initiatives to:
 - Receive feedback on new developed knowledge products
 - Develop and disseminate sustainability good practices in the coffee sector including those related to circular economy
 - Assure joint visibility for all co-developed knowledge products and initiatives related to this MoU

Bringing the voice and needs of the MSMEs and coffee farmers and their associations promoting adaptation of knowledge to meet their needs

- Support companies in developing ideas and know-how on sustainability projects in the coffee sector
- Promoting adaptation of knowledge products to meet their needs and gaps.
- Support farmers and local communities in improving sustainability practices through dissemination of knowledge, advisory services and access to new developed knowledge products.
- Use developed knowledge products and tools for capacity building of MSMEs in the coffee sector.

Joint advocacy and promotion of collaboration across industry

- Facilitate contacts, symbiosis and interaction between producers of waste with companies/bodies that can recover, process and reintroduce it into a new production cycle.
- Foster collaboration in engaging on the global level with selected partners from private sector companies and their associations, MNCs MSMEs, farmers, etc. research institutions, universities, international organizations, and governments engaged in circular economy

3. For the implementation of the aforementioned activities, ITC, in close consultation with C4CEC and ICO, shall be responsible for:

- Convening and co-leading the working group on CE as part of the Coffee Network initiative.
- Curating and co-creating content related to CE together with Coffee Network partners.
- Coordinating inputs from members and feedback on new developed knowledge products.
- Providing visibility and promotion of the initiative using ITC ICO and all partners' channels
- Co-organizing events to showcase new knowledge products related to CE.
- Distributing and publishing new knowledge products related to CE in ITC channels and future editions of Coffee Guide.
- Facilitating linkages with MSMEs, producers associations and small-holder coffee farmers in countries of origin and inclusion of their feedback in co-developed knowledge products (e.g. case studies from countries of origin on CE).
- Facilitating participatory processes involving A4A among farmers, institutions and value chain actors that lead to the improvement of value chain and producer sustainability with specific focus on farmers and farmer communities involved in the production of cash crops and food crops in targeted locations.

- Providing technical support and co-facilitation of technical trainings to policymakers, enterprises, producers and related support institutions.

4. For the implementation of the aforementioned activities, C4CEC, in close consultation with ICO and ITC, shall be responsible for:

- Setting up learning paths, share good practices, studies and practical information on the circular economy in the coffee value chain.
- Curating and co-creating content related to CE together with Coffee Network partners.
- Developing and disseminating good practices in the coffee sector.
- Supporting companies in developing ideas and know-how on sustainability projects in the coffee sector.
- Promoting the initiative using C4CEC and partners channels.
- Co-organizing events to showcase new knowledge products related to CE.
- Distributing and publishing new knowledge products related to CE in C4CEC channels.

5. For the implementation of the aforementioned activities, ICO, in close consultation with C4CEC and ITC, shall be responsible for:

- Curating and co-creating content related to CE together with Coffee Network partners and its members and stakeholders
- Sharing available data related to coffee production, consumption and trade
- Assuring joint visibility and promotion of common initiatives using ICO and partners channels.
- Facilitating connection with members of the ICO and of its Coffee Public-Private Task Force and other public-private sector cooperation mechanisms, as well as development partners and civil society working on sustainability.
- Sharing good practices, studies and practical information on the circular economy in the coffee value chain.
- Distributing and publishing new knowledge products related to CE on ICO channels (such as Coffee Development Report).
- Assisting ICO members to identify resources and knowledge and facilitate the application of CE in their coffee sector through international cooperation

ARTICLE 3. CONTRIBUTION

1. ITC, C4CEC and ICO with their networks and membership will provide the following contributions targeting value chain actors:

- a. Advisory support to the purposes and requirements of this MOU, such as: support in the development of the Coffee Guide Network initiative, support in the development of the C4CEC model, market information, linkages with MSMES, Small holder farmer and their organizations, technology providers, governments and research institutions, potential commercial partners and other consumer facing companies part of their network and whenever relevant and appropriate.
- b. The participation of ITC, C4CEC and ICO in the design, implementation, monitoring and evaluation of the activities included in this MOU.
- c. For the avoidance of doubt, this MOU does not include financial contributions by or generate financial obligations for any of the Parties.

