

ICC 137-0 Rev. 1

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18 March 2024 Original: English

13 <u>Vir</u> 19	ernational Coffee Council 7 <sup>th</sup> Session <u>tual Session</u> March 2024 ndon, United Kingdom	Draft Agenda
lten	n	Document
	Opening of the 137 <sup>th</sup> Session of the Council	
1.	Draft Agenda – <i>to adopt</i>	ICC-137-0 Rev. 1
2.	Votes – to consider and, if appropriate, to approve	
2.1	<b>Redistribution of votes for coffee year 2023/24</b> The Head of Operations will report.	<u>ICC-137-1 Rev. 1</u>
3.	Report on the work of the ICO and market situation – <i>to note</i>	verbal
	The Executive Director will report on the market situation and present an interim report (October 2023 to March 2024) on the work of the Organization, highlighting the progress, achievements, challenges, and opportunities, with a focus on the execution of the Programme of Activities and emphasis on partnerships and voluntary contributions.	
4.	Membership of the International Coffee Agreement (ICA) 2022 – to note	verbal
	The Executive Director will report on membership of the 2022 Agreement and on contacts with non-member countries.	
4.1	<b>Status of non-member countries that have signed the ICA 2022-</b> <i>to consider</i> The Executive Director will report.	WP-Council 344/24
5.	Working Group for the Entry into Force of the ICA 2022 (WGEF) – to note	
	The Chair of the Working Group for the Entry into Force of the ICA 2022 will report on the progress made.	verbal
6.	Sustainability and Partnerships	
6.1	<b>Coffee Public-Private Task Force</b> – <i>to note</i> The Executive Director will report on the progress of the Coffee Public-Private Task Force (CPPTF) and associated workstreams.	verbal
6.2	<b>EUDR and ICO-CPPTF – Implementation Preparedness Survey –</b> <i>to note</i> The Secretariat will report on the latest actions relating to the EU Deforestation-free product Regulation (EUDR) and other legislation, as well as the results of the survey conducted by the ICO/CPPTF to assess Members' preparedness for implementation.	verbal
6.3	<b>Establishment of a global coffee funding mechanism –</b> <i>to note</i> The Head of Operations will report.	verbal

	The Head of Operations will report.	
6.5	<b>Report on the implementation of Memoranda of Understanding (MoUs) and new cooperation</b> <b>agreements</b> – <i>to note</i> The Head of Operations will report.	verbal
6.5.	<b>1 MoU ICO – Center for Circular Economy in Coffee–</b> <i>to approve</i> The Council is requested to approve a specific amendment made to the text of the MoU following its approval at the 136 <sup>th</sup> Session of the Council held in Bengaluru in September 2023.	<u>WP-Council 336/23</u> <u>Rev. 1</u>
6.5.	<b>2 MoU ICO – ITC–</b> <i>to approve</i> The Council is requested to approve a specific amendment made to the text of the MoU following its approval at the 136 <sup>th</sup> Session of the Council held in Bengaluru in September 2023.	<u>WP-Council 337/23</u> <u>Rev. 3</u>
6.5.	3 Joint Declaration ICO-GCP-BMZ - <i>to note</i>	WP-Council 345/24
7.	Financial and administrative matters	verbal
7.1	<b>Finance and Administration Committee</b> – <i>to consider</i> The Chair of the Finance and Administration Committee will report on its latest meeting, including the financial situation of the Organization.	<u>FA-371/24 Rev. 1</u> <u>FA-362/24</u>
7.2	Report on collection of contributions from Members in arrears - to consider and, if appropriate, to approve	<u>FA-363/24 Rev. 1</u> FA-369/24
	The Chair of the Finance and Administration Committee will report on progress in recovering arrears, including contacts with Members with longstanding arrears, and the request from the Government of the United Kingdom regarding the possible reimbursement of the Russian Federation's pro-rata contribution for coffee year 2023/24.	<u>ED-2456/24</u>
7.3	Draft Administrative Budget for financial year 2024/25 – <i>to consider</i>	<u>FA-364/24</u>
7.4	Administrative Accounts of the Organization for financial year 2022/23 and Auditors' Report – <i>to consider and, if appropriate, to approve</i>	<u>FA-365/24</u>
7.5	Accounts of the Special Fund for the financial year 2022/23 and Auditors' Report- to consider and, if appropriate, to approve The Accounts of the Special Fund and Auditors' Report will be presented for the approval of exporting Members.	<u>FA-366/24</u>
7.6	Accounts of the Trust Fund for financial year 2022/23 and Auditors' Report – <i>to consider and, if appropriate, to approve</i>	<u>FA-367/24</u>
7.7	<b>Promotion fund</b> – <i>to note</i> As decided in September 2010, the Promotion Fund Accounts are not audited, but are circulated for the information of exporting Members.	verbal
7.8	Salary scales and basis for contributions to the Provident Fund - <i>to consider and, if appropriate, to approve</i>	<u>FA-368/24</u>
7.9	<b>Premises –</b> <i>to consider</i> Updated information will be presented about the future premises.	<u>FA-370/24</u> ED-2455/24
8.	World Coffee Conference - to note	verbal
	A report on the 5 <sup>th</sup> World Coffee Conference held in India from 25 to 27 September 2023 and the main messages arising from it will be presented.	
9.	Office holders and committees – to consider and, if appropriate, to approve	WP-Council 339/23 Rev. 1
	The spokespersons of Exporting and Importing Members will submit their nominations for the vacant seats of Chair, Vice-Chair and members of the Committees.	
10.	Credentials	verbal

The Chair will examine the credentials with the assistance of the Secretariat and report to the Council.

verbal

6.4 Center for Circular Economy in Coffee - to note

11.	Future meetings – to note	verbal			
	Members are invited to suggest topics for presentations during the next Session, for inclusion in the Agenda, and improvements to future meeting arrangements.				
12.	Other business – to consider	verbal			
13.	Closing session	verbal			
	The Secretariat/Chair of the Council will summarize the decisions made by Members during the Session.				
	The Chair of the Council will deliver the closing remarks.				
	REFERENCE DOCUMENTS				

REFERENCE DOCUMENTS
International Coffee Agreement 2007
Five-Year Action plan for the International Coffee Organization
Rules of the International Coffee Organization
Terms of reference for the Joint Committee
Terms of reference for the Finance and Administration Committee
Office Holders for coffee year 2023/24

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ICC 137-1 Rev. 1

18 March 2024 Original: English

International Coffee Council 137<sup>th</sup> Session 19 March 2024 London, United Kingdom Redistribution of votes in the Council for coffee year 2023/24 (Calculated as at 18 March 2024)

## Background

1. This document contains the redistribution of votes in the Council for coffee year 2023/24, calculated in accordance with the relevant provisions of Articles 12 and 21 of the 2007 Agreement.

2. The votes for exporting and importing Members have been calculated on the basis of the statistical data contained in document <u>ICC-136-2 Rev. 1</u>. The initial distribution of votes in the Council for coffee year 2023/24 was based on membership of the Organization under the ICA 2007 as at 29 September 2023 (see document <u>ICC-136-2 Rev. 1</u>).

3. The Secretariat would like to remind Members that only governments which are Members of the 2007 Agreement and have paid their contributions will be eligible to vote at this Council Session.

4. Table 1 shows the votes of exporting Members and those in arrears whose voting rights are suspended. Table 2 shows the votes of importing Members and those in arrears whose voting rights are suspended. Table 3 shows the situation of outstanding payments and Table 4 shows the situation of outstanding contributions due from former Members.

## Action

The Council is requested to approve this document.

#### TABLE 1

#### EXPORTING MEMBERS REDISTRIBUTION OF VOTES IN THE COUNCIL COFFEE YEAR 2023/24 As at 18 MARCH 2024

	Average	Percentage				Percentage
	exports	share in		Votes		share of
Exporting Members	(60-kg bags )	total exports	Basic	Proportional	Total	all votes
TOTAL	108,992,642	100.00	135	865	1,000	50.00
Angola	17,222	0.02	5	0	, 5	0.25
Bolivia	27,996	0.03	5	0	5	0.25
Brazil	41,492,657	38.73	5	335	340	17.00
Burundi	212,621	0.20	5	2	7	0.35
Cameroon	185,354	0.17	5	1	6	0.30
Colombia	12,565,101	11.73	5	101	106	5.30
Costa Rica	1,067,596	1.00	5	9	14	0.70
Côte d'Ivoire	1,383,183	1.29	5	11	16	0.80
El Salvador	511,325	0.48	5	4	9	0.45
Ethiopia	3,928,403	3.67	5	32	37	1.85
Gabon	8	0.00	5	0	5	0.25
Honduras	5,652,529	5.28	5	46	51	2.55
India	6,189,690	5.78	5	50	55	2.75
Indonesia	6,898,792	6.44	5	56	61	3.05
Kenya	777,136	0.73	5	6	11	0.55
Mexico	2,987,054	2.79	5	24	29	1.45
Nepal	1,035	0.00	5	0	5	0.25
Nicaragua	2,704,324	2.52	5	22	27	1.35
Panama	41,278	0.04	5	0	5	0.25
Papua New Guinea	725,724	0.68	5	6	11	0.55
Peru	3,684,300	3.44	5	30	35	1.75
Philippines	5,277	0.00	5	0	5	0.25
Rwanda	334,540	0.31	5	3	8	0.40
Thailand	202,392	0.19	5	2	7	0.35
Timor-Leste	90,415	0.08	5	1	6	0.30
Тодо	45,562	0.04	5	0	5	0.25
Vietnam	15,411,164	14.38	5	124	129	6.45
Sub-total	107,142,677	100	135	865	1,000	50
	(b) Members of	the ICA 2007	in arrea	ars		
Central African Republic	27,518	0.00	0	0	0	0.00
Congo, Dem. Rep. of	188,557	0.00	0	0	0	0.00
Cuba	18,642	0.00	0	0	0	0.00
Ecuador	499,925	0.00	0	0	0	0.00
Ghana	6,264	0.00	0	0	0	0.00
Liberia	521	0.00	0	0	0	0.00
Madagascar	19,118	0.00	0	0	0	0.00
Malawi	14,227	0.00	0	0	0	0.00
Nigeria	3,947	0.00	0	0	0	0.00
Sierra Leone	36,360	0.00	0	0	0	0.00
Tanzania	926,554	0.00	0	0	0	0.00
Venezuela	13,308	0.00	0	0	0	0.00
Yemen	42,820	0.00	0	0	0	0.00
Zambia	46,373	0.00	0	0	0	0.00
Zimbabwe	5,830	0.00	0	0	0	0.00
Sub-total	1,849,965	0.00	0	0	0	0.00

#### TABLE 2

### IMPORTING MEMBERS REDISTRIBUTION OF VOTES IN THE COUNCIL COFFEE YEAR 2023/24 As at 18 March 2024

	Average	Percentage		Votes		Percentage
	imports	share in		Votes	<b>.</b>	share of
Importing Members	(60-kg bags )	total imports	Basic	Proportional	Total	all votes
TOTAL	104,668,434	100.00	30	970	1,000	50.00
European Union	80,663,246	77.48	5	661	666	33.30
Austria						
Belgium/Luxembourg						
Bulgaria						
Croatia						
Cyprus						
Czech Republic						
Denmark						
Estonia						
Finland						
France						
Germany						
Greece						
Hungary						
Ireland						
Italy						
Latvia						
Lithuania						
Malta						
Netherlands						
Poland						
Portugal						
Romania						
Slovakia						
Slovenia						
Spain						
Sweden						
Japan	7,577,435	7.28	5	100	105	5.25
Norway	779,441	0.75	5	10	15	0.75
Russian Federation	6,319,815	6.07	5	83	88	4.40
Switzerland	3,602,327	3.46	5	48	53	2.65
United Kingdom	5,167,303	4.96	5	68	73	3.65
Sub-total	104,109,568	100	30	970	1,000	50
	(b) Membe	rs of the ICA 200	7 in arrea			
Tunisia	558,866	0.00	0	0	0	0.00
Sub-total	558,866	0	0	0	0	C

	TABLE 3					
ADMINISTRATIVE BUDGET SITUATION OF OUTSTANDING PAYMENTS FROM MEMBERS IN ARREARS						
As at 18 MARCH 2024 Pounds starling						
		Pounds sterling				
	2023/24	2022/23 and prior years	Total			
Total	837,190	457,357	1,294,547			
Bolivia	6,500	9,354	15,854			
Burundi	6,255	-	6,255			
Cameroon	9,100	-	9,100			
Central African Republic	-	63,054	63,054			
Congo D.R. of	-	4,686	4,686			
Cote d'Ivoire	20,800	370	21,170			
Cuba		6,395	6,395			
Ecuador	-	3,875	3,875			
El Salvador	11,700		11,700			
Ethiopia	46,800		46,800			
Gabon	6,500	318	6,818			
Ghana	0,000	9,475	9,475			
Honduras	65,000	3,473	65,000			
India	70,200	-	70,200			
Indonesia	78,000	-	78,000			
Liberia	78,000	- 78,840	78,840			
	6,500	5,570				
Madagascar	0,500	58,656	12,070 58,656			
Malawi	37,700	56,050				
Mexico	6,500	-	37,700 6,500			
Nepal		- 5 570				
Nigeria Panama	6,500	5,570 104	12,070			
	6,500	104	6,604			
Papua New Guinea	2,433	-	2,433			
Peru	44,200	120	44,320			
Philippines	6,500	-	6,500			
Russia	101,863	2,128	103,991			
Rwanda	-	-	-			
Sierra Leone	-	11,230	11,230			
Tanzania	-	20,845	20,845			
Thailand	-	-	-			
Timor-Leste	1,239	-	1,239			
Tunisia United Kingdom	-	21,914	21,914			
United Kingdom	130,000	-	130,000			
Venezuela	-	20,173	20,173			
Vietnam	166,400	-	166,400			
Yemen	-	52,260	52,260			
Zambia	-	39,944	39,944			
Zimbabwe	-	42,476	42,476			

TABLE 4	
DUE FROM FORMER MEMBERS SITUATION OF OUTSTANDING PAYMENTS As at 18 March 2024	6
	Pounds sterling
Total	217,113
Congo	39,505
Dominican Republic	30,729
Definitied in republic	
Guinea	108,759

## NOTES TO TABLES

- 1. Paragraph 2 of Article 12 of the ICA 2007 states that each Member shall have 5 basic votes.
- 2. Paragraph 5 of Article 12 states that the EU shall hold votes as a single Member.
- 3. Paragraph 7 of Article 12 states that the Council shall provide for the redistribution of votes in accordance with the provisions of this Article whenever there is a change in the membership of the Organization or if the voting rights of a Member are suspended or regained under the provisions or Article 21.
- 4. Paragraph 8 of Article 12 states that no Member shall hold two-thirds or more of the votes in its category.
- 5. Paragraph 2 of Article 21 states that 'if any Member fails to pay its full contribution to the Administrative Budget within six months of the date on which the contribution is due, its voting rights and its right to participate in meetings of specialized committees shall be suspended until its contribution has been paid in full. However, unless the Council so decides, such Member shall not be deprived of any of its other rights nor relieved of any of its obligations under this Agreement.' As decided by the Council in March 2013 (see document ICC-110-16), in the case of contributions where there is a small under payment, the Executive Director should have discretion to ignore these shortfalls when determining votes. The amount of the shortfall is defined as £1,000 or 5% of the Member's contribution, whichever is the greater, provided also that the outstanding contribution will be paid by the Member in the following financial year.



