

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

**Memorandum of Understanding between
the International Coffee Organization and
International Trade Centre**

Background

1. This document contains a revised copy of the draft Memorandum of Understanding (MoU) between the International Coffee Organization (ICO) and the International Trade Centre (ITC). Changes from revision 1 are marked red; the additional change in this revision 2 is also highlighted yellow, for clarity.
2. By way of this MoU, the Parties undertake to seek sector coordination and work on priority issues such as prosperous incomes, green transition, value addition at origin and a decent life for coffee producers. The collaboration will promote a more competitive, sustainable, and resilient coffee sector that includes improved market transparency, sustainable production and supply.

Action

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



Memorandum of Understanding

between

The International Trade Centre (ITC)

and

The International Coffee Organization (ICO)

Memorandum of Understanding

between

The International Trade Centre (ITC)

(ITC Reference L23-262)

and

The 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 offers integrated solutions based on a matrix approach across five impact and four core services areas, namely:

Impact areas: 1) Sustainable and resilient value chains, 2) Inclusive trade, 3) Green trade, 4) E-commerce, 5) Regional integration and South-South trade;

Core Services areas: 1) Improved MSME firm level capacity to trade, 2) A more supportive business ecosystem for MSMEs, 3) A more conducive policy and regulatory environment for MSMEs, 4) Improved business, trade and market intelligence;

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 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.

NOW, THEREFORE, ITC 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 provide the framework for cooperation between ICO and ITC with the objective of seeking sector coordination and working on priority issues such as prosperous incomes, green transition, value addition at origin and a decent life for coffee producers. The collaboration will promote a more competitive, sustainable, and resilient coffee sector that includes improved market transparency, sustainable production and supply.

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

- Exploring opportunities of collaboration on coffee value addition in selected countries/regions including joint fundraising and design of interventions
- Contributing to poverty alleviation and sustainable development by developing programmes and projects to assist coffee producers and the whole coffee value chain to increase productivity, quality, safety and livelihoods and reduce vulnerability to price and climate shocks
- Levelling the playing field in the Value Chain for producers and MSMES through joint advocacy and empowerment of producer organizations and MSMES
- Developing new schemes for increasing access to finance for smallholder coffee growers and other actors in the coffee global value chain
- Collaboration and exchanges between the Coffee Network and the ICO Task Force initiatives specifically related to circular economy, sustainability mapping and data aggregation
- Transfer of know-how and innovation to the coffee value chain and exchanges in the respective initiative of ITC Coffee Network and ICO Task Forces
- Joint organization of events, panel discussions etc and visibility related to joint initiatives
- Jointly undertaking fundraising and investment leveraging for the coffee value chain
- Enhancing market transparency by jointly working on data collection, validation, analysis and reporting with regards to coffee production, value addition, consumption and prices
- **Working with governments, Private Sector and Producers to mitigate the impact and preparing for upcoming legislative developments**

- Supporting farmers and local communities in improving sustainability practices and implementing accompanying measures related to due diligence, human rights and environmental regulatory ecosystem.

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

- Coordination between the various partners, planning and overall governance;
- Facilitation of 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 coffee and food crops in targeted locations;
- Provision of guidance on the development of participatory and market driven methodologies and approaches looking at value chain sustainability as well as on: i) knowledge sharing; ii) best practices; iii) participatory monitoring and evaluation mechanisms; iv) publications;
- Joint organization of and/or participation in conferences and events to present the A4A model and joint work undertaken in the field;
- Linkages with policy level instances and Government representatives;
- Convening and co-leading working groups on circular economy, sustainability mapping and data aggregation as part of the Coffee Network initiative
- Coordinating inputs from working group members, co-develop new developed knowledge products
- Compilation, documentation and communication to stakeholders on all related knowledge, outputs and progress achievements;
- **Leading efforts related to the development of accompanying measures related to Due Diligence efforts;**
- Co-leading efforts in terms of fund-raising for new programmes and projects