ARTICLE 4. INTELLECTUAL PROPERTY AND LICENSE

1. For the purposes of this MOU:

- a) "MOU Materials" means any material created by C4CEC, ICO and ITC under the MOU, such as but not limited to: tools, methodologies, documents or other, for the purposes of or as a result of performing its obligations under this MOU.
 - b) "Existing Intellectual Property Rights" means Intellectual Property Rights which are in existence prior to the signature of the MOU, or are subsequently developed, or acquired by, or licensed to ITC, other than as a result of the performance of the obligations under this MOU. IPRs related to ITC Coffee Guide are not part of this agreement.
 - c) "Intellectual Property Rights" includes but is not limited to patents, copyrights, designs and trademarks.
 - d) "Third Party Materials" means material in which a third party holds Intellectual Property Rights.
2. If third party materials are shared, the disclosing Party shall obtain all necessary permissions from the third party owner of the intellectual property to the materials.
3. All intellectual property rights to any MOU materials jointly created under this MOU, including without limitation the copyright, shall vest in equal shares in ITC, C4CEC and ICO. Each Party shall be free (directly or through the support of third parties) to use, reproduce, adapt, modify and communicate the MOU materials on a noncommercial basis only.
4. For the avoidance of doubt, nothing in this MOU shall confer or grant on any Party the right to use any of the Intellectual Property Rights of another Party except where specifically agreed.

ARTICLE 5. CONFIDENTIALITY

1. For the purposes of this agreement, "Confidential Information" means all information relating to any of the Parties' Data, Operations, Plans and Activities that is designated as "Confidential" and accepted on that basis by the Parties, or information provided by a third party to one of the Parties that has been identified as confidential and accepted by the Party on that basis.
2. Confidential Information shall not include any information which:
- a) was at the time of disclosure in the public domain; or
 - b) was available to the public at the time of disclosure, or became available to the public after the time of disclosure, not due to a fault or gross negligence by the Party to whom the information does not belong (the "Receiving Party"); or
 - c) was already in the lawful possession of the Receiving Party at the time of disclosure, as evidenced by written records prior to, or outside of, performance of this contract; or
 - d) is lawfully received by the Receiving Party from a third party not itself under an obligation of confidentiality to the Disclosing Party; or
 - e) was independently developed by the Receiving Party, separate and apart from and without reference to, any information disclosed by the Disclosing Party; or
 - f) was agreed by the Disclosing Party to be released without any restrictions.
3. The Parties agree that any information provided by one Party (the Disclosing Party) to the other (the Receiving Party) – that has been identified as confidential by either Party – if accepted on a confidential basis by the other Party shall be treated with the utmost confidentiality pursuant to this contract and any other matter arising during the operation of this contract, and shall at least be accorded protection and confidentiality similar to that accorded to non-public information under the applicable laws and regulations of the concerned Party.
4. The Parties shall take all reasonable steps to ensure that all its employees, agents and subcontractors (hereafter "personnel") abide by the confidentiality obligations under this MOU and shall limit the use or access to Confidential Information to those personnel it has authorized on a strictly applied "need to know" basis.
5. The Parties undertake as follows:
- a) that the information received from the other Party during the performance of this contract will be used solely for purposes of meeting their obligations under this contract and that neither of the

Parties shall disclose confidential information to a third party without the prior written authorization of the Party that owns the confidential information;

- b) not to use any Confidential Information for purposes other than those of this contract;
- c) not to disclose any Confidential Information to any third party without the prior written consent of the other Party.

6. Nothing in this provision shall be understood to prevent ITC from complying with its obligations under the United Nations Financial and Staff Regulations and Rules, administrative issuances, policies or procedures applicable to ITC, in particular, but not limited to, with the obligation to disclose information to the United Nations Office for Internal Oversight Services or the United Nations Board of Auditors.

7. Nothing in this provision shall be understood to prevent ICO from complying with its obligations under its Financial and Staff Regulations and Rules, administrative issuances, policies or procedures applicable to ICO and shall not be deemed a waiver of the privileges and immunities of the ITC.