WP Council 344/24

27 February 2024 Original: English

International Coffee Council 137<sup>th</sup> Session 19 March 2024 London, United Kingdom Status of non-member countries that have signed the ICA 2022

## Background

1. Following the approval of the International Coffee Agreement (ICA) 2022 at the 133<sup>rd</sup> Special Session of the Council and its opening for signature on 6 October 2022, several countries that are currently not Members of the ICA 2007 have expressed their interest to sign and/or already signed the ICA 2022.<sup>1</sup>

2. For those non-member countries that: (i) have completed at least the first step – signature – of the procedures to join the 2022 Agreement<sup>2</sup>; and (ii) are willing to start paying contributions to the ICO budget before the entry into force of the ICA 2022, the Secretariat would like to submit a proposal to grant them special transitional status and enable their active participation in certain activities and meetings of the Organization and its bodies.

## Action

The Council is requested to consider the draft decision.

<sup>1</sup> Non-member countries invited to the 133rd Special Session of the Council have the right to join the ICA 2022 prior to its entry into force.

<sup>2</sup> Further information on the procedures to join the ICA 2022 are contained in document ED 2409/22 and subsequent revisions.



19 March 2024 Original: English

International Coffee Council 137<sup>th</sup> Session 19 March 2024 London, United Kingdom Status of non-member countries that have signed the ICA 2022

**Decision of the Council** 

#### Status of non-member countries that have signed the ICA 2022

WHEREAS:

The International Coffee Council invited non-member countries to attend its 133<sup>rd</sup> Special Session at which the International Coffee Agreement (ICA) 2022 was approved, making them eligible to sign said Agreement;

The International Coffee Agreement 2022 was opened for signature on 6 October 2022 by means of ICC Resolution 478;

Some countries that are not currently Members of the ICA 2007 have been (i) completing the procedures to join the 2022 Agreement and (ii) would be willing to start contributing to ICO activities and its budget before the entry into force thereof.

THE INTERNATIONAL COFFEE COUNCIL

Decides that:

1. The abovementioned non-member countries should be granted special transitional status upon signing the ICA 2022 and paying their voluntary contributions to

the Organization in a given coffee year.<sup>3</sup> The amount paid should be transferred to the ICO Coffee Sustainability Projects Trust Fund<sup>4</sup>.

- 2. Eligible countries shall be extended the following benefits:
  - Participation as an observer in meetings of the Council, as well as meetings of ICO bodies and committees;
  - Participation in open meetings of the Coffee Public-Private Task Force (CPPTF) and all meetings of its Technical Workstreams, as well as in the CEO and Global Leader Forum;
  - Eligibility to become a Member of the CPPTF if appointed by the Council;
  - Eligibility to become a beneficiary of ICO/CPPTF projects and activities;
  - Access to the World Coffee Statistics Database, as well as all statistical reports and publications produced by the Secretariat;
  - Access to technical assistance from the ICO Statistics Department.

3. Non-member countries' voluntary contributions should be calculated based on the average volume of their respective exports or imports to all destinations in the preceding four calendar years.

4. Non-member countries' special transitional status should be reviewed every coffee year.

5. Ceasing to pay such voluntary contributions shall result in the suspension of a country's special transitional status but will not constitute debts owed to the Organization.

<sup>3</sup> Members' contributions to the ICO's annual budget are calculated and agreed upon at the September Session of the Council. If a new Member joins the Organization or the membership status of a temporarilysuspended country is re-instated post-September, their contribution is assessed on the assumption that the Member was present at the time of calculation. Contributions will be pro rata.

<sup>4</sup> Established by the International Coffee Council at its 121st Session (see reference documents <u>ICC-121-</u> <u>9</u> and <u>FA 179/18</u>).



WP Council 336/23 Rev. 1

27 February 2024 Original: English

International Coffee Council 137<sup>th</sup> Session 19 March 2024 London, United Kingdom Memorandum of Understanding between the International Coffee Organization, the International Trade Centre and the Centre for Circular Economy in Coffee (C4CEC)

## Background

1. During its 136<sup>th</sup> Session held in Bengaluru, India, on 28-29 September 2023, the International Coffee Council (ICC) approved the Memorandum of Understanding (MoU) between the International Coffee Organization (ICO), the International Trade Centre (ITC) and the Center for Circular Economy in Coffee (C4CEC) as circulated in document <u>WP</u> <u>Council 336/23</u>, subject to the removal of paragraph 10.2. Members were also informed that the MoU could not be signed as the ITC's Executive Director could not attend.

2. In light of further discussions with the ITC and C4CEC, subsequent amendments were made, including to paragraphs 10.2 and 10.3, together with other minor drafting changes, some of which are only applicable to the English original. The MoU was then signed in December 2023 with the understanding that it was subject to final validation by the Council.

## Action

The Council is requested to <u>review</u> the amendments highlighted and to <u>validate</u> the signature of the Executive Director.







# **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;

<mark>2/15</mark> ii

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 a 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 non-commercial 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.<sup>1</sup> In particular, ITC will process personal data with due regard to its confidentiality, in accordance with the specific undertakings below.

<sup>&</sup>lt;sup>1</sup> 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 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.

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 royaltyfree 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;
- 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.
- I) 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;
- 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 preidentified 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 <u>risk threatening the ICO and C4CEC</u> 's safety or <u>harming its interests</u>.



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. 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 ICO, 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 ICO, its employees, officers, agents or sub-contractors. The obligations under this Article do not lapse upon termination or expiry of this MOU. Neither Party shall in any event and irrespective of the legal basis be liable for loss of profit, injury to reputation, loss of revenue, loss of or damage to goodwill, for any indirect, special or consequential loss or any punitive or exemplary damages
- 4. In any case, C4CEC and ICO warrant that they 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: <u>manson@intracen.org</u>

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: <u>gmacola@intracen.org</u>

and

C4CEC shall be represented by

Mr. Mario Cerutti President Center for Circular Economy <u>in Coffee</u> C4CEC

And ICO shall be represented by

Ms. Vanusia Nogueira Executive Director International Coffee Organization ICO

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 Compact<sup>2</sup>, [PARTNER]ICO and C4CEC, by entering into this MOU, each represents and warrants that it is not an entity engaged in and does not tolerate:

 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;

<sup>&</sup>lt;sup>2</sup> <u>http://www.unglobalcompact.org</u>.

- b) human rights abuses, forced or compulsory labour;
- c) the sale or manufacture of anti-personnel mines or components utilized in the manufacture of antipersonnel mines;
- d) sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the [PARTNER]ICO and C4CEC 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 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 arbitrat 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 confidence 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 all 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 **INUMBER IN LETTERS THEN (NUMBER): e.g.,** termination 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],Dubai on At <mark>Geneva</mark>Dubai,on ..... ......[DATE] 10 December 2023 [DATE]10 December 2023 For and on behalf of [PARTNER]: For and on behalf of the Centre for Circular Economy in TRADE International Trade Centre: Coffee ..... ..... [NAME] Nasser Shammout Fiona Shera TITLE Acting Director Mario Cerutti Division of Programme Support Sustainable and Inclusive Trade President

At London, on .....

For and on behalf of International Coffee Organization

Vanusia Nogueira Executive Director

# **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.



WP Council 337/23 Rev. 3

27 February 2024 Original: English

International Coffee Council 137<sup>th</sup> Session 19 March 2024 London, United Kingdom Memorandum of Understanding between the International Coffee Organization and International Trade Centre

## Background

1. During its 136<sup>th</sup> Session held in Bengaluru, India, on 28-29 September 2023, the International Coffee Council (ICC) approved the Memorandum of Understanding (MoU) between the International Coffee Organization (ICO) and the International Trade Centre (ITC) as circulated in document <u>WP Council 337/23 Rev. 2</u>.

2. In light of further discussions with ITC, subsequent amendments were made, including the insertion of paragraph 10.2 together with other minor drafting changes, some of which only apply to the English original. The MoU was signed in December 2023 on the understanding that it was subject to final validation by the Council.

#### Action

The Council is requested to <u>review</u> the amendments highlighted and to <u>validate</u> the signature of the Executive Director.





# 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.<sup>1</sup> In particular, ITC will process personal data with due regard to its confidentiality, in accordance with the specific undertakings below.

<sup>&</sup>lt;sup>1</sup> 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 deidentify 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;
- 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.
- I) 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;
- 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 preidentified 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 cofinancing 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<sub>r</sub>

2. 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 ICO, 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 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, 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] ICO 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] ICO

- 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 <mark>[PLACE],Dubai,</mark> on <mark>.....[DATE]</mark> <u>3 December 2023</u> At <mark>Geneva</mark>Dubai, on <mark>.....[DATE]</mark> 3 December 2023

For and on behalf of International Coffee Organization

For and on behalf of the International Trade Centre:



Vanusia Nogueira Executive Director ICO

Nasser Shammout Pamela Coke

<u>Hamilton</u> <del>Acting Executive</del> Director Division of Programme Support <u>ITC</u>

#### 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.



WP Council 345/24

27 February 2024 Original: English

International Coffee Council 137<sup>th</sup> Session 19 March 2024 London, United Kingdom Joint Declaration of Intent on Coffee Sector Transformation: Towards a Sustainable and Prosperous Future for Coffee Producers and the Entire Global Value Chain

# Background

1. This document contains a copy of the Joint Declaration of Intent between the International Coffee Organization (ICO), the Federal Ministry for Economic Cooperation and Development of the Federal Republic of Germany (BMZ) and the Global Coffee Platform (GCP).

2. The Joint Declaration highlights the signatories' intention to address the social and economic obstacles faced by producers and to achieve the common vision for the coffee sector, as agreed by the Coffee Public Private Task Force (CPPTF) and the International Coffee Council (ICC), in order to pursue economic resilience and social sustainability for farmers; a diversity of origins; environmental sustainability and climate change mitigation through sustainable and regenerative production, trade and consumption; and conservation of natural ecosystems in coffee landscapes.

3. They also express their intention to promote and harness effective public-private dialogue and to mobilize and align actors and resources from different sectors to enable the implementation of commonly-agreed solutions.

# Action

The Council is requested <u>to note</u> the attached Joint Declaration of Intent between ICO, BMZ and GCP.







# Joint Declaration of Intent

on

# Coffee Sector Transformation: Towards a Sustainable and Prosperous Future for Coffee Producers and the Entire Global Value Chain

between

# the Federal Ministry for Economic Cooperation and Development of the Federal Republic of Germany

and

## the International Coffee Organization

and

## the Global Coffee Platform

WHEREAS the Federal Ministry for Economic Cooperation and Development (BMZ) is responsible for German development policy within the Federal Government and committed to fighting poverty and hunger and promoting healthy people in a healthy environment. BMZ promotes worldwide transformation towards a sustainable, climate- and nature-friendly economy and strives to strengthen peace, freedom and human rights;

WHEREAS the International Coffee Organization (ICO) is an intergovernmental organization, established in London in 1963 under the auspices of the United Nations. The ICO brings together coffee exporting and importing governments to tackle the challenges facing the world coffee sector through international cooperation, providing a unique forum for dialogue among governments, the private sector, development partners, civil society, and all coffee stakeholders;

WHEREAS the Global Coffee Platform (GCP) is a multi-stakeholder membership association dedicated to advancing coffee sustainability to bring about a thriving, sustainable coffee sector for generations to come. GCP enables coffee producers, traders, roasters, governments, and NGOs to align and combine their efforts and investments, act collectively on local priorities and critical issues, scale sustainability programmes and grow the global market for sustainable coffee;

WHEREAS BMZ, the ICO and GCP have a common interest in achieving profound global coffee sector transformation to ensure a sustainable and prosperous future for coffee producers and the sector as a whole, with particular emphasis on topics such as living and prosperous income, market transparency, resilience, gender equity, and enabling policies and institutions;

WHEREAS the ICO, with decisive support from BMZ and in partnership with GCP, set up in 2019 the Coffee Private Public Task Force (CPPTF). The CPPTF presents an unprecedented public-private forum and offers a unique multi-stakeholder partnership mechanism to address structural challenges and achieve long-term sustainability in the coffee sector. Operating in line with the 17 UN Sustainable Development Goals, as well with environmental, social and governance (ESG) practices, the specific objectives of the CPPTF are:

- To drive discussions on a joint long-term vision for the sector in order to achieve transformational solutions towards sustainable, inclusive and resilient global coffee value chains;
- (ii) To build consensus among public and private sector coffee stakeholders on a Roadmap for the implementation of the commitments and concrete actions contained in the London Declaration and in line with the International Coffee Agreement;
- (iii) To define new joint concrete and practical actions which build on local initiatives and resource allocation; and
- (iv) To monitor and report on progress and measure impact;

WHEREAS the CPPTF and the International Coffee Council (ICC), the highest authority of the ICO composed of representatives from each of its Member governments, have agreed and adopted the 2030 Roadmap that outlines the commitments and targets for sector transformation;

WHEREAS BMZ, the ICO and GCP are conscious that, in order to achieve the Roadmap's ambitious and vital sector-level goals, collaboration at the national, regional and international levels is necessary, in particular to ensure that all key stakeholders are fully aware and able to participate constructively in the transformation process;

WHEREAS BMZ, the ICO and GCP have distinct and complementary strengths and contributions to make towards the successful transformation of the coffee sector:

- BMZ is a highly respected institution within the international development and economic cooperation field, demonstrating how political leadership can drive structural global change to achieve sustainable agricultural value chains. Its thematic focus is aligned with the CPPTF Roadmap, supporting implementation efforts at the local, regional and international levels;
- (ii) The ICO brings together both coffee exporting and importing countries and their governments, in addition to leading global coffee private sector companies via the CPPTF. Its mission is to strengthen policy dialogue and agree upon and undertake necessary actions and commitments at a global level, including policy change, to ensure a high level of harmonization and coherence of action;
- (iii) The GCP is aligned with the CTTPF vision and offers a unique coordination and delivery structure for collective action through promoting liaison between the global agenda, its broad multi-stakeholder membership, national coffee sustainability platforms and farmer-centric, entrepreneurial programmes. GCP strengthens the ownership of local and global stakeholders for transformational change, supported by increasing market uptake of sustainable coffees towards sustainable sourcing.

NOW THEREFORE the Director-General in the Federal Ministry for Economic Cooperation and Development (BMZ), Dr Ariane Hildebrandt, the Executive Director of the International Coffee Organization (ICO), Ms Vanúsia M. Carneiro Nogueira, and the Executive Director of the Global Coffee Platform (GCP), Ms Annette Pensel, hereby declare:

Their intention to address the root causes behind coffee farmers' lack of economic sustainability which contribute to increasing levels of poverty in producing countries, as well as social and environmental issues that persist in the coffee sector;

Their intention to concentrate efforts on achieving the common vision for the coffee sector, as agreed by the CPPTF and the ICC, in order to pursue the economic resilience and social sustainability of farmers, a diversity of origins, environmental sustainability, and climate change mitigation through sustainable and regenerative production, trade and consumption, and conservation of natural ecosystems in coffee landscapes;

Their intention to further promote the effective public-private dialogue of the CPPTF, the mobilization and alignment of actors and resources with governments of both coffee importing and exporting countries, development partners, the private sector and the United Nations with its specialized Agencies. The aim is to enable the implementation of commonly-agreed solutions through existing structures and to support the creation of additional ones, where needed, to make coffee the most sustainable, inclusive and resilient agricultural sector and to enable compliance with the prevailing regulatory framework;

Their desire to identify suitable joint initiatives relating to the above areas of interest in accordance with the respective policies, procedures, rules and regulations of BMZ, the ICO and GCP, depending on the availability of the necessary funds.