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

- Linkages with policy level and Government representatives in ICO's member countries;
- Provision of technical support and advisory services to policymakers, enterprises, producers and related support institutions in ICO's member countries;
- Joint organization of and/or participation in conferences and events to present joint work
- Assuring joint visibility and promotion of common initiatives using ICO and partners channels
- Participating and sharing in ITC Coffee Guide Network initiatives related to circular economy, sustainability mapping and data aggregation and facilitate exchanges with respective ICO Task Forces
- Compilation, documentation and communication to stakeholders on all related knowledge, outputs and progress achievements;
- Sharing available data related to coffee production, consumption and export facilitating contacts with statistics units of member countries
- **Providing technical inputs related to the development of accompanying measures related to the Due Diligence efforts**
- Co-leading efforts in terms of fund-raising for new programmes and projects

ARTICLE 3. CONTRIBUTION

1. ITC and ICO with their networks 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 Network initiative, market information, linkages with potential partners and other consumer facing companies that are part of their network, whenever relevant and appropriate;
 - b) The participation of ITC and ICO as well as their implementing partners and experts in the implementation 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 jointly created by 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;
 - c) "Intellectual Property Rights" includes but is not limited to patents, copyrights, designs and trademarks; and
 - 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 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 non-commercial basis only. The license does not include a right to exploit the MOU materials for ICO's commercial purposes.
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.

8. 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 and ICO.

9. 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.

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

2. By entering into this contract, the ICO understands and accepts 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 confirms 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 confirms and guarantees 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.

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 Parties shall anonymize and de-identify the data before sharing it with each other to minimize any potential risks to privacy, and to ensure that no person or entity is identifiable by external parties. Each Party shall not be responsible for any failure in the anonymization process utilised by the other Party.

6. The Parties represent to each other that each shall only share with the other Party data they own . If data is owned by a Third Party, the Parties represent and guarantee that have obtained prior to sharing the data, the written permission from the Third Party owner to:

- a) share the data with ITC and ICO, as the case may be, and
- b) grant to ITC and ICO, as the case may be, 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. Neither party shall be responsible for any damage suffered by the other Party or a Third Party as a result of an act or omission of the other 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 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 and 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 17 (Settlement of Disputes), whenever the receipt of contribution from ICO or the timely completion of the activities by ITC or ICO is delayed or disrupted, ITC 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. ICO 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 the aspects related to the present cooperation. Upon a duly substantiated request by ICO, ITC may agree to forego such publicity if disclosure of the above information would **risk threatening the ICO’s safety or harming its interests.**
2. ICO 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, the ICO may provide appropriate acknowledgement or reporting concerning the Parties’ collaboration under this MOU.

3. ICO 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 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 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 Party in the implementation of the MOU, nor for any act or default on the part of the parties in the implementation of the MOU.

2. In any case, ICO warrants that it is fully entitled to authorize use of their Existing Intellectual Property Rights for the activities provided in the MOU. ICO is 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

at the following address:

Palais des Nations, 1211 Geneva 10, Switzerland

and

ICO shall be represented by

Ms. Vanusia Nogueira
Executive Director
International Coffee Organization
ICO

at the following address:
222 Gray's Inn Road
London WC1X 8HB

2. All communications between the Parties should be between the above representatives.
3. For Evaluation/Review purposes the contact at ITC shall be:

Mr. Miguel Jiménez Pont
Head, Independent Evaluation Unit/SPPG-OED
Palais des Nations ; 1211 Geneva 10, Switzerland
Tel. +41 22 730 0613 / email : jimenez@intracen.org

ARTICLE 12. 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 behaviour 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 acknowledges 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 [PARTNER] or by any of its employees to perform any activities under the MOU.
3. Failure by the ICO 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 13. 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's agents or employees shall not be considered in any respect as being officials or staff members of ITC.

ARTICLE 14. LEGAL STATUS OF [PARTNER]

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.

ARTICLE 15. 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 16. 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 17. 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 18. DURATION AND TERMINATION

1. This MOU shall become effective upon signature by both Parties, until 31 December 2028, 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 19. AMENDMENT

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

ARTICLE 20. STATUS OF ANNEXES

The Annex forms an integral part of the MOU. Any reference to this MOU includes the Annex.

ARTICLE 21. 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
International Coffee Organization

For and on behalf of the
International Trade Centre:

.....
Vanusia Nogueira
Executive Director
ICO

.....
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.