8. Nothing in this provision shall be understood to prevent C4CEC from complying with its obligations under its Financial and Staff Regulations and Rules, administrative issuances, policies or procedures applicable to C4CEC and shall not be deemed a waiver of the privileges and immunities of the ITC.

9. The obligation for confidentiality shall be applied except where disclosure is required by law or any judicial or government order or regulatory framework applicable to the concerned Party. In such situations, the Receiving Party shall give the Disclosing Party sufficient prior notice of the request in order to provide the Disclosing Party with a reasonable opportunity to take protective measures or any other action as may be appropriate before any such disclosure is made. Any such disclosure made in this context shall not be deemed a waiver of the privileges and immunities of the ITC, ICO and C4CEC

10. The obligation for confidentiality shall continue in force for a period of five (5) years from the termination or expiry of this MOU howsoever caused.

ARTICLE 6. DATA PROTECTION AND PRIVACY

UN Data Protection and Privacy Principles

1. As a United Nations system organization, the ITC is guided by the United Nations *Personal Data Protection and Privacy Principles* attached in Annex I for the processing of “personal data”, which is defined as information relating to an identified or identifiable natural person (“data subject”) processed by, or on behalf of, the United Nations System Organizations in carrying out their mandated activities.¹ In particular, ITC will process personal data with due regard to its confidentiality, in accordance with the specific undertakings below.

2. By entering into this contract, the ICO and C4CEC understand and accept that the ITC is not subject to any domestic law, including the GDPR, which purports to regulate personal data and that the ITC does not waive its privileges and immunities pursuant to its legal status as a joint subsidiary agency of the United Nations and the World Trade Organization.

3. By entering into this contract, the ICO and C4CEC each confirm that it has a data protection policy in place that meets the legal requirements applicable to it, within the legal jurisdiction(s) in which it conducts operations, and that it will apply such a policy to any data it shares with, or receives from, any Third Party or the ITC.

4. The ICO and C4CEC each confirm and guarantee that data collection, access, processing, analysis or other use is lawful, legitimate and fair, in accordance with the principles of good faith and proportionality and is carried out in conformity with the applicable laws or regulations on data protection and privacy within the legal jurisdiction(s) in which it conducts operations.

¹ UN Principles on Personal Data Protection and Privacy: <https://unsceb.org/personal-data-protection-and-privacy-principles>

5. To the extent that any personal data is not necessary, relevant, adequate or appropriately limited to what is necessary in relation to the specified purposes of this contract, the ICO and C4CEC shall each anonymize and de-identify the data before sharing it with each other and the ITC to minimize any potential risks to privacy, and to ensure that no person or entity is identifiable by external parties. No party shall be responsible for any failure in the anonymization process utilised by another Party.

6. The Parties represent to each other that it shall only share with the others data it owns. If data is owned by a third party, each Party represents and guarantees that has obtained prior to sharing the data, the written permission from the Third Party owner to:

- a) share the data with ITC, ICO and C4CEC and
- b) grant to ITC, ICO and C4CEC an unlimited, worldwide, irrevocable, perpetual, and royalty-free license to make unrestricted use of the data for the purposes of its technical assistance activities.

7. No Party shall be responsible for any damage suffered by the other Parties or a Third Party as a result of an act or omission of a Party or a Third Party regarding data collection, processing or data management.

ARTICLE 7. SPECIFIC UNDERTAKINGS ON CONFIDENTIALITY AND DATA PROTECTION

1. The Parties confirm and guarantee as specific undertakings to uphold confidentiality and data protection in relation to this contract, that shall:

- a) take all reasonable and necessary precautions to preserve the confidentiality of Confidential information and the personal data and/or the anonymity of data subjects;
- b) restrict using all reasonable efforts access to Confidential Information or personal data;
- c) prohibit any processing of the selected personal data which is not in accordance with the terms of this agreement;
- d) immediately transmit to the other Party any request by third parties, including governmental authorities, to share information or personal data;
- e) retain the selected personal data only to the extent, and in such a manner, that is necessary to fulfil the specified purpose(s) of transfer and of this agreement;
- f) notify the other Party immediately in case any data subject contacts one Party to request access, modification, deletion or any other type of processing of his/her personal data;
- g) provide updates to the other Party with any changes recorded in the selected personal data every month or anytime it received such a request from the other Party;
- h) immediately update, rectify and/or delete the selected personal data upon instruction from the other Party;
- i) implement appropriate data security measures to preserve the integrity of the selected personal data and prevent any corruption, tampering, loss, damage, unauthorized access and improper disclosure of the same;
- j) notify the other Party in writing immediately upon becoming aware of any data breach, in particular if the data breach is likely to result in personal injury or harm to the data subjects;
- k) maintain strict standards of confidentiality, employ appropriate access control measures and ensure that all transmissions of the selected personal data are encrypted.
- l) restrict the access to Confidential Information or personal data to "Registered/Authorized Users" upon request of the Parties;
- m) be responsible for applying their own Data Protection Principles and provisions or the equivalent under domestic law, with regard to any personal data, to the obligations in relation to this collaboration. The Parties shall inform each other of any current or future internal regulations, national laws or regulations which may impact on this collaboration with regard to the Data Protection Principles;
- n) agree on the method of transfer of the selected information or data prior to any transfer of information or data;
- o) exceptionally, upon written agreement by both Parties' representatives, allow/instruct the other Party to grant access to Confidential Information or personal data to a limited number of pre-identified entities and maintain the restricted access for all other non-authorized entities. Such exception shall also include in detail the uses permitted and the specific conditions of the

disclosure. Should conditions fail to detail disclosure, this shall be interpreted as unrestricted disclosure;

- p) include disclaimers on confidentiality, ownership, legality, and exclusion of responsibility in all public documents pertaining to this framework of collaboration, such as but not limited to: publications, surveys, websites, and made available or published by all means of reproduction, with regard to the data and information therein contained.

ARTICLE 8. IMPLEMENTATION OF THE MOU

1. The head of C4CEC, the Executive Director of ICO and the Executive Director of ITC shall make the necessary arrangements to ensure the satisfactory implementation of the MOU.
2. The Parties agree to communicate on a regular basis to exchange views and report on accomplishments regarding this MOU. To support the implementation of the MOU and to strengthen the partnership, communications may include, but are not restricted to, annual strategic dialogues to review progress on the partnership, offer a space to share learnings, trends, and strategic thinking.
3. The Parties shall regularly monitor and review their activities under this MOU, and evaluate the results of the implementation of programmes, in order to ascertain whether the objectives have been met. This will enable them to formulate recommendations with a view to improving future cooperation and activities. Work plans, performance indicators and outputs will be agreed specifically for each project.
4. Without prejudice to the provisions of ARTICLE 20 (Settlement of Disputes), whenever the receipt of contribution from C4CEC, ICO or the timely completion of the activities by ITC is delayed or disrupted, ITC, C4CEC and ICO will jointly investigate all possible remedial actions to be taken.

ARTICLE 9. VISIBILITY, ACKNOWLEDGEMENT AND PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF ITC

1. Acknowledges and agrees that ITC, in its sole discretion, may provide appropriate acknowledgement concerning the Parties' collaboration under this MOU, the purpose of the partnership as well as the amounts contributed by the Parties, including in-kind contributions, and the percentage of co-financing by other contributors, for ITC reporting purposes, and therefore publish in any form and medium, including on its web site the name of ICO and C4CEC and the aspects related to the present cooperation. Upon a duly substantiated request by ICO and C4CEC ITC may agree to forego such publicity if disclosure of the above information would **risk threatening the ICO and C4CEC 's safety or harming its interests.**
2. ICO and C4CEC shall not make any announcement or issue press releases in connection with the existence or subject matter of this MOU without the prior written permission of ITC. When it is required by laws and regulations applicable to the ICO and C4CEC , the ICO and C4CEC may provide appropriate acknowledgement or reporting concerning the Parties' collaboration under this MOU.
3. ICO and C4CEC shall not, in any manner whatsoever, use the name, emblem or official seal of ITC or one of its parent organizations, the World Trade Organization and the United Nations, or any abbreviation of the name of ITC in connection with its business or otherwise without the prior written permission of ITC. Under no circumstances shall authorization be provided to use the name, emblem or official seal of ITC, or any abbreviation of the name of ITC, for commercial or profit purposes.
4. All publications by the ICO and C4CEC pertaining to the cooperation that have received support from ITC, in whatever form and whatever medium, including the internet, shall carry the following or a similar disclaimer: "This document has been produced with the financial assistance and/or support of the International Trade Centre (ITC). The views expressed herein can in no way be taken to reflect the official opinion of the ITC."
5. ITC is a publisher to the International Aid Transparency Initiative (IATI) Registry and works towards applying the IATI standards with a view to publishing information incrementally through the IATI platform. In