The signatories hereby acknowledge that the present Joint Declaration is not to be construed as a binding document and does not give rise to any form of fiduciary or legal obligation or financial commitment. Any activity that may be conducted under this Joint Declaration is subject to and contingent upon the availability of sufficient staff, funds, and other resources, and may require the execution of one or more legally binding instruments, which will be separately negotiated and agreed upon by the signatories.

Signed on 19 January 2024 in Berlin in three copies in the English language only.

For the Federal Ministry for Economic Cooperation and Development of the Federal Republic of Germany For the International Coffee Organization For the Global Coffee Platform

Dr. Ariane Hildebrandt Director-General Vanúsia M. Carneiro Nogueira Executive Director Annette Pensel Executive Director



FA 371/24 Rev. 1

15 March 2024 Original: English

Report of the Finance and Administration Committee intersessional meeting held on 5 March 2024 F

RESTRICTED

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# REPORT OF THE FINANCE AND ADMINISTRATION COMMITTEE INTERSESSIONAL MEETING HELD ON 5 MARCH 2024

1. This report presents the discussions and recommendations of the 60<sup>th</sup> meeting of the Finance and Administration Committee (FAC), presided by the Chair, Mr Zoltan Agai of the European Union, and held on 5 March 2024.

# Item 1: Adoption of the Agenda

2. The Agenda contained in document <u>FA-361/24 Rev. 1</u> was adopted without amendments.

# Item 2: Report of the intersessional meeting held on 7 September 2023

3. The report of the intersessional meeting held on 7 September 2023, contained in document FA-360/23, was adopted without amendments.

4. The Committee took note of the report.

## Item 3: Financial situation

5. The Head of Finance and Administration presented the information contained in document  $\frac{FA-362/24}{F}$  (Financial Situation as at 31 January 2024).

6. She presented an updated chart showing the actual cash balances at the end of the month, which were forecast to be about £2,800,000 at the beginning of March, reflecting all budgeted expenditures for each month until September 2024. Despite the fact that this cash balance was deemed sufficient to finance the ICO's operations until the end of the current coffee year, the Secretariat continues to encourage Members to make payments promptly.

7. As mentioned in the previous meeting, the Secretariat successfully saved some costs the previous coffee year by taking advantage of remote working and reducing costs related to translation, copying/printing, utilities, and office cleaning. However, these costs are gradually rising due to inflation. The Finance and Administration team has continuously monitored costs and made quick decisions to prevent any future unnecessary expenses and seek possible savings.

8. The total expenditure for the four months ending 31 January 2024 presents a positive variance against the year-to-date budget. The significant variance between the actual expenses and the budget to date as at 31 January 2024 is mainly due to the following factors: (i) Personnel costs; and (ii) a timing difference in relation to Language costs, Meeting costs and Programme of Activities costs.

9. There was a positive variance in Personnel costs due to two of the three new posts approved at the Council in September 2023 having not been filled since the beginning of the coffee year. Recruitment is ongoing and the Secretariat has been using temporary outside services in the interim. Overall, taking the above variances into account, the management accounts at the end of January 2024 show a positive variance and are within budget.

10. Some Members strongly encouraged Members in arrears to pay their contributions promptly.

11. One Member stressed the importance of ensuring the financial sustainability of the ICO, conducting sustainable activities within the coffee industry and strengthening public-private partnerships. He mentioned that costs should be reduced insofar as this did not hinder the operations of the Organization.

12. The Member also suggested including a reference to the Council decisions regarding the provision for outstanding contributions and possibly also a breakdown of past provisions (in the audited report or in the interim reports) since coffee year 2019/2020.

13. The Committee took note of the report and Members' comments, reminding them of the need to pay their contributions promptly.

# Item 4:Outstanding contributionsItem 4.1:Report on collection of contributions from Members in arrears

14. The Head of Finance and Administration presented the information contained in document FA-363/24 (Report on outstanding contributions for coffee year 2023/24 and previous coffee years) as at 4 March 2024. Table A showed the outstanding contributions for coffee year 2023/24 and that total assessments had increased by £101,863 following the Russian Federation's payment of its arrears in November 2023. This resulted in the pro-rata portion of its 2023/24 contribution becoming due.

15. Table B showed outstanding contributions to the Administrative Budget from previous years, which amounted to £467,169.

16. The Head of Finance and Administration then presented the continuation of Table B, which showed outstanding contributions from former Members. This amount was £217,113.

17. Overall, the total outstanding contributions from previous years were £684,292. Finally, Table C showed the same data contained in Table B, but broken down by coffee year.

18. In response to a query from a Member, the Head of Finance and Administration explained that annual contributions became due on 1 October and payable in full by 31 March of the financial year. She continued to state that, as per Article 21 of the International Coffee Agreement (ICA) 2007, if any Member were not to pay its full contribution by the aforementioned deadline, i.e. within six months of the date on which it became due, its voting rights and the right to participate in meetings of the specialized committees would be suspended.

19. The Secretariat provided an update on the Russian Federation as regards its outstanding contributions. As detailed at the 136<sup>th</sup> Session of the Council, a licence was granted by the UK Government's Office of Financial Sanctions Implementation (OFSI) to allow the Organization to receive funds from the Russian Federation. The Russian Federation then confirmed the receipt of this licence and reported that it would consult its authorities to transfer this year's contribution. The Secretariat is now waiting for them to transfer the funds.

20. The Chair emphasized the need for Members to pay their contributions promptly to ensure the economic sustainability of the Organization. The Secretariat is making intensive efforts to reduce spending, but these will be insufficient if contributions are not received.

21. The Committee took note of the report made by the Head of Finance and Administration, and the case of the Russian Federation as regards its outstanding contributions.

## Item 4.2: Communication from the United Kingdom

22. The Head of Finance and Administration presented document <u>FA-369/24</u> containing a letter from the Government of the United Kingdom, requesting the reimbursement of the Russian Federation's pro-rata contribution to the importing Members (UK, Japan, Switzerland and Norway) following the payment of its arrears. As detailed previously, the Russian Federation's payment was delayed mainly due to sanctions imposed by the UK Government.

23. She explained that the Council, at its 136<sup>th</sup> Session in India in September 2023, had approved document <u>ICC-136-2 Rev. 1</u> (Initial distribution of votes in the Council for coffee year 2023/24), which excluded Russia. This was the basis for determining the 2023/24 contributions.

24. In paragraph (8) of Resolution 470, the International Coffee Council resolves "[t]o determine the contributions of any temporarily suspended Member that has been reinstated in accordance with the provisions of paragraph (3) of Article 20 of the ICA 2007". Accordingly, said paragraph states, "The initial contribution of any Member joining the Organization after the entry into force of this Agreement as provided for in Article 42 shall be assessed by the Council on the basis of the number of votes to be held by it and the period remaining in the current financial

year, but the assessments made upon other Members for the current financial year shall not be altered".

25. One Member proposed following the ICA 2007 and ICC Resolution 470 regarding the contribution of the Russian Federation.

26. Another Member proposed that if Russia were to pay its pro-rata contribution for 2023/24, the amount could be used to fund current or future projects or programmes.

27. The Chair summarized that the request from the United Kingdom and the proposals by Members would be brought to the Council in March for a decision.

28. The Committee took note of the above.

## Item 5: Draft Administrative Budget for financial year 2024/25

29. The Head of Operations reported the breakdown of the operational budget of the 2024/25 Programme of Activities, including voluntary contributions as well as personnel costs and ICO running costs as part of items I to III of the Activity-based Budget.

30. The Head of Finance and Administration introduced the Draft Administrative Budget for coffee year 2024/25 (FA-364/24), presenting some key points such as that the 2024/25 contributions were the same as for 2023/24 given the need to keep enhancing ICO activities and carry out the mandate of the Organization at normal activity levels. She highlighted that the total budgeted contribution of £1,300 per vote was very similar to 2018/19 and 2019/20, previous "non-emergency" budgets. Finally, she explained that, considering inflation-related rises in goods and services since coffee year 2018/19, the new 2024/25 draft budget represented around a 17% real-terms reduction overall.

31. The Head of Finance and Administration mentioned that income from external sources was forecast at £38,396, consisting of income from interest, accounting services, statistical data subscriptions and administrative fees from Trust Fund project operations. She also clarified that the Secretariat was making efforts to change the billing method for statistical database subscriptions, an important intangible asset of the Organization, in order to maximize income levels, as well as ensure that the data only reaches designated subscribers.

32. She continued to state that the budget proposed decreases in Personnel and Language costs, and increases in Programme of Activities and Premises costs, as follows:

- (a) A net decrease in Personnel costs due to the fact that the Head of Operations and Chief Economist will retire in 2024/25. The recruitment of these posts at a lower grade will enable the ICO to make savings. However, given expected rises in salaries and other related costs provided for in the Salary Scales released by the United Nations every year, further decreases are unlikely.
- (b) The decrease in Language costs is due to reductions in translation costs observed in coffee year 2022/23 since changing providers. Computer-assisted translation tools are now employed as a cost-saving measure, always alongside suitable quality and efficiency measures. This partial automation of translation work also enables recurring content to be automatically translated.
- (c) The £10,000 increase in Programme of Activities costs is due to plans to update the ICO's communication and operations infrastructure, including social media and the statistics database, with the level of service and security required by the Organization.
- (d) The increase in Premises is related to dilapidations/refurbishment costs following the expiry of the current lease in June 2025.

33. The Draft Budget for 2024/25 would result in a zero deficit, maintaining the overall contributions and income from external sources at their current level.

34. The Executive Director explained the ongoing recruitment of the three new posts approved in the 2023/24 budget (ICC-136-4). She mentioned that the Secretariat had started the process immediately after the 136<sup>th</sup> Session of the Council in India, prioritizing the Communications Officer position, highlighting that the ICO website and social media were an essential part of the Organization's communication strategy.

35. The Executive Director stated that many CVs had been received for both the positions of Public-Private Partnership Officer and Junior Economist and that, for this reason, recruitment was taking longer than expected as ICO staff had to carry out recruitment-related tasks on top of their day-to-day work, always ensuring transparency and fairness in line with rules and regulations. She mentioned that some candidates had already been shortlisted for the Junior Economist position and that the finalist would soon be appointed. For the Public-Private Partnership Officer, the Executive Director clarified that the process was still ongoing, and that the ICO had a consultant to perform the relevant duties in the interim.

36. One Member stressed that the Programme of Activities section of the draft Budget should contain "purposes" in detail, not just numbers. He continued that the voluntary contributions of £1,600,000 should be explained as regards the details and aims of each activity by category.

37. Another Member echoed the importance of optimizing the budget to support the ICO's Programme of Activities and further strengthen the coffee sector.

38. The Head of Finance and Administration responded to four queries raised, as follows:

- (a) The revised draft budget for the 2024/25 would contain more detailed explanations as regards costs savings related to the retirement of the Head of Operations and Chief Economist.
- (b) The increase in the 2024/25 interest income was estimated based on the actual interest earned the previous year as well as for coffee year 2023/24 up to January 2024.
- (c) Similar to the interest income budget, the decrease in the 2024/25 income from statistical subscriptions was calculated based on the actual income earned the previous year.
- (d) The sum of £46,000 budgeted for repatriation/installation costs was for the two internationally-recruited staff members retiring during 2024/25 and also for any newly recruited staff who might assume their positions.

39. The Executive Director responded to a question regarding meeting costs, which had been estimated on the assumption that the autumn 2025 Council session would be held outside of the UK. She clarified that one Member had informally offered to host it in their country, but that this had not yet been officially confirmed.

40. The Chair noted that the draft Budget for 2024/25 would be discussed again at the following meeting, when the Secretariat would also respond to any questions raised.

# Item 6:Accounts for the financial year 2022/23Item 6.1:Administrative Accounts of the Organization and Report of the Auditors

41. The Head of Finance and Administration introduced document <u>FA-365/24</u>, the audited accounts of the Administrative Fund for financial year 2022/23 and the Report of the Auditors.

42. The Committee recommended them for approval by the Council.

# Item 6.2: Accounts of the Special Fund and Report of the Auditors

43. The Head of Finance and Administration introduced document <u>FA-366/24</u>, the Accounts of the Special Fund for financial year 2022/23 and the Report of the Auditors.

44. She continued that the Net Reserve Fund balance as at 30 September 2023 was enough to cover the US\$68,000 to be allocated to the remaining two Asia-Pacific region countries: the Philippines and Timor-Leste. However, she clarified that they had not claimed the funds allocated in accordance with Resolution 459 on the use of the Special Fund, as approved by the ICC in September 2016. In this regard, the Secretariat proposed setting a deadline of mid-September.

45. The Executive Director provided an update on communications sent to those countries, highlighting that they had not been able to appoint experts responsible for undertaking projects with the fund for the past three years. The Secretariat had been in contact with them both before and after the 136<sup>th</sup> Session of the Council held in India.

46. The Committee noted that this matter would remain up to the exporting Members and that they should come up with a solution to enable a decision to be made at the Council.

# Item 6.3: Accounts of the Trust Fund and Report of the Auditors

47. The Head of Finance and Administration introduced document <u>FA-367/24</u>, the Accounts of the Trust Fund for financial year ending 31 December 2023 and the Report of the Auditors.

48. One Member again stressed that further details should be provided with regard to contributions and the "purposes" of the Trust Fund.

49. The Committee recommended the Accounts of the Coffee Sustainability Projects Trust Fund and the Report of the Auditors for approval by the Council. It also noted comments that the Secretariat should provide details of the Trust Fund activities, including purpose of each project, either in the Budget, audited reports or in project status reports.

# Item 6.4: Promotion Fund

50. The Committee noted that no activities had been undertaken with the Promotion Fund in coffee year 2022/23 and that the balance had remained the same, i.e. US\$1,119.

# Item 7: Salary scales and basis for contributions to the Provident Fund

51. The Committee recommended for approval by the Council the salary scales and basis for contributions to the Provident Fund contained in document <u>FA-368/24</u>.

## Item 8: Premises

52. The Executive Director reported updates on the current premises, including that in February 2024, the landlord had offered three options for a lease extension from June 2025: (i) a one-year extension; (ii) a four-year extension with five months rent free; or (iii) a two-year extension with a break clause of six months and three months rent free.

53. She explained that the Secretariat had undertaken further research and sent inquiries to all London-based international organizations to ascertain whether they had any available office space, but none of them had or would have any office space available in the near future.

54. The Executive Director also highlighted that, in November 2023, the Secretariat had had meetings with other international organizations located in Canary Wharf, which seemed to have an affordable market price. Neither an extension of the current lease nor a lease of the potential premises in Canary Wharf would require a new ICA if the lease agreement were signed for a period of less than three years. However, a longer-term lease might require a new ICA or a deposit of six months.

55. She continued to report that the Secretariat had also conducted a broad search in Greater London for alternative premises, concluding that the market had continued to grow in central London, and that prices in prime locations such as Midtown, the West End and the City area were more than double the ICO's current premises. Therefore, in order to make savings on new premises, she explained that only lower-priced areas had been focused on, presenting some example premises to those present.

56. Finally, the Executive Director informed Members that she had been invited to visit Rome to discuss future collaborations with the Directorate General of Development Cooperation (DGDC). She highlighted that one of the items discussed was Italy's interest in hosting the ICO in an available building in front of Piazzale della Farnesina which she had visited alongside the DGDC Director General, Stefano Gatti. Mr Gatti was preparing a formal letter of intent to be sent to the ICO and also to the European Commission - PROBA, which acts as the formal representative of the 27 EU countries at the ICO.

57. Summarizing, the Secretariat presented the following three options for Members' consideration:

- (a) Remain in the current premises at 222 Gray's Inn Rd with an extended lease;
- (b) Re-locate within London to Canary Wharf or other premises; or
- (c) Study the Rome option in depth and any other offers if and when they are received (no later than June 2024) with a one-year extension of the lease at 222 Gray's Inn Road.

58. One Member stressed that relocating to another Member country should be carefully considered to ensure that all activities relating to the ICA 2022 and other ICO operations can be fulfilled in a timely manner.

59. Another Member reported that her delegation had previously favoured a step-by-step approach for reasons of continuity and stability but that, in light of recent developments, they would carefully consider whether to make an offer to the ICO. She also suggested that a level playing field should be guaranteed and the process organized in a fair and transparent way, and sought clarification on whether all interested Members could present bids up until June 2024.

60. The Executive Director suggested that the offers could be received before the summer to begin analysis and discussions among Members and enable them to be submitted to the Council in September 2024. She also stressed that it might be better to accept one of the lease extension options in the meantime rather than relocate to new premises for a short period, as the latter would imply spending money on dilapidation and refurbishment costs.

61. She clarified that there were no budgetary issues impeding an extension of the lease of the current premises, suggesting that if the ICO were to relocate to another Member country any savings could be used for projects, programmes and new activities agreed upon by Members.

62. The Executive Director stressed that the Members would need to make a decision on whether to extend the lease at the current premises by the March 2024 Session of the Council, as the landlord had already specified that he would need confirmation before the summer.

63. One Member emphasized that, given the various lease extension options offered by the landlord, the Organization was no longer in the emergency situation reported to the Council in India in September 2023. He also stated that it was too early to decide or recommend a decision as there was no mandate yet from the Council, suggesting that discussions on the ICO headquarters could continue following an extension of the lease of the current premises. This was also supported by another Member who did not participate in the meeting.

64. The Committee noted that this item would be discussed at the next Council in March 2024.

## Item 9: Other business

65. There were no requests for inclusion of items under 'Other business'.

## Item 10: Date of next meeting

66. The Committee will inform Members of the date of the next meeting.





19 February 2024 Original: English

Finance and Administration Committee 60<sup>th</sup> Meeting 5 March 2024 London, United Kingdom

Financial situation as at 31 January 2024

RESTRICTED

## Background

This paper provides information on the financial situation of the Organization as at 31 January 2024 as per the unaudited management accounts at that date.

#### Action

The Finance and Administration Committee is requested <u>to note</u> this document.

# FINANCIAL SITUATION AS AT 31 JANUARY 2024

## Statement of Assets and Liabilities

1. In accordance with recommendations made during the 125<sup>th</sup> Council Session in September 2019, the Financial Situation as at 31 January 2024 contains the Statement of Assets and Liabilities section (**TABLE A**), as compared to the unaudited balances as at 31 January 2024, the Statement of Revenue and Expenditures as compared to a fourmonth portion of the total budget of 2023/24, and a Provision for Outstanding Contributions consisting of arrears.

- 2. The most significant variances are in the following areas:
  - (a) Outstanding Current Contributions and Arrears (Decrease of £116,678 and £119,228 from 30 September 2023, respectively) shown in TABLE A (a country-by-country breakdown of contributions and arrears is also provided in TABLE F). The decrease resulted in a smooth cash inflow compared to the same time last year, though there are still significant outstanding contributions as at 31 January 2024.
  - (b) Debtors (Decrease of £259,697) The decrease is due to offsetting debtors and creditors accounts relating to the former premises at Berners Street, since the former landlord, Mr Pasha, confirmed that there was no financial obligation between him and the ICO.
  - (c) Cash Balance at Bank (Increase of £1,083,355) This is higher than the balance as at 31 January 2023, due to saving efforts made by the Secretariat over the last few years, as well as a slight improvement in the turnover on outstanding contributions. £2,500,000 is in the short-term Certificate of Deposit (three Certificate of Deposits with six months' maturity) to earn interest (approximately 2% to 3% annually). The cash balance as at 31 January 2024 is sufficient to finance the Organization's operations for the rest of this coffee year if no contributions are received from this moment on.

## **Revenue and Expenditure**

3. The year-to-date budget in **Tables B** and **C** simply shows a four-month portion of the total budget of 2023/24, in comparison to the year-to-date actual figures.

# Revenue

4. The Organization's management accounts for the four months to 31 January 2024 show contributions due for the 2023/24 coffee year of £856,690 and for the arrears of  $\pounds753,463$ .

5. Income from external sources (excluding contributions) for the four months to 31 January 2024 amounts to  $\pounds$ 34,209, against a year-to-date Budget of  $\pounds$ 14,798, a positive variance of  $\pounds$ 19,411. This is mainly due to the increase on the short-term deposit amounts and the fact that the interest rate for the short-term recovered. (**TABLE B**).

# Expenditure

6. Total expenditure for the four months to 31 January 2024 amounted to £687,043, which represents a positive variance of £181,624 against the year-to-date Budget.

7. The most significant variances occurred in the following areas (**TABLE C**):

- (a) Language services under contract (positive variance of £21,349). This is a timing difference as more translation and interpretation services are expected for the upcoming Council in March 2024.
- (b) Personnel (positive variance of £126,685). This is due to two of the three new posts (approved at the last Council in September 2023) having not been filled since the beginning of the 2023/24 coffee year. The Secretariat has been using temporary outside services in the interim.
- (c) Council meeting costs (positive variance of £7,955). This is due to a timing difference because the budget is mainly for the Council session in London in September 2024.
- (d) Programme of Activities (positive variance of £10,762). The year-to-date budget is £25,334. This variance is merely a timing difference, given the four-month portion of the total budget of the Programme of Activities.

# **Provision for Outstanding Contributions**

8. As at 31 January 2024, £65,704 was recorded as a Provision for Outstanding Contributions, consisting of arrears from 2021/22 (**TABLE D**), relating to Members who owed more than two years of contributions at the end of the 2023/24 coffee year,

considering the net recovery on the Provisions for the Outstanding Contributions for the first four months of the coffee year 2023/24.

9. Taking the above variances in income and expenditure into account, the management accounts show a positive variance of £1,983,325 in surplus as at 31 January 2024.

# Reserve Fund

10. The Reserve Fund balance as at 31 January 2024 increased to £3,612,155 (**TABLE E**) from the balance as at 30 September 2023.

11. In conclusion, the expenditure up to 31 January 2024 is deemed to be within the 2023/24 Budget. The Secretariat will continue communicating with Members in arrears to make prompt payments.

## TABLE A

#### INTERNATIONAL COFFEE ORGANIZATION

#### MANAGEMENT ACCOUNTS

#### STATEMENT OF ASSETS AND LIABILITIES

Note		As at 31 January 2024	As at 31 January 2023	Variance
	CURRENT ASSETS	£	£	
1	Contributions outstanding for current year <b>(Table F)</b>	856,690	973,368	(116,678)
2	Contributions outstanding from previous years <b>(Table F)</b>	753,463	872,691	(119,228)
	Less: Provisions for outstanding contributions	(656,975)	(616,621)	(40,354)
	Debtors	113,105	372,802	(259,697)
	Balance with bankers and cash in hand	3,028,953	1,945,598	1,083,355
		4,095,236	3,547,838	547,398
	LESS: CURRENT LIABILITIES			
	Creditors	334,308	336,321	(2,013)
3	Amounts held on behalf of Members	4,773	25,776	(21,003)
4	Less: Amount set aside	144,000	113,826	30,174
		3,612,155	3,071,915	540,240
5	RESERVE FUND	3,612,155	3,071,915	540,240

#### TABLE B

#### INTERNATIONAL COFFEE ORGANIZATION

#### MANAGEMENT ACCOUNTS

#### **REVENUE AND EXPENDITURE**

#### FOR THE FOUR MONTHS TO 31 JANUARY 2024

			YTD Actual	YTD Budget	YTD Variance	Year End Budget
			£	£	£	£
Rever	nue					
a) Memt		tributions of	2,701,863 <sup>2</sup>	2,600,000	101,863	2,600,000 <sup>1/</sup>
b)	Exte	ernal sources				
	Inte	rest	17,908	4,032	13,876	12,096
	Oth	er income				
	1.	Provision of statistical data	9,901	6,667	3,234	20,000
	2.	Accounting/payroll service	2,400	2,433	(33)	7,300
	3.	Income from TF Project	4,000	1,666	2,333	5,000
- Total from external sources		34,209	14,798	19,411	44,396	
		2,736,072	2,614,798	121,274	2,644,396	
Total expenditure (see Table C)		687,043	868,667	(181,624)	2,606,000	
Provisions for outstanding contributions		(65,704)	(38,396)	(27,308)	38,396	
Surplus/Deficit		1,983,325	1,707,735	275,590		

1/ *Corresponding to £1,114 per vote.* 

2/ Russia's voting rights and membership were restored following the payment of its arrears in November 2023 and the pro-rata portion of its 2023/24 contributions became due.

## TABLE C

#### INTERNATIONAL COFFEE ORGANIZATION

#### MANAGEMENT ACCOUNTS

## SUMMARY OF EXPENDITURE BY ITEM

#### FOR THE FOUR MONTHS TO 31 JANUARY 2024

		YTD Actual	YTD Budget	YTD Variance	Year End Budget
		£	£	£	£
1.	Premises	128,116	129,667	1,551	389,000
2.	Language services under contract	6,484	27,833	21,349	83,500
3.	Special contracts	0	3,333	3,333	10,000
4.	Travel	14,898	15,000	102	45,000
5.	Communications	2,668	3,067	399	9,200
6.	Official representation				
7.	Personnel	510,315	637,000	126,685	1,911,000
8.	Other operating costs	5,738	12,433	6,696	37,300
9.	Furniture and equipment	0	0	0	0
10.	Computer-related costs	3,874	6,667	2,792	20,000
11.	Council meeting costs	378	8,333	7,955	25,000
12.	Programme of Activities	14,572	25,334	10,762	76,000
Tot	al	687,043	868,667	181,624	2,606,000

## TABLE D

#### INTERNATIONAL COFFEE ORGANIZATION

#### PROVISION FOR OUTSTANDING CONTRIBUTIONS

## 31 JANUARY 2024

	2021/22
	£
Ghana	4,765
Rwanda	900
Tanzania	10,483
Tunisia	11,436
Uganda	38,120
Total	65,704

#### TABLE E

#### INTERNATIONAL COFFEE ORGANIZATION

#### **RESERVE FUND AS AT 31 JANUARY 2024**

	<u>31 January 2024</u>	30 September 2023
Balance as at 30 September 2023	<u>1,628,829</u>	<u>1,514,970</u>
Add: Transfer from 'Set Aside' Account		
Carried from Income and Expenditure Account Recovery from Provision for the outstanding contributions <sup>1/</sup>	2,049,030	153,351 25,775
Less: Amounts transferred re Termination of contracts Provision for the outstanding contribution <sup>1/</sup>		(76.446)
Prior year Adjustment	(65,704)	(26,446) (38,821)
Balance as at 31 January 2024	<u>3,612,155</u>	<u>1,628,829</u>

#### TABLE F

#### INTERNATIONAL COFFEE ORGANIZATION

#### CONTRIBUTIONS TO THE ADMINISTRATIVE BUDGET FOR THE FINANCIAL YEAR 2023/24 AT 31 JANUARY 2024

	2023/24	Received to	Outstanding
Member	Assessed	31 January 2024	31 January 2024
	£	£	£
Angola	6,500	6,500	0
Bolivia 1/	6,500		6,500
Brazil	436,800	436,800	0
Burundi	9,100	2,845	6,255
Cameroon	9,100		9,100
Colombia	136,500	136,500	0
Costa Rica	18,200	18,200	0
Côte d'Ivoire	20,800		20,800
El Salvador	11,700		11,700
Ethiopia	46,800		46,800
European Union	865,800	865,800	0
Gabon	6,500		6,500
Honduras	65,000		65,000
India	70,200		70,200
Indonesia	78,000		78,000
Japan	187,200	187,200	0
Kenya	14,300	14,300	0
Madagascar	6,500		6,500
Mexico	37,700		37,700
Nepal	6,500		6,500
Nicaragua	35,100	35,100	0
Nigeria	6,500		6,500
Norway	24,700	24,700	0
Panama	6,500		6,500
Papua New Guinea	14,300	11,867	2,433
Peru	44,200		44,200
Philippines	6,500		6,500
Russian Federation <sup>2/</sup>	101,863		101,863
Rwanda	10,400		10,400
Switzerland	92,300	92,300	0
Thailand	9,100		9,100
Timor-Leste	7,800	6,561	1,239
Тодо	6,500	6,500	0
United Kingdom	130,000		130,000
Vietnam	166,400		166,400
Total	2,701,863	1,845,173	856,690

1/Bolivia is on an instalment plan, as approved at the 134<sup>th</sup> Session of the Council in Colombia in October 2022. 2/Russia's voting rights and membership were restored following the payment of its arrears in November 2023 and the pro-rata portion of its 2023/24 contributions became due.

#### TABLE F (CONTD 1)

#### INTERNATIONAL COFFEE ORGANIZATION

#### CONTRIBUTIONS TO THE ADMINISTRATIVE BUDGET FOR THE FINANCIAL YEAR 2023/24 OUTSTANDING FROM PREVIOUS YEARS AT 31 JANUARY 2024

Member	£
Bolivia, Plurinational State of	9,354
Central African Republic	63,054
Congo D.R. of	4,686
Cote d'Ivoire	370
Cuba	6,395
Ecuador	3,875
Gabon	318
Ghana	9,475
Liberia	78,840
Madagascar	5,570
Malawi	58,656
Nigeria	5,570
Panama	104
Peru	36,087
Russia	2,128
Rwanda	9,812
Sierra Leone	11,230
Tanzania	20,845
Tunisia	21,914
Venezuela	20,173
Vietnam	33,214
Yemen	52,260
Zambia	39,944
Zimbabwe	42,476
Total	536,350

#### TABLE F (Contd 2)

#### INTERNATIONAL COFFEE ORGANIZATION

#### CONTRIBUTIONS TO THE ADMINISTRATIVE BUDGET FOR THE FINANCIAL YEAR 2023/24 AT 31 JANUARY 2024

Member	Previous years
	£
Former Member countries who owe arrears:	
Congo, Republic of	39,505
Dominican Republic	30,729
Guinea	108,759
Uganda	38,120
	217,113
Total Outstanding Contributions from previous years	753,463



FA 363/24 Rev. 1

4 March 2024 English only

Finance and Administration Committee 60<sup>th</sup> Meeting 5 March 2024 London, United Kingdom Report on outstanding contributions for coffee year 2023/24 and previous coffee years

RESTRICTED

#### Background

1. The Secretariat has prepared the attached tables to show the situation of outstanding contributions for coffee year 2023/24 and previous coffee years. **Table A** shows outstanding contributions for coffee year 2023/24, **Table B** shows outstanding contributions for previous coffee years and **Table C** shows outstanding contributions with, where possible, a breakdown by coffee year.

2. At the time of this report, the arrears over two years from the 2023/24 coffee year have been reduced by about GBP 177,500 compared to 2022/23.

#### Action

The Committee is requested to consider the information contained in this document.