line with the commitment of the Parties to this MOU to transparency, ICO and C4CEC gives consent for ITC to publish data related to this MOU (and any subsequent amendments) and if applicable, associated financial transfers via its website and via the IATI platform.

ARTICLE 10. INDEMNIFICATION, INSURANCE AND LIABILITY

1. No Party shall be liable for any damage sustained by the other Parties in the implementation of the MOU, nor for any act or default on the part of the other Parties in the implementation of the MOU.
2. C4CEC and ICO shall indemnify, hold and save harmless, and defend, at their own expense, ITC, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of C4CEC, ICO, or C4CEC's or ICO's employees, officers, agents or sub-contractors, in the implementation of this MOU. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by C4CEC or ICO, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination or expiry of this MOU.
3. In any case, C4CEC and ICO warrant that are fully entitled to authorize use of their Existing Intellectual Property Rights for the activities provided in the MOU. C4CEC and ICO are not aware that the use of any of their Existing Intellectual Property Rights in relation to the MOU does infringe upon any patent, trademark, design, copyright or any other Intellectual Property rights of any third party.

ARTICLE 11. CONTACTS AND NOTICES

1. For purposes of communications, requests or notices with respect to this MOU,

ITC shall be represented by

Mr Hernan Manson
Head of agribusiness Green & Inclusive Value Chains section (GIVC)
Division of Sustainable and Inclusive Trade (DSIT)
At the following address: Palais des Nations, 1211 Geneva 10, Switzerland
E-mail: manson@intracen.org

With correspondence copied to:

Giulia Macola
Associate Programme Officer (Alliances for Action) Green & Inclusive Value Chains section (GIVC)
Division of Sustainable and Inclusive Trade (DSIT)
At the following address: Palais des Nations, 1211 Geneva 10, Switzerland
E-mail: gmacola@intracen.org

and

C4CEC shall be represented by

Mr. Mario Cerutti
President
Center for Circular Economy
C4CEC

And ICO shall be represented by

Ms. Vanusia Nogueira

2. All communications between the Parties should be between the above representatives.

ARTICLE 12. GLOBAL COMPACT PRINCIPLES

TO BE USED ONLY IN THE CASE OF A MOU WITH A NON-STATE ACTOR

This MOU is agreed upon within the policy framework for cooperation between United Nations organizations and its subsidiary organs with the private sector and civil society that has been established by the Secretary-General of the United Nations as part of his programme of reform. In accordance with the United Nations Global Compact², [PARTNER], by entering into this MOU, represents and warrants that it is not an entity engaged in and does not tolerate:

- a) any practice inconsistent with the rights in the Convention on the Rights of the Child, including Article 32 which requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development;
- b) human rights abuses, forced or compulsory labour;
- c) the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines;
- d) sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the [PARTNER] to perform any services under this MOU; and
- e) is committed to the protection of the environment, and works against all forms of corruption, including extortion and bribery.

ARTICLE 13. PROTECTION FROM SEXUAL EXPLOITATION AND SEXUAL ABUSE

1. Sexual exploitation and sexual abuse violate universally recognized international legal norms and standards and have always been unacceptable behavior and prohibited conduct for United Nations staff. Such conduct is prohibited by the United Nations Staff Regulations and Rules.

2. In signing the MOU, ICO and C4CEC each acknowledge the receipt of a copy of the ITC Executive Director's Bulletin ITC/EDB/2012/06 of 24 December 2012, titled "Special measures for protection from sexual exploitation and sexual abuse", and accepts the United Nations and ITC standards in relation to the prohibition of sexual exploitation and sexual abuse; and to take all appropriate measures to prevent sexual exploitation or sexual abuse of anyone by ICO and C4CEC or by any of its employees to perform any activities under the MOU.