#### TABLE A

Member	2023/24 Assessed	Received to 4 March 2024	Outstanding 4 March 2024
	£	£	£
Angola	6,500	6,500	0
Bolivia <sup>1/</sup>	6,500		6,500
Brazil	436,800	436,800	0
Burundi	9,100	2,845	6,255
Cameroon	9,100		9,100
Colombia	136,500	136,500	0
Costa Rica	18,200	18,200	0
Côte d'Ivoire	20,800		20,800
El Salvador	11,700		11,700
Ethiopia	46,800		46,800
European Union	865,800	865,800	0
Gabon	6,500		6,500
Honduras	65,000		65,000
India	70,200		70,200
Indonesia	78,000		78,000
Japan	187,200	187,200	0
Kenya	14,300	14,300	0
Madagascar	6,500		6,500
Mexico	37,700		37,700
Nepal	6,500		6,500
Nicaragua	35,100	35,100	0
Nigeria	6,500		6,500
Norway	24,700	24,700	0
Panama	6,500		6,500
Papua New Guinea	14,300	11,867	2,433
Peru	44,200		44,200
Philippines	6,500		6,500
Russian Federation <sup>2/</sup>	101,863		101,863
Rwanda	10,400		10,400
Switzerland	92,300	92,300	0
Thailand	9,100		9,100
Timor-Leste	7,800	6,561	1,239
Тодо	6,500	6,500	0
United Kingdom	130,000		130,000
Vietnam	166,400		166,400
Total	2,701,863	1,845,173	856,690

#### OUTSTANDING CONTRIBUTIONS FOR COFFEE YEAR 2023/24 AS AT 4 MARCH 2024

Bolivia is on an instalment plan, as approved at the 134<sup>th</sup> Session of the Council in Colombia in October 2022.
 Russia's voting rights and membership were restored following the payment of its arrears in November 2023 and the pro-rata portion of its 2023/24 contributions became due.

#### TABLE B

#### CONTRIBUTIONS TO THE ADMINISTRATIVE BUDGET OUTSTANDING FROM PREVIOUS YEARS AS AT 4 MARCH 2024

Member	£
Bolivia, Plurinational State of	9,354
Central African Republic	63,054
Congo D.R. of	4,686
Cote d'Ivoire	370
Cuba	6,395
Ecuador	3,875
Gabon	318
Ghana	9,475
Liberia	78,840
Madagascar	5,570
Malawi	58,656
Nigeria	5,570
Panama	104
Peru	120
Russia	2,128
Rwanda	9,812
Sierra Leone	11,230
Tanzania	20,845
Tunisia	21,914
Venezuela	20,173
Yemen	52,260
Zambia	39,944
Zimbabwe	42,476
Total	467,169

#### TABLE B (cont´d)

#### CONTRIBUTIONS TO THE ADMINISTRATIVE BUDGET FORMER MEMBER COUNTRIES WITH ARREARS AS AT 4 MARCH 2024

Member	Previous years
	£
Former Member countries who owe arrears:	
Congo, Republic of	39,505
Dominican Republic	30,729
Guinea	108,759
Uganda	38,120
	217,113
Total Outstanding Contributions from previous years	684,282

#### TABLE C CONTRIBUTIONS TO THE ADMINISTRATIVE BUDGET FROM 1991 TO 2023 - AS AT 4 MARCH 2024

(In £)

	prior years	2012/13	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21	2021/22	2022/23	Sub-total <sup>2</sup>	Total <sup>3</sup>
Bolivia									5,177			4,178	9,354	9,354
Central African Republic		8,826	8,826	8,826	8,826	7,355	7,355	6,520	6,520				63,054	63,054
Congo D.R. of										4,686			4,686	4,686
Congo Republic of <sup>1</sup>	39,505													39,505
Cuba									6,395				6,395	6,395
Cote d'Ivoire												370	370	370
Dominican Republic <sup>1</sup>	30,729													30,729
Ecuador										3,875			3,875	3,875
Gabon												318	318	318
Ghana										4,710	4,765		9,475	9,475
Guinea <sup>1</sup>	108,759													108,759
Liberia	21,670	7,355	7,355	7,355	7,355	7,355	7,355	6,520	6,520				78,840	78,840
Madagascar												5,570	5,570	5,570
Malawi	1,486	7,355	7,355	7,355	7,355	7,355	7,355	6,520	6,520				58,656	58,656
Nigeria												5,570	5,570	5,570
Panama												104	104	104
Peru											120		120	120
Russia												2,128	2,128	2,128
Rwanda											900	8,912	9,812	9,812
Sierra Leone									6,520	4,710			11,230	11,230
Tanzania										10,362	10,483		20,845	20,845

Tunisia										10,478	11,436		21,914	21,914
Uganda <sup>1</sup>											38,120			38,120
Venezuela							7,133	6,520	6,520				20,173	20,173
Yemen		2,445	7,355	7,355	7,355	7,355	7,355	6,520	6,520				52,260	52,260
Zambia				4,839	7,355	7,355	7,355	6,520	6,520				39,944	39,944
Zimbabwe			16	7,355	7,355	7,355	7,355	6,520	6,520				42,476	42,476
Total	202,149	25,981	30,907	43,085	45,601	44,130	51,263	45,640	63,732	38,821	65,704	96,472	467,169	684,282

<sup>1</sup> Non-member country.

<sup>2</sup> Member countries only.
 <sup>3</sup> Includes non-member countries.



FA 369/24

23 February 2024 Original: English

Finance and Administration Committee 60<sup>th</sup> Meeting 5 March 2024 London, United Kingdom

**Communication from the United Kingdom** 

RESTRICTED

#### Background

1. The delegation of the United Kingdom has submitted a letter to the Executive Director dated 22 February 2024 (see attached **ANNEX I**).

2. The delegation has requested an additional agenda item at the upcoming meeting of the Finance and Administration Committee, concerning the possible reimbursement of the Russian Federation's pro-rata contribution for coffee year 2023/24 to the importing members (UK, Japan, Switzerland, and Norway).

#### Action

The Committee is requested to consider whether this proposal is acceptable and, if appropriate, to make a recommendation to the Council.



Seacole Building 2 Marsham Street, London SW1P 4DF

T: 03459 335577 helpline@defra.gov.uk www.gov.uk/defra

Ms Vanúsia Nogueira Executive Director International Coffee Organisation 222 Gray's Inn Road London WC1X 8HB

Date: 22/02/24

CC: Mr Zoltan Agai, Chair of ICO finance and administration committee

# Reimbursement of Russian Federations 23/24 membership contributions to importing members.

Dear Ms Nogueira

The United Kingdom (UK) requests an agenda item at the upcoming finance and administration committee on 5th March 2024. We request that this agenda item explores a reimbursement of the Russian Federation's pro-rata contributions for 23/24 to the to the importing members (UK, Japan, Switzerland, and Norway).

We understand that the Russian Federation have paid their membership arrears, and are no longer suspended, and therefore a pro-rata membership contribution is expected for this year. The UK would argue that reimbursement of this pro-rata contribution is a reasonable option for importing members, whose contributions for 23/24 were recalculated and increased as agreed at the council meeting in India.

Kind regards,

Tobias Bruce - Jones Growth & Productivity Lead Food & Drink Quality & Partnerships | Agri-food Chain Directorate Department for Environment, Food, and Rural Affairs





ED 2456/24

15 March 2024 Original: English

Communication from the Government of Switzerland

1. The Executive Director attaches a communication from the Government of Switzerland which details its position on the proposal presented by the United Kingdom regarding the Russian Federation's contributions for coffee year 2023/24 (FA-369/24).



Schweizerische Eidgenossenschaft Confédération suisse Confederazione Svizzera Confederaziun svizra

> Ms Vanusia Nogueira Executive Director International Coffee Organization 222 Gray's Inn Road London WC1X 8HB

Our reference: 720.0 SIGSE Contact person: Seraina Sigron Phone: 020 7616 6014 seraina.sigron@eda.admin.ch London, 14 March 2024

### Communication of Switzerland: Request of the United Kingdom regarding the pro rata temporis reimbursement of excess contributions

Dear Executive Director,

Switzerland has undertaken careful consideration and analysis of the recent proposal regarding the *pro rata temporis* reimbursement of contributions from the Russian Federation for the coffee year 2023/2024, as articulated by the United Kingdom (UK) in its letter of 22 February 2024.

In light of the complexities inherent in this situation, Switzerland acknowledges and appreciates the United Kingdom's request. However, it is essential to emphasize that a Council decision has been previously made on this matter and that meeting the UK's request seems not consistent with the provisions of the 2007 International Coffee Agreement and ICC resolution 470.

Against this background, Switzerland is in favour of strict adherence to the established rules and resolutions governing such matters. For this reason, Switzerland is not in a position to support the UK's proposal, but would like to put forward an alternative proposal for consideration during the upcoming 137<sup>th</sup> Council Meeting.

The Swiss proposal entails the clear designation of the surplus contributions for specific projects within the Coffee Public-Private Task Force (CPPTF), i.e. it advocates for the allocation by the Secretariat of these funds towards initiatives that serve the goals of the Roadmap of the CPPTF and thus contribute to the advancement of our shared objectives. Such initiatives could encompass support mechanisms to ensure compliance of smallholders with pertinent regulations, including but not limited to the European Union's Directive on Deforestation-free products (EU DR).

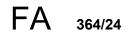
Embassy of Switzerland in the United Kingdom 16-18 Montagu Place, London W1H 2BQ london@eda.admin.ch www.eda.admin.ch/united-kingdom Switzerland believes that by channelling these surplus contributions towards projects with tangible outcomes, the ICO can maximize the utility and the impact of these financial resources. Furthermore, this approach ensures that the funds are utilized judiciously and in accordance with the overarching goals of the ICO.

.

Yours sincerely,

Markus Leitner Ambassador of Switzerland to the United Kingdom





19 February 2024 Original: English

Finance and Administration Committee 60<sup>th</sup> Meeting 5 March 2024 London, United Kingdom

Draft Administrative Budget for financial year 2024/25

RESTRICTED

#### Introduction

1. This document contains the draft Administrative Budget for financial year 2024/25.

2. The Administrative Budget, in line with the standard for multilateral international organizations where staff carry out all the planned activities, can be divided into three broad categories: Premises (17%); Personnel (71%) and Other Expenses (12%). Expenditure on premises is the same as last year, though it may be revised following a decision at the Spring Session of the Council regarding the location of the ICO headquarters. Similarly, the budget and Members' contributions are the same as for 2023/24, considering the need to keep enhancing ICO activities and carry out the mandate of the Organization at normal activity levels. However, it is still lower than 2018/19 and similar to 2019/20, previous 'non-emergency' budgets. If we consider inflation, this represents a 17% real-terms reduction overall.

#### Action

This document will <u>be reviewed</u> by the Finance and Administration Committee.

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#### DRAFT ADMINISTRATIVE BUDGET FOR FINANCIAL YEAR 2024/25

1. This Budget has been prepared on a similar accounting basis to previous years, while also considering the approval of Resolution 470 by the Council at its 126<sup>th</sup> Session.

#### Contributions

2. The estimated total revenue for financial year 2024/25 is £2,657,700, compared to: (i) £2,644,396, as authorized for financial year 2023/24; and (ii) £2,270,383, the actual revenue in financial year 2022/23 (see **Table A** in **Annex I**). Based upon contributions of £2,600,000, which are the same as the approved 2023/24 budget, the contribution per vote remains at £1,300.

3. Interest income is forecast at £30,000. This amount is estimated based on the increased interest rate during 2023/24. The Organization received interest with an average rate of 2% during 2022/23; this has now increased to 3% in coffee year 2023/24.

4. Estimated revenue from external sources amounts to £57,700. This consists of revenue from other international organizations relating to accounting and payroll services provided by the Organization, as well as income from subscriptions to statistics and administrative charges for the Trust Fund projects.

#### Provision for Members in persistent arrears

5. A provision for outstanding contributions from Members in persistent arrears of £65,700 is included in **Table A** of **Annex I** (i.e. those who owed more than two years of contributions to the Administrative Budget as at 1 October 2023). The amount is net of the Recovery on the Provision for outstanding contributions (please see **FA-363/24**).

#### Expenditure

6. **Table B** in **Annex I** shows the proposed expenditure for financial year 2024/25 and compares this to authorized expenditure in 2023/24 and the actual revenue in financial year 2022/23. The following table provides a summary of this information.

		_	Increase/(de	ecrease)		
Financial year	Net expenditure		Amount	Percentage		
		<u>£000</u>	<u>£000</u>	<u>%</u>		
2022/23		2,117	51	(2.3)		
2023/24		2,606	489	23.1		
2024/25		2,600	(6)	(0.0)		

#### NET EXPENDITURE FINANCIAL YEAR 2024/25 COMPARED TO PREVIOUS FINANCIAL YEARS

#### Premises

7. The term of the premises lease runs from April 2017 to June 2025. As the decision about relocating the ICO headquarters after June 2025 will not be discussed until the Council Session in March 2024, for now the rent remains as £290,000, the same full annual rent amount as the 2023/24 budget year. This may be revised in the final draft budget. An amount of £54,000 has been provided under Item 1.4 (Dilapidations/Refurbishment costs for relocation) as a part of the estimated costs.

8. The amount of £9,000 under Item 1.2 in **Table B** of **Annex I** reflects the estimated charge for rates as issued by the Valuation Office Agency.

9. The amount of £90,000 under Item 1.3 in **Table B** of **Annex I** reflects the estimated service charge of £10.2 per square foot based on the annual service charge reported by the landlord, which is linked to the Retail Price Index and adjusted periodically. Other costs included under this item are: building insurance; cleaning; electricity; replacement of lights; air conditioning; and alarm system maintenance.

#### Interpretation and translation

10. The provision for interpretation is based on a programme of two Council Sessions, one in the Spring and one in September, and other meetings which may require interpretation services. As a cost-saving measure, provision is made for only two and three days of interpretation at each Session, respectively.

11. The provision for translation is for work contracted to a new language services provider. Wherever possible, computer-assisted translation tools will be employed as a cost-saving measure, always alongside suitable quality and efficiency measures. Partial automation of translation work will enable recurring content to be automatically translated. As a result, the budget for translation costs has decreased by £25,000 from the previous year.

#### Travel

12. Many Members have invited the Executive Director to visit them, and efforts are being made to maximize the ICO's presence and implement new activities. Thus far, expenses have been funded by the organizers of the events whenever this is possible, and the Travel budget for 2024/25 remains as £45,000, as in 2023/24 (**Annex II**).

#### Personnel

13. **Annex Illa** shows the proposed Establishment Table of the Organization for 2024/25 (with a related Organigram in **Annex Illb**). The following table presents a breakdown of the cost of personnel for each category of staff in the financial years 2022/23 to 2024/25.

	Nur	Number of posts			Personnel cost		
-	2022/23	2023/24	2024/25	2022/23	2023/24	2024/25	
				£000	£000	£000	
Total	12	15	15	1,444	1,911	1,842	
Professional staff	11	14	14	1,400	1,862	1,790	
General Service staff	1	1	1	44	49	52	

14. The Secretariat has conducted a review of all posts in the Establishment Table since December 2023. The draft Budget proposes a **decrease** in Personnel Costs of  $\pounds$ 70,000 in the financial year 2024/25, which is mainly due to the following factors.

15. The Head of Operations (to be regraded from D-1 to P-5/D-1) and Chief Economist (P-4/P-5) will retire during 2024/25. The recruitment of these posts at a lower grade will enable the ICO to make savings.

16. The calculation of the annual personnel cost (Salary, Post Adjustment, Provident Fund and Dependency Allowances), except for National Insurance, private health insurance, travel and life insurances and home leave, is based on the UN Salary Scale released in early 2023, with an average increase of about 3% in line with the expected inflation rate and an exchange rate of US\$1.382/GBP (the average rate of the last 12 months as of December 2023).

#### **Computer-Related Costs**

17. There is an increase of £5,000 for 2024/25 under Computer-Related Costs due to the recent inflation and the need to keep the website up to date, enhance the database infrastructure, and enable auto-translation on social media tools, and so on.

#### **Council meeting costs**

18. Under this budget scenario, expenditures under Item 11 of **Table B** in **Annex I**, 'Council meeting costs', remained the same as the previous year, i.e. £25,000. This assumes that, in 2024/25, one Council session will be held outside of UK, and the other in hybrid (or virtual) format in London. Provision has been made for an electronic hub for interpreters, venues and other meeting-related expenses during the sessions of the Council and other ICO meetings.

#### Support for the Programme of Activities

19. The 'Programme of Activities' is primarily an allocation of consultancy funds to complement staff expertise for the implementation of the ICO's Five-Year Action Plan (document ICC-120-11). The Programme of Activities was  $\pounds76,000$  in the 2023/24 budget and for 2024/25, it has been increased by a further  $\pounds10,000$  to  $\pounds86,000$ , due to plans to update the ICO's communication and operations infrastructure, including social media and the statistics database (Annex V).

#### Other costs

20. Communications and Other Operating expenses were reduced over the last few years, as a part of a move to a paperless office and a cost-saving measure. However, there is expected to be an increase in supplier costs due to inflation.

#### **Reserve Fund**

21. The estimated cost of liquidation of the Organization at 30 September 2024 is £1,090,000 (as compared to £1,438,000 at 30 September 2023) based on an exchange rate of US\$1.382/GBP (average rate of the last 12 months as of December 2023).

22. The decrease is mainly due to: (i) the retirement of the Head of Operations and Chief Economist, which reduced the estimated outstanding annual leave pay-out and other entitlements upon liquidation as at 30 September 2024, as per the Staff Regulations and Staff Rules; and (ii) Premises costs, which were set as a 9-month lump sum rental cost up to June 2025, given that this is the current lease expiration date, as well as miscellaneous charges upon liquidation, which were indicated in the lease agreement as a clause for termination of the contract.

	£ 000's	£ 000's
Premises		
Rent and car parking	218	
Service charge and rates	51	
Electricity, heat and maintenance	8	
Dilapidations	97	
		374
Personnel		
Salaries of staff to liquidate Organization	99	
Termination indemnity - Professional staff	538	
Termination indemnity - General Service staff	0	
Repatriation costs	36	
		673
Communications		
Postage, telephone, etc.	3	
Other expenses	40	
		43
Total cost of Liquidation		1,090

#### Summary of liquidation cost, as at 30 September 2024

#### Surplus/(Deficit)

23. By maintaining the current overall level of contributions and income from external resources, the proposed budget would result in a zero deficit.

#### TABLE A

#### **ADMINISTRATIVE BUDGET 2024/25**

#### ESTIMATED REVENUE AND EXPENDITURE (FIGURES IN £ STERLING)

		Actual 2022/23	Authorized 2023/24	Proposed 2024/25
Reve	າແຍ			
(a)	Contributions of Members	2,234,784 <sup>1</sup>	<b>2,600,000</b> <sup>2</sup>	2,600,000 3
(b)	External sources			
	Interest	12,969	12,096	30,000
	Accounting services	7,800	7,300	7,800
	Statistical data subscriptions	14,830	20,000	14,900
	Administrative fee for Trust Fund		5,000	5,000
Exter	mal sources	35,599	44,396	57,700
Total	revenue	2,270,383	2,644,396	2,657,700
Net e	xpenditure	2,117,031	2,606,000	2,592,000
Less: I	Provisions for outstanding contributions	38,821	38,396	65,700
Surplu	ıs/(Deficit)	114,530 <sup>4</sup>	0	0

1/ The 2022/23 contribution corresponds to £1,114 per vote, (decrease of 17% in relation to 2019/20).

2/ The 2023/24 contribution corresponds to £1,300 per vote) (lower than £1,471 in 2017/18 and similar to £1,304 in 2018/19 and 2019/20).

*3/* The 2024/25 contribution corresponds to £1,300 per vote (the same as 2023/24)

4/ Figures are based on the audited financial reports for 2022/23

#### TABLE B

#### ADMINISTRATIVE BUDGET 2024/25

#### EXPENDITURE BY ITEM AND SUB-ITEM (FIGURES IN £ STERLING)

ltem	and sub-item	Actual <sup>1/</sup> 2022/ 23	Authorized 2023/24	Proposed 2024/25	<u>Increase/(De</u> 2023/24 v 2024/2	<u>ersus</u>
					Amount	Percent
1.	Premises	387,140	389,000	443,000	54,000	13.9%
1.1	Rent	289,925	290,000	290,000		
1.2	Rates	8,403	9,000	9,000		
1.3	Service charge, utilities and maintenance	88,812	90,000	90,000		
1.4	Dilapidations/Refurbishment costs for relocation	0	0	54,000		
2.	Language services under contract	86,757	83,500	70,000	(13,500)	(16.2)%
2.1	Interpretation	23,307	23,500	35,000		
2.2	Translation	63,450	60,000	35,000		
3.	Special contracts	0	10,000	10,000	-	-
3.1	Coffee price service	0	0	0		
3.2	Professional fees	0	10,000	10,000		
4.	Travel	44,423	45,000	45,000	-	-
4.1	Fares for official travel	26,870	30,000	30,000		
4.2	Subsistence allowance	17,553	15,000	15,000		
5.	Communications	7,814	9,200	10,200	1,000	10.9%
5.1	Postage	122	200	200		
5.2	Telephone and fax	7,692	9,000	10,000		
6.	Personnel	1,444,027	1,911,000	1,841,000	(70,000)	(3.7%)
6.1	Basic salaries (net)	589,870	862,000	739,000		
6.2	Post adjustments	385,497	506,000	563,000		
6.3	Personal representation allowance	5,000	5,000	5,000		
6.4	Dependency allowance	37,813	43,000	42,000		
6.5	Education grant	61,210	46,000	35,000		
6.6	Provident Fund	271,056	385,000	353,000		
6.7	Insurance	54,934	58,000	58,000		

ltem	and sub-item	Actual <sup>1/</sup> /	Authorized 2023/24			ecrease) ersus 25
					Amount	Percent
6.8	Installation/Repatriation	0	0	46,000		
6.9	Fares for home leave	3,626	6,000	-		
6.10	Temporary/Outside service	35,021	0	0		
7.	Other operating costs	36,514	37,300	36,800	(500)	(1.3%)
7.1	Photocopiers and printers	4,597	5,000	3,000		
	a. Rental and service					
7.2	Office supplies and stationery					
	a. Document production	757	1,000	1,000		
	b. General	1,864	1,800	2,300		
7.3	Publications	645	1,500	1,500		
7.4	Other expenses	28,651	28,000	29,000		
8.	Computer-related costs	19,902	20,000	25,000	5,000	25.0%
9.	Council meeting costs	24,827	25,000	25,000	-	-
10.	Support for the Programme of Activities	65,627	76,000	86,000		13.2%
Total		2,117,031	2,606,000	2,592,000	14,000	(0.5%)

1/ Figures are based on the audited financial reports for 2022/23

#### TRAVEL COMPLETED AND PLANNED BY THE EXECUTIVE DIRECTOR COFFEE YEAR 2023/24

#### October

- Rome, Italy Participated in International Coffee Day at the Brazilian Embassy with key players from the Italian coffee sector and attended meetings at the UN Food and Agriculture Organization.
- Addis Ababa, Ethiopia Participated in the IWCA event. Expenses partially covered by partners/ICO Members.

#### November

- Espírito Santo/Rio/São Paulo/Minas Gerais with participation from Brazilian researchers, private sector, partners, such as Rabobank, and producers. Expenses totally covered by the organizers.
- San José, Costa Rica Participated in an event organized by SinterCafe, including meetings related to the EUDR. Expenses partially covered by partners/ICO Members.
- NY, USA Participated in Illycaffè events, including a sustainability panel at the UN headquarters. Expenses totally covered by Illycaffè.

#### December

- Dubai, UAE Participated in COP 28 in Dubai, including panels about sustainability and MoU signatures.
- Ho Chi Minh/Vietnam Participated in the Asian International Coffee Conference in Vietnam. Expenses partially covered by partners/ICO Members.

#### January

• Berlin, Germany – Participated in Grüne Woche event – panels, roundtable regarding EUDR, pop-up for two days.

#### February

 Addis Ababa, Ethiopia – Participated in the First African Coffee Week, organized by AFCA, IACO and ACRAM, including meetings with African ministers and the Commissioners of African Union and panels related to regulations, living and prosperous income, women in coffee, etc.

#### March

• Nashville, USA – will participate in the Conservation International seminar, NCA Annual Convention, and the coffee private sector leadership meeting. Expenses will be partially covered by the organizers.

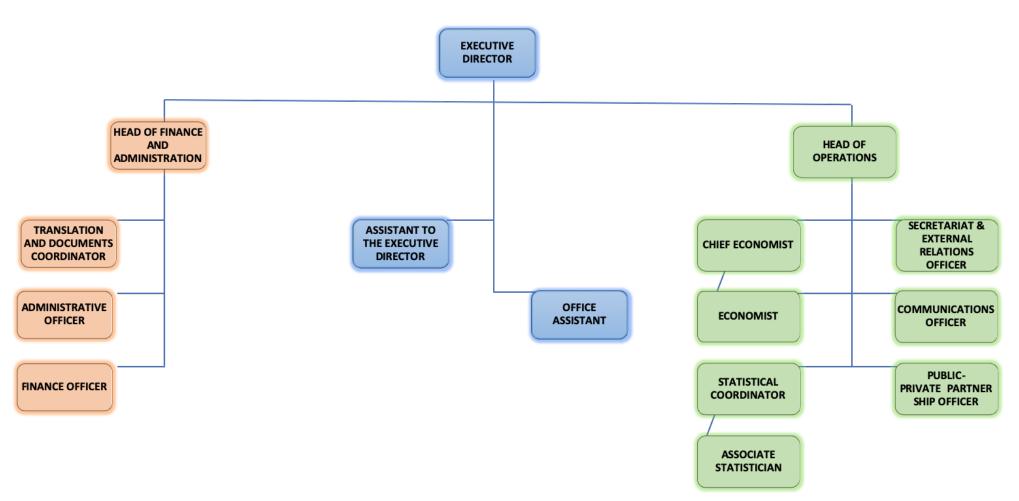
#### ADMINISTRATIVE BUDGET 2024/25

#### ESTABLISHMENT TABLE

2024/25	Post title	Classification
15	TOTAL	
3	OFFICE OF THE EXECUTIVE DIRECTOR	
1	Executive Director	USG
1	Assistant to the Executive Director	P-1/P-2
1	Office Assistant	G-4 / G-5
8	OPERATIONS DIVISION	
1*	Head of Operations	P-5 / D-1
1	Chief Economist	P-4 / P-5
1	Public-Private Partnership Officer	P-3/ P-4
1	Statistical Coordinator	P-2 / P-3
1	Secretariat and External Relations Officer	P-1/P-2
1	Associate Statistician	P-1/P-2
1	Communications Officer	P-1/P-2
1	Economist	P-1 / P-2
4	ADMINISTRATION DIVISION	
1	Head of Finance and Administration	P-4 / P-5
1	Translation and Documents Coordinator	P-1/P-2
1	Administrative Officer	P-1/P-2
1	Finance Officer	P-1 / P-2

\*... Regraded from D-1 to P-5 / D-1

ANNEX IIIb



ORGANIGRAM

#### MOVEMENTS OF RESERVE FUND AS AT 30 SEPTEMBER 2023

	£
Balance as at 30 September 2021	1,465,877
<u>Add:</u>	
Surplus carried to Reserve Fund	118,649
Transfer from 'Set Aside' Account	64,000
Recovery from Provision for the outstanding contributions	13,505
Less:	
Provision for outstanding contributions	(65,205)
Amounts transferred re termination of contract	(81,856)
Balance as at 30 September 2022	1,514,970
<u>Add:</u>	
Surplus carried to Reserve Fund	153,351
Transfer from 'Set Aside' Account	0
Recovery from Provision for the outstanding contributions	25,775
Less:	
Amounts transferred re termination of contract	(26,446)
Provision for outstanding contributions	(38,821)
Balance as at 30 September 2023 <sup>1/</sup>	1,628,829

1/ Figures are based on the audited financial reports for 2022/23

#### PROGRAMME OF ACTIVITIES AND BUDGET FORECAST FOR COFFEE YEAR 2024/25

#### A. <u>Guiding principles:</u>

This document outlines the proposed Programme of Activities (PoA), including planned results, deliverables, and associated budget forecast for coffee year 2024/25. It has been drafted in accordance with the:

## I. Guiding mandated actions as defined by the International Coffee Agreement 2007 (and the ICA 2022 upon entry into force), including:

- i. Collection, exchange and publication of statistical and technical information<sup>1</sup> including the daily composite indicator price (I-CIP).
- ii. Studies, surveys, technical reports and other documents concerning relevant aspects of the coffee sector, as well as the periodic survey on Obstacles to Consumption, report on compliance on Mixtures and Substitutes; report on status of all projects approved by the Council.
- iii. Providing a forum for consultations on coffee matters among governments and with the private sector, and promoting international cooperation on coffee matters; including cooperation with the United Nations and its specialized agencies (FAO, ITC, UNIDO, UNDP, ILO amongst others) as well as with international and regional financial institutions (IFAD, World Bank, IFC, African Development Bank, Inter-American Development Bank amongst others) as well as with civil society and academia to mobilize support and resources to the development and sustainability of the coffee sector and specifically for the farmers;
- iv. Promotion of consumption and market development activities.
- v. Conduct of two regular sessions of the Council a year, and special sessions as required, as well as regular and intersessional meetings of Committees and advisory bodies.
- II. The three strategic goals outlined in the Five-Year Action Plan for the International Coffee Organization, approved by the Council during its 120th Session on 29 September 2017, as a provisional framework pending the development and launch of the renewed Five-Year Action Plan, namely:
  - i. Delivering world-class data, analysis and information to the industry and policymakers.
  - ii. Using the Organization's convening power to provide a forum for dialogue between and within the public and private sectors.

<sup>&</sup>lt;sup>1</sup> On world production, prices, exports, imports and re-exports, distribution and consumption of coffee, including information on production, consumption, trade and prices for coffees in different market categories and products containing coffee.

iii. Facilitating the development of projects and promotion programmes through publicprivate partnerships

#### B. CURRENT DISTRIBUTION OF RESOURCES:

The ICO administrative budget 2024/25 has been forecast with the objective of enabling the Secretariat to effectively and efficiently deliver its strategic and administrative functions afforded by the International Coffee Agreement (ICA) 2007, the decisions adopted by the International Coffee Council (ICC), through the implementation of the proposed annual Programme of Activities (PoA) utilizing the resources outlined herein:

#### i. In-house Human Capital:

The ICO Operations Division (OPS) team, is the main implementing division for substantive activities, drawing upon its specialized staff knowledge and expertise, and thus constitutes the main human capital resource dedicated to the implementation of the planned programme of activities, complemented by external consultants hired on an ad-hoc needs basis, and in close collaboration with the Office of the Executive Director (OED) and of the Finance and Administration Division (FAD).

#### ii. Financial Resources:

The main source of financial contributions (both monetary and in kind) to support operational costs are from assessed contributions paid by ICO Members and , significantly, from voluntary contributions made by ICO Members, donors, development partners, the private sector and other organizations. These are principally allocated to the specific activities under the purview of the Coffee Public-Private Task Force and the implementation of its 2030 Road Map for exporting Members.