3. Failure by the ICO and C4CEC to take preventive measures against sexual exploitation or sexual abuse, to investigate allegations thereof, or to take corrective action when sexual exploitation or sexual abuse has occurred, shall constitute grounds for termination of this MOU.

ARTICLE 14. ITC LEGAL STATUS, PRIVILEGES AND IMMUNITIES

The International Trade Centre is a joint subsidiary organ of the World Trade Organization and the United Nations and enjoys, pursuant to *inter alia* the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly of the United Nations on 13 February 1946, such privileges and immunities as are necessary for the independent fulfilment of its purposes. Nothing in or relating to this agreement shall constitute or imply the waiver by ITC of any of its privileges and immunities. ICO and

² <http://www.unglobalcompact.org>.

C4CEC's agents or employees shall not be considered in any respect as being officials or staff members of ITC.

ARTICLE 15. **LEGAL STATUS OF ICO and C4CEC**

1. The ICO represents and warrants to ITC that:
 - a) it is an international intergovernmental organization with legal personality, duly incorporated after being set up in London in 1963 under the auspices of the United Nations, and following the approval of the first International Coffee Agreement in 1962 or any subsequent Agreement which replaces it. At present the ICO operates under the International Coffee Agreement 2007.
 - b) it has the power and authority to enter into and perform the obligations to be assumed by the ICO under this MOU;
 - c) it has taken all necessary internal steps to authorize the execution, delivery and performance of this MOU;
 - d) that the entering into, execution, and performance by the ICO of the activities under this MOU do not violate any law or regulation applicable to the ICO or its constitutive documents; and
 - e) that the signatory of the ICO has full power and authority to sign individually this MOU in the name and on behalf of the ICO.

2. The C4CEC represents and warrants to ITC that:
 - a) it is an Association with legal personality, duly incorporated and validly existing under the laws of Italy, even if it aims to be a reference point, independent and authoritative at the international level;
 - b) it has the power and authority to enter into and perform the obligations to be assumed by the C4CEC under this MOU;
 - c) it has taken all necessary internal steps to authorize the execution, delivery and performance of this MOU;
 - d) that the entering into, execution, and performance by the C4CEC of the activities under this MOU do not violate any law or regulation applicable to the C4CEC or its constitutive documents; and
 - e) that the signatory of the C4CEC has full power and authority to sign individually this MOU in the name and on behalf of the C4CEC.

ARTICLE 16. **RELATIONSHIP BETWEEN THE PARTIES**

1. Nothing in this MOU shall create any employer/employee, agency, distributor, partnership or any form of joint venture relationship between the Parties.

2. The officials, representatives, employees, or subcontractors of either Party shall not be considered in any respect as being the employees or agents of the other Party.

3. Except, as expressly set forth in this MOU, neither Party shall have the authority to act on behalf of, be liable for the acts of the other Party or bind the other Party in any way.

4. The Parties hereby recognize that this collaboration under this MOU is non-exclusive.

ARTICLE 17. **NO WAIVER**

Any waiver or excuse by a Party of a breach of a provision of this MOU will not operate or be construed to be a waiver or excuse of any other breach of that provision or of any breach of any other provision of this MOU. A failure or a delay by a Party to insist upon strict adherence to any term of this MOU will not be considered a waiver or deprive that Party of the right thereafter to insist upon strict adherence to that term or any other term of this MOU. Any waiver must be in writing and signed by the Party giving the waiver or excuse.

ARTICLE 18. SETTLEMENT OF DISPUTES

1. The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the MOU or the breach, termination, or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules, then obtaining, of the United Nations Commission on International Trade Law (hereinafter referred to as "UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.

2. Any dispute, controversy, or claim between the Parties arising out of the MOU or the breach, termination, or invalidity thereof, unless settled amicably under paragraph 1 of this Article, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the MOU, order the termination of the MOU, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the MOU, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures") and Article 34 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages or interest. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

3. Nothing in or relating to this MOU shall constitute or imply the waiver by ITC of any of its privileges and immunities.

ARTICLE 19. DURATION AND TERMINATION

1. This MOU shall become effective upon signature by both Parties, until 31 December 2025 on the understanding that either Party is at liberty to terminate it at any time, after furnishing to the other Party a written notice of termination [NUMBER IN LETTERS THEN (NUMBER): e.g., thirty (30) days, three (3) months] in advance of the date on which the Party furnishing such notice wishes to have the MOU terminated.

2. Without prejudice to the foregoing, in the event of any termination, the Parties shall:

- a) take reasonable steps to ensure that termination of this MOU shall not be prejudicial to any activities or programmes undertaken within the framework of the MOU or to the completion of tasks for which binding obligations exist;
- b) take immediate steps to bring the performance of any obligation under the MOU to an orderly conclusion; and
- c) cease, as the case may be, any permitted use of the name and emblem of the other Party; and
- d) return to ITC (or at ITC's request, destroy) all copies of MOU Materials in its control or possession, if any, in addition to all other property belonging to and/or provided by ITC.

ARTICLE 20. AMENDMENT

This MOU, including the Annex(es), may be amended only by written agreement of the duly authorized representatives of the Parties.

ARTICLE 21. STATUS OF ANNEXES

The Annex(es) form(s) an integral part of the MOU. Any reference to this MOU includes the Annex(es).

ARTICLE 22. ENTIRE AGREEMENT

This MOU contains and constitutes the entire agreement and understanding of the Parties concerning the subject matter hereof and supersedes any and all prior or other representations, communications, understandings, agreements and proposals, whether written or oral, by and between the Parties on this subject.

IN WITNESS HEREOF, the undersigned, being duly authorized thereto, have on behalf of the Parties hereto signed this MOU in two (2) originals in English at the place and on the day below written.

At **[PLACE]**, on**[DATE]**

At Geneva, on **[DATE]**

For and on behalf of **[PARTNER]**:

For and on behalf of the
International Trade Centre:

.....
[NAME]
[TITLE]

.....
Nasser Shammout
Acting Director
Division of Programme Support

ANNEX I

UNITED NATIONS PERSONAL DATA PROTECTION AND PRIVACY PRINCIPLES

1 FAIR AND LEGITIMATE PROCESSING

The United Nations System Organizations should process personal data in a fair manner, in accordance with their mandates and governing instruments and on the basis of any of the following: (i) the consent of the data subject; (ii) the best interests of the data subject, consistent with the mandates of the United Nations System Organization concerned; (iii) the mandates and governing instruments of the United Nations System Organization concerned; or (iv) any other legal basis specifically identified by the United Nations System Organization concerned.

2 PURPOSE SPECIFICATION

Personal data should be processed for specified purposes, which are consistent with the mandates of the United Nations System Organization concerned and take into account the balancing of relevant rights, freedoms and interests. Personal data should not be processed in ways that are incompatible with such purposes.

3 PROPORTIONALITY AND NECESSITY

The processing of personal data should be relevant, limited and adequate to what is necessary in relation to the specified purposes of personal data processing.

4 RETENTION

Personal data should only be retained for the time that is necessary for the specified purposes.

5 ACCURACY

Personal data should be accurate and, where necessary, up to date to fulfil the specified purposes.

6 CONFIDENTIALITY

Personal data should be processed with due regard to confidentiality.

7 SECURITY

Appropriate organizational, administrative, physical and technical safeguards and procedures should be implemented to protect the security of personal data, including against or from unauthorized or accidental access, damage, loss or other risks presented by data processing.

8 TRANSPARENCY

Processing of personal data should be carried out with transparency to the data subjects, as appropriate and whenever possible. This should include, for example, provision of information about the processing of their personal data as well as information on how to request access, verification, rectification, and/or deletion of that personal data, insofar as the specified purpose for which personal data is processed is not frustrated.

9 TRANSFERS

In carrying out its mandated activities, a United Nations System Organization may transfer personal data to a third party, provided that, under the circumstances, the United Nations System Organization satisfies itself that the third party affords appropriate protection for the personal data.

10 ACCOUNTABILITY

United Nations System Organizations should have adequate policies and mechanisms in place to adhere to these Principles.