#### iii. Overall distribution of resources at present for Coffee Year 2023/24<sup>2345</sup>:

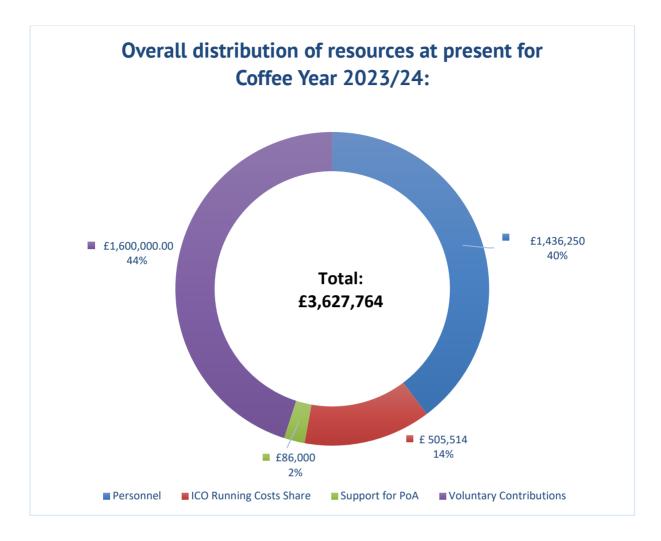
To carry out the PoA, the ICO has access to the following resources:

<sup>&</sup>lt;sup>2</sup> Personnel refers to 100% of the staff from the Operations Division and a share of the cost of the other ICO staff

<sup>&</sup>lt;sup>3</sup> ICO Running Costs Share refers to running costs required for the Operations Division to carry out the PoA for 2024/25

<sup>&</sup>lt;sup>4</sup> Support for the Programme of Activities (PoA) refers to the specific budget allocation for consultancies and other support services to complement in-house resources and expertise

<sup>&</sup>lt;sup>5</sup> Voluntary contributions are those made by ICO members, donors, development partners, the private sector and other organizations, both in kind and in cash, mainly for the work of the CPPTF and the realization of its Road Map 2030 in exporting Members



The administrative Budget allows for an increase of the critical mass to carry out the Programme of Activities even if it is still below the resources required and available in 2016/17 Budget.

#### PROPOSED PROGRAMME OF ACTIVITIES FOR COFFEE YEAR 2024/25 STRATEGIC GOALS, PLANNED RESULTS, DELIVERABLES AND ASSOCIATED BUDGET FORECASTS

#### STRATEGIC GOAL I - Delivering world-class data, analysis and information to the industry and policy-makers.

A core function of the Organization is to be the world's most respected coffee statistical authority, enhancing market transparency by providing Members and third parties with easy access to accurate and comprehensive statistical data, and high-quality analytics related to the world coffee economy to the benefit of all stakeholders in the coffee supply chain, including decision-makers responsible for coffee policy. This function can be accomplished by improving the quality of the statistics and economic analysis produced by the Organization. to ensure that the ICO statistics are collected from Members, processed and disseminated efficiently, promptly and accurately, and that statistical capacity is built on a need basis in Member countries.

#### Planned Result I.A:

#### Enhanced market transparency through collection, processing, validation, analyses and delivery of high-quality data and statistics

DELIVERABLES BY CATEGORY AND SUBCATEGORY	OPERATIONAL COSTS	HUMAN RESOURCE COSTS
Facilitation of the intergovernmental process and expert bodies		
Providing statistical services for meetings (Member states, ICC, ad-hoc expert group meetings, etc.)		
Two sessions of the International Coffee Council (and ad-hoc ICC meetings if needed)		Staff
Meetings of the Finance and Administration Committee		Staff
Meetings of the Joint Committee (Economics Committee - if established) - Statistics-related tasks)		
2-4 Meetings of the Statistical Roundtable		Staff
Seminars, workshops and training events		Staff
Strengthening ICO Members' statistical function and focal points and engaging with Members, subscribers, international organizations, private sector and data providers	£4,000	Staff
Assessment of Members' compliance with ICO-SCI/E and ICO-SCI/I Indicators		Staff
Consultation, advice, advocacy, communication		
Inputs on ICO internal processes:		
Calculations of votes and contributions		Staff

Coffee stats for the CDR (Chapter), Annual Review (Chapters), other publications	Staff
Coffee stats and calculation for the WGEF	Staff
Providing ICO Members with support related to statistics and data	Staff
Technical Materials (Documents, newsletters, bulletins, charts, etc.)	Staff
Ad hoc statistical briefings/inputs for publications, external ICO interventions in response to external consultations	Staff

#### Planned Result I.B:

Positioning of the ICO as the world's most respected coffee statistical authority enhanced and recognized through the elaboration and dissemination of relevant statistical data and economic analysis related to the global coffee sector and the global economy

DELIVERABLES BY CATEGORY AND SUBCATEGORY	OPERATIONAL COSTS	HUMAN RESOURCES COSTS
Consultation, advice, advocacy, communication		
Maintenance/upgrading of the ICO World Coffee statistics database and other ICO tools, (rates increase	£5,000	Staff/external consultants
from developer), Global Knowledge Hub and other ICO Toolkits (including one-off migration costs)		
60 years of data is held online, however there is only one back up copy, we would like to create a		
second back up copy to adhere to standards of data storage management. This back up copy will be	£3,000	Staff/external consultants
held away from the current service provider.		
Promotion of ICO statistics and mobilization of additional subscribers and resources		Staff
Mandatory statistics development and publication (Subscription/access to external databases/	£10,000	Staff
sources)	210,000	Staff
Monthly Coffee Market Report (12 total)		Staff
Quarterly Statistical Bulletin (4 total)		Staff
Monthly Trade Statistics Report among others (12 total)		Staff
Coffee Report and Outlook (2 total)		Staff
Drafting the Coffee Development Report 2024/25	£34,000	Staff/external consultants

Conducting, by request, economic research and empirical analysis with ICO data, surveys and external data/studies	Staff
Monitoring and assessing new regulations, standards and other stress factors affecting the coffee sector, engaging with regulators and coffee producers	Staff
Preparation of ICA mandatory studies (MLA, Obstacles, etc.)	Staff
Technical materials (documents, newsletters, bulletins, briefs, etc.)	Staff
Preparation of articles, presentations, interviews and other relevant content as inputs for external media	Staff

## STRATEGIC GOAL II - Using the Organization's convening power to provide a forum for dialogue between and within the public and private sectors

Strengthen its role as the forum for discussion of coffee matters between Members and with the private sector by acting as a convener, catalyst and source of reference, so as to improve the consistency of coffee policy-making on a global level. It should also identify the particular actions necessary to increase the engagement of Members and third parties with a view to providing better coordination of the various initiatives that address the major challenges facing the coffee sector. This will be achieved by improving the ICO's outreach and its profile as a global knowledge-centre of excellence and analysis of the coffee sector by: (i) delivering high-quality research/analysis in the area of socio-economics of coffee production, trade/consumption, sustainability; (ii) increasing the satisfaction of Members and users; and (iii) advocating for and increasing the interest of donors/partners in the opportunities and challenges of the global coffee sector including new regulations and standards.

## Planned Result II.A/B

Strengthening ICO engagement with Members and other external stakeholders by providing a multi-sectorial leadership forum for dialogue and knowledge exchange on issues impacting the coffee sector

DELIVERABLES BY CATEGORY AND SUBCATEGORY	OPERATIONAL COSTS	HUMAN RESOURCES COSTS
Facilitation of the intergovernmental process and expert bodies		Staff
Providing operational and technical services for meetings (Member states, ICC, ad-hoc expert group meetings ,etc.)		Staff
Two regular sessions of the International Coffee Council (and ad-hoc ICC meetings as needed)		Staff
Meetings of the Finance and Administration Committee		Staff
Meetings of the Joint Committee (Economics Committee - when established)		Staff
Meetings of the CPPTF (3-4) (or Working Party - if established)	£3,000 + CPPTF budget	Staff
7th CEO and Global Leaders Forum	CPPTF budget	Staff
Meetings of the Private Sector Consultative Board (PSCB) or the Board of Affiliate Members (BAM) if established.		Staff
Meetings of the Working Group for the Entry into Force of the ICA 2022 (WGEF)		Staff
Webinars, seminars. Workshops and Expert Group Meetings organized with Members, international organizations, etc.		Staff
Briefing members and facilitation of ICA signature/ratification		Staff

Consultation, advice, advocacy, communication			
Consultations and advocacy to increase the engagement of ICO Members, private sector and other		Staff	
stakeholders in the CPPTF and the realization of the roadmap		Stall	
Managing the CPPTF (or the Working Party if established)	CPPTF budget	Staff/External consultants	
Mobilization of funds through voluntary contributions, sponsorships and donations to ICO activities	£4,000	Staff	
and the CPPTF (or Working party if established) for the 2030 Road Map	14,000	Stall	
Engaging IGOs, IFIs and NGOs in ICO events and participation in external events (travel costs)	£4,000	Staff	
Implementation of signed MoUs, and development, negotiation, signature of new MoUs and		Staff	
cooperation agreements	Star		
External and media relations and communication (press releases, social media, website)	£2,000	Staff	
Outreach programmes, special events and information materials	£2,000	Staff	

REMARKS: The operation of the CPPTF and the actions in exporting Member countries will depend on external voluntary contributions by the private sector, bilateral donors, and international development and financial institutions.

## STRATEGIC GOAL III - Facilitating the development of projects and promotion programmes through public-private partnerships

In order to address specific challenges that constrain the development of the coffee sector in Member countries, the Organization shall facilitate and actively promote the development and implementation of coffee development projects. Furthermore, the ICO shall work towards promoting coffee consumption both in exporting and importing Member countries. The main focus of Strategic Goal III is to: (i) Support ICO Members and coffee stakeholders in the identification, design, fundraising, implementation, monitoring and evaluation of technical cooperation projects with a focus on public-private partnerships. (ii) Provide Members and all coffee stakeholders with tools and actions to foster the promotion of coffee and consumption with a focus on public-private partnerships.

## Planned Result III.A:

## Identification, development and fund mobilization of technical assistance and investment projects for exporting countries

DELIVERABLES BY CATEGORY AND SUBCATEGORY	OPERATIONAL COSTS	HUMAN RESOURCES COSTS
Facilitation of the intergovernmental process and expert bodies		
Meetings of the Joint Committee (Economics Committee - if established) - Project-related tasks		Staff
Technical cooperation projects preparation and fund mobilization / CPPTF Budget	£5,000	External consultants
Consultation, advice, advocacy, communication		
Advocacy for the promotion of cooperation with bilateral, regional and multilateral development		
agencies and donors, to further the sustainable development of the coffee sector, with a focus on		Staff
regulatory framework and long-term sustainability and resilience.		
Advocacy and advice for the establishment of partnerships and collaboration with the donor community/		Staff
mobilization of resources for coffee development projects (Trust Fund)		Stall
Providing advisory services and cooperation with IGOs, private sector, civil society/academia		Staff
Maintenance and promotion of the ICO tools (Gender Tracker, Sustainability Map)	ICO/External funding	Staff
Support the operation and promotion of the Centre for Circular Economy for Coffee	C4CEC funds	Staff

# Planned Result III.B:

Enhance the promotion of coffee consumption through strengthening cooperation with the private sector

DELIVERABLES BY CATEGORY AND SUBCATEGORY	OPERATIONAL COSTS	HUMAN RESOURCES COSTS
Facilitation of the intergovernmental process and expert bodies		
Meetings of the Joint Committee (Economics Committee - if established) - promotion and marketing tasks		Staff
Support Members to launch campaigns and organize coffee promotion events and activities in UK and abroad		Staff
Consultation, advice, advocacy, communication		
Conceptualization and implementation of the International Coffee Day and support to ICO Members and stakeholders / CPPTF Budget	£10,000	Staff/external consultants
Maintenance and promotion of the ICO Market Development Toolkit		Staff
Consultations and advice in support of the monitoring and implementation of regional domestic consumption programmes		Staff
Outreach programmes, special events and information materials		Staff
Maintenance and upgrading of digital platforms and media content		Staff
Communication/social media support and promotion and mobilization of resources and funding for the ICD and other coffee consumption promotional campaigns		Staff/external consultants

## ACTIVITY-BASED BUDGET FOR COFFEE YEAR 2024/25

## Background

1. The Secretariat has prepared a cost analysis summary that analyses the outputs of the Organization from a financial perspective. It seeks to present the relative costs of the main activities of the Organization.

2. The Activity-based Budget for 2024/25 has been prepared, as supplementary information, on the basis that the approximate allocation of time spent on activities has been re-analysed to reflect the restructuring of the Organization. The method of calculation is examined in greater detail below.

## Methodology

- 3. The Secretariat undertook a review of six goals of the Organization:
  - (a) Delivering world-class data, analysis and information to the industry and policymakers.
  - (b) Using the Organization's convening power to provide a forum for dialogue between and within the public and private sectors.
  - (c) Facilitating the development of projects and promotion programmes through public-private partnerships.
  - (d) Ensuring the coherence and the sustainability of the Organization's financial resources based on a reliable internal control system and effective risk management.
  - (e) Ensuring effective human resource management, management of support services and good conditions of work.

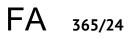
4. An analysis of the work of individual staff members was undertaken to determine the amount of time spent on each activity, expressed in broad terms as a percentage of the individual's work.

5. The Organization's activities were costed in terms of personnel and other directly attributable costs, as well as fixed costs that were allocated to the activities on the basis of staff members' working time on each activity.

# ACTIVITY-BASED BUDGET FOR COFFEE YEAR 2024/25 – Allocation based on the main activities

REF	GOAL	BUDGET ITEMS	COSTS (£)	TOTAL (£)	%
I	Delivering world-class data,	Premises	94,290		
	analysis and information to the	Personnel	415,600		
	industry and policy-makers	Others	46,300		
		Support for the Programme of Activities	59,000	<u>615,190</u>	<u>24%</u>
II	Using the Organization's	Premises	163,137		
	convening power and to provide	Personnel	634,400		
	a forum for dialogue between	Others	81,567		
	and within the public and private sectors	Support for the Programme of Activities	17,000	<u>896,104</u>	<u>33%</u>
III	Facilitating the development of	Premises	80,820		
	projects and promotion	Personnel	386,250		
	programmes through public-	Others	39,400		
	private partnerships	Support for the Programme of Activities	10,000	516,470	<u>21%</u>
IV	Ensuring the coherence and the	Premises	43,397		
	sustainability of the	Personnel	187,300		
	Organization's financial	Others	23,767		
	resources based on a reliable internal control system and an effective risk management	Support for the Programme of Activities	-	<u>254,464</u>	<u>10%,</u>
V	Ensuring an effective human	Premises	61,356		
1	resource management, a	Personnel	217,450		
	management of support services	Others	30,966		
	and good conditions of work	Support for the Programme of Activities	-	<u>309,772</u>	<u>12%</u>
	Draft Budget – Activity based	· · ·	2,592,000	2,592,000	100%





19 February 2024 Original: English

Finance and Administration Committee 60<sup>th</sup> Meeting 5 March 2024 London, United Kingdom Administrative Accounts of the Organization for financial year 2022/23 and Report of the Auditors

RESTRICTED

# Background

In accordance with Rule 14 of the Financial Rules and Financial Regulations of the International Coffee Organization, the Executive Director presents the Annual Accounts of the Organization for the period referred to above and the Report of the Auditors thereon.

# Action

In accordance with Rule 14 of the Financial Rules and Financial Regulations of the Organization, the Finance and Administration Committee shall submit for approval the Annual Accounts and the Auditor's Report together with its observations thereon to the Council at its next Session.

## ADMINISTRATIVE ACCOUNT

## STATEMENT OF ASSETS AND LIABILITIES

Note		As at 30 September 2023 £	As at 30 September 2022 £
	CURRENT ASSETS	<u>L</u>	L
1	Contributions outstanding for current year	239,630	393,998
2	Contributions outstanding from previous years	733,253	635,489
	Less: Provisions for outstanding contributions	- 591,271	- 578,225
	Debtors	187,752	302,744
	Balance with bankers and cash in hand	1,636,566	1,235,820
		2,205,929	1,989,826
	LESS: CURRENT LIABILITIES AND PROVISIONS		
	Creditors and Provisions	428,179	336,732
3	Amounts held on behalf of Members	4,922	25,776
4	LESS: AMOUNTS SET ASIDE	144,000	112,348
		1,628,829	1,514,970
5	RESERVE FUND	1,628,829	1,514,970

#### Annex A

#### INTERNATIONAL COFFEE ORGANIZATION

## MANAGEMENT ACCOUNTS

## **REVENUE AND EXPENDITURE**

#### FOR THE PERIOD TO 30 SEPTEMBER 2023

	Regular Fund			
	YTD Actual	YTD Budget	YTD Variance	Year End Budget
Revenue	£	£	£	£
(a) Contributions of Members Contributions for Trust Fund	<b>2,234,784</b> 1,2	2,228,000	6,784	2,228,000
(b) External sources				
Interest	12,969	700	12,269	700
Other income				
1. Provisional Statistical Data	14,830	14,420	410	14,420
2. Accounting/Payroll Service	7,800	7,200	600	7,200
3. Income from TF Project Service	0	0	0	0
Total from external sources	35,599	22,320	13,279	2,251,020
Total revenue	2,270,383	2,250,320	20,063	4,479,020
Total expenditure (see Table B)	2,117,031	2,167,600	-50,569	2,167,600
Less: Provisions for outstanding contribution	38,821	82,720	-43,899	2,221,500
Surplus/Deficit	114,530	0	114,530	89,920

1. Corresponding to £1,114 per vote

2. The voting rights and membership of Bolivia and Burundi were restored following the payment of their arrears during this coffee year, and the pro-rata portion of their 2022/23 contributions became due.

#### Annex B

## INTERNATIONAL COFFEE ORGANIZATION

## MANAGEMENT ACCOUNTS

#### SUMMARY OF EXPENDITURE BY ITEM

#### FOR THE PERIOD TO 30 SEPTEMBER 2023

		Regular Fund			
		YTD Actual	YTD Budget	YTD Variance	Year End Budget
		£	£	£	£
1.	Premises	387,140	384,000	-3,140	384,000
2.	Language services under contract	86,757	93,000	6,243	93,000
3.	Special contracts	0	12,000	12,000	12,000
4.	Travel	44,423	45,000	577	45,000
5.	Communications	7,814	8,600	786	8,600
6.	Official representation	0	0	0	0
7.	Personnel	1,444,027	1,477,500	33,473	1,477,500
8.	Other operating costs	36,514	35,500	-1,014	35,500
9.	Furniture and equipment		0	0	0
10.	Computer related costs	19,902	20,000	98	20,000
11.	Council meeting costs	24,827	25,000	173	25,000
12.	Programme of Activities	65,627	67,000	1,373	67,000
Tota	I	2,117,031	2,167,600	50,569	2,167,600

## ANNEX C

#### INTERNATIONAL COFFEE ORGANIZATION

#### ADMINISTRATIVE ACCOUNT

## DEBTORS

#### AS AT 30 SEPTEMBER 2023

	£
Government of the United Kingdom:	
Value Added Tax	45,318
Prepayments	75,746
Interfund account due from Special Fund	4,142
Private Medical Insurance - Staffs	882
Provident Fund	60,143
Interest Receivable	1,520
Total	187,752

## ADMINISTRATIVE ACCOUNT

## AMOUNTS HELD ON BEHALF OF MEMBERS AND FORMER MEMBERS AS AT 30 SEPTEMBER 2023

Member	£
Benin El Salvador Honduras Madagascar Nigeria Timor-Leste Uganda	1,344 551 38 2 2,828 148 11
Total	4,922

## ANNEX E

## INTERNATIONAL COFFEE ORGANIZATION

## ADMINISTRATIVE ACCOUNT

#### AMOUNTS SET ASIDE AS AT 30 SEPTEMBER 2023

	Balance as at 30 Sep 2022 £	Transfer to Inc. & Expend. for the year £	Transfer from Inc. & Expend. for the year £	Balance as at 30 Sep 2023 £
Interpretation/Translation	-	-	45,000	45,000
Audit Fee	10,000	-	-	10,000
Programme of Activities	20,000	(4,000)	-	16,000
Personnel Costs	57,744	-	2,256	60,000
Premises	8,000	(8,000)	-	-
Replacement of Computers	16,604	(3,604)	-	13,000
Total	112,348	(15,604)	47,256	144,000

## ANNEX F

#### INTERNATIONAL COFFEE ORGANIZATION

## ADMINISTRATIVE ACCOUNT

## ADMINISTRATIVE EXPENITURE

## FOR THE YEAR ENDED 30 SEPTEMBER 2023

	Administrative Budget adopted by the Council £	Expenditure incurred or set aside as shown in Income and Expenditure £	Regular Fund £
1 Premises	384,000	387,140	- 3,140
2 Language services under contract	93,000	86,757	6,243
3 Special contracts			
4 Travel 1	45,000	44,423	577
5 Communications	8,600	7,814	786
6 Official representation			
7 Personnel	1,477,500	1,444,027	33,473
8 Other operating costs	47,500	36,514	10,986
9 Furniture and equipment			
10 Computer related costs	20,000	19,902	98
11 Council meeting costs	25,000	24,827	173
12 Programme of Activities	67,000	65,627	1,373
Total	2,167,600	2,117,031	50,569

1..... Transfer of £20,000 from Personnel to Travel Costs (ICC-135-6)

ANNEX G

#### INTERNATIONAL COFFEE ORGANIZATION

#### ADMINISTRATIVE ACCOUNT

## PROVISION FOR OUTSTANDING CONTRIBUTIONS AS AT 30 SEPTEMBER 2023

	2022/23 £
Congo D.R. of	4,686
Ecuador	3,875
Ghana	4,710
Sierra Leone	4,710
Tanzania	10,362
Tunisia	10,478
Net Provision for the Outstanding Contributions as of 30/9/2023 Total	38,821
Recovery on the Provision for the Outstanding Contributions	-25,796
Net Provision for the Outstanding Contributions as of 30/9/2023	13,025

## ANNEX H

## INTERNATIONAL COFFEE ORGANIZATION ADMINISTRATIVE ACCOUNT AS AT 30 SEPTEMBER 2023 <u>RESERVE FUND - 5000</u>

	As at 30 September 2023	As at 30 September 2022
Balance as at 30 September 2022	1,514,970	1,465,877
Add:		
Transfer from 'Set Aside' Account	0	64,000
Carried from Income and Expenditure Account	153,351	118,649
Recovery on Provision for the outstanding Contributions	25,775	13,505
Less:		
Amounts transferred - resignation/Termination of contracts	- 26,446	- 65,205
Provision for the outstanding contributions	- 38,821	- 81,856
Prior Year Adjustment		
Balance as at 30 September 2023	<u>1,628,829</u>	<u>1,514,970</u>

## ADMINISTRATIVE ACCOUNT

## **CREDITORS AND PROVISIONS**

#### AS AT 30 SEPTEMBER 2023

	£
Advance from Foreign Office - VAT	77,961
Positively Coffee	103,079
Millennial Media	101,466
All Japan Coffee Association	2,263
HB Surveyors (Net)	34,296
Suppliers	26,200
Accruals	51,931
Trust Fund	4,214
WCC India	18,948
Miscellaneous	7,820
Total	428,179

## CONTRIBUTIONS TO THE ADMINISTRATIVE BUDGET FOR THE FINANCIAL YEAR 2022/23

Member	Contribution at £1114 per vote assessed 30-Sep-23	Received to 30-Sep-23	Outstanding 30-Sep-23
	£	£	£
Angola	5,570	5,570	C
Bolivia *	4,178	0	4,178
Brazil	364,278	364,278	C
Burundi **	2,606	2,606	C
Cameroon	7,798	7,786	12
Colombia	120,312	120,312	C
Costa Rica	15,596	15,596	C
Côte d'Ivoire	18,938	18,568	370
El Salvador	10,026	10,026	0
Ethiopia European Union	40,104	40,104	C
Austria Belgium/Luxembourg Bulgaria Croatia Cyprus Czech Republic Denmark Estonia Finland France Germany Greece Hungary Ireland Italy Latvia Lithuania Malta Netherlands Poland Portugal Romania Slovakia Slovenia Spain Sweden United Kingdom			

741,924

0

	Contribution at		
	£1114 per vote		
	assessed	Received to	Outstanding
Member	30-Sep-22	30-Sep-23	30-Sep-23
	£	£	£
Gabon	5,570	5,253	317
Honduras	62,384	62,384	0
India	59,042	59,032	10
Indonesia	62,384	62,384	0
Japan	118,084	118,084	0
Kenya	12,254	12,254	0
Madagascar	5,570	0	5,570
Mexico	31,192	31,192	0
Nepal	5,570	5,570	0
Nicaragua	28,964	28,964	0
Nigeria	5,570	0	5,570
Norway	16,710	16,710	0
Panama	5,570	5,466	104
Papua New Guinea	12,254	0	12,254
Peru	38,990	2,903	36,087
Philippines	5,570	5,570	0
Russian Federation	98,032	0	98,032
Rwanda	8,912	0	8,912
Switzerland	56,814	56,814	0
Thailand	7,798	7,798	0
Togo	5,570	5,570	0
United Kingdom	82,436	82,436	0
Vietnam	168,214	100,000	68,214
Total	2,234,784	1,995,154	239,630

\* Bolivia paid the first instalment of its arrears (£4,676.97) in December 2022 and the pro-rata portion of its 2022/23 contributions became due.

\*\* Burundi's voting rights and membership were restored following the payment of its arrears in June 2023 and the pro-rata portion of its 2022/23 contributions became due.

9,862	192,287	25,981	30,907	43,085	45,601	44,130	51,263	45,640	63,732	38,821	141,944	733,253
			16	7,355	7,355	7,355	7,355	6,520	6,520			42,476
					-							39,944
		2,445	7,355									52,260
												20,173
											38,120	38,120
								-	-	10,478	11,436	21,914
										10,362	10,483	20,845
									6,520	4,710		11,230
											900	900
											76,240	76,240
												C
									-			C
	1,486	7,355	7,355	7,355	7,355	7,355	7,355	6,520	6,520			58,656
9,862		7,355	7,355	7,355	7,355	7,355	7,355	6,520	6,520			78,840
	108,759								-			108,759
											4,765	9,475
										3,875		3,875
	30.729								-			30,729
	00,000								6.395			6,395
	39.505								-	.,		39,505
		0,020	0,020	0,020	0,020	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	0,520	0,020	4 686		4,686
		8 826	8 826	8 826	8 826	7 355	7 355	6 520	5,177 6 520			5,177 63,054
	9,862 9,862	1,486	30,729 108,759 9,862 11,808 7,355 1,486 7,355 2,445	39,505 30,729 9,862 108,759 11,808 7,355 7,355 1,486 7,355 7,355 2,445 7,355 16	39,505 30,729 9,862 108,759 1,486 7,355 7,355 7,355 1,486 7,355 7,355 7,355 4,839 16 7,355	39,505 30,729 9,862 108,759 11,808 7,355 7,355 7,355 7,355 7,355 1,486 7,355 7,355 7,355 7,355 7,355 2,445 7,355 7,355 7,355 7,355 16 7,355 7,355	39,505 30,729 9,862 108,759 1,486 7,355 7,355 7,355 7,355 7,355 7,355 1,486 7,355 7,355 7,355 7,355 7,355 7,355 1,486 7,355 7,355 7,355 7,355 7,355 16 7,355 7,355 7,355 7,355 7,355	39,505 30,729 9,862 11,808 7,355 7	39,505 30,729 9,862 $108,759$ 11,808 $7,355$ $7,355$ $7,355$ $7,355$ $7,355$ $7,355$ $7,355$ $7,355$ $7,355$ $6,520$ 6,520 - - 2,445 $7,355$ $7,355$ $7,355$ $7,355$ $7,355$ $7,355$ $7,355$ $7,355$ $6,520$ 6,520 -	$\begin{array}{cccccccccccccccccccccccccccccccccccc$	$\begin{array}{c} 39,505 \\ 30,729 \\ 9,862 \\ 11,808 \\ 1,486 \\ 7,355 \\ 1,486 \\ 7,355 \\ 7,35$	$\begin{array}{cccccccccccccccccccccccccccccccccccc$

 1991 - 95
 2001 - 12

 prior years
 prior years
 2012/13
 2013/14
 2014/15
 2015/16
 2016/17
 2017/18
 2018/19
 2019/20
 2020/21
 2021/22
 Sub-total

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 1991 - 95
 2001 - 12

 prior years
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 2021/22
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## OUTSTANDING CONTRIBUTIONS FROM PREVIOUS YEARS AS AT 30/09/2023

## ADMINISTRATIVE ACCOUNT

INTERNATIONAL COFFEE ORGANIZATION

ANNEX K

#### ADMINISTRATIVE ACCOUNT

#### NOTES FOR THE YEAR ENDED 30 SEPTEMBER 2023

1. <u>Contributions outstanding from 2022/23</u>: £239,630

The amounts under this item are shown in Annex J.

2. <u>Contributions outstanding from previous years</u>: £733,253

The amounts under this item are shown in Annex K.

3. <u>Provisions for outstanding contributions</u>: £591,271

The amounts under this item are shown in Annex K.

4. <u>Amounts held on behalf of Members and former Members</u>: £4,922

The amounts under this item are shown in Annex D.

5. <u>Amounts set aside</u>: £144,000

This item represents expenditure for which provision was made in the Administrative Budget for 2022/23 and earlier years but not incurred before 30 September 2023 and which has been carried forward to be used in the financial year 2023/24 for the purposes for which it had been provided.

6. <u>Reserve Fund</u>: £1,628,829

	£
Balance as at 1 October 2022	1,514,970
Add: Carried from Income and Expenditure Account Transfer from Set Aside' Account Recovery on Provision for the outstanding Contributions	153,351 0 25,775
Less: Amounts transferred re Termination of Contracts Provision for the outstanding contributions	(26,446) (38,821)
Balance as at 30 September 2023	1,628,289

#### 7. <u>Administrative Expenditure</u>: £2,117,031

The expenditure in 2022/23 was £2,117,031 compared to the authorized expenditure of £2,167,600. The amounts under this item are shown in Annex B.

#### 8. <u>Surplus carried to Reserve Fund</u>: £50,298

Revenue received in excess/(deficit) of the amount provided:	
	£
Interest	12,269
Other income	7,794
Authorized expenditure	50,569
Provisions for outstanding contributions	43,899
Surplus carried to Reserve Fund	114,531

Contributions assessed for the financial year 2022/23 amounted to £2,234,784 (Annex J).

#### 9. <u>Positively Coffee</u>: £103,079

The Board of the Institute for Scientific Information on Coffee (ISIC) agreed to fund the Positively Coffee Programme from 2002 to 2009, contributing £50,000 per annum. The Promotion Fund agreed to contribute US\$50,000 per annum, also up to 2008/09. The Organization administered this income on behalf of the Positively Coffee Programme but the amounts did not pass through the Income and Expenditure Account. A summary of income and expenditure to 30 September 2023 is as follows:

	£
Balance brought forward at 1 October 2022	103,079
Expenditure	0
Available balance at 30 September 2023	103,079

The balance is included in Creditors and Provisions.

#### 10. Obligation under leases

The Organization leases offices at 222 Gray's Inn Road, London, under an agreement which expires on 16 June 2025.

#### 11. <u>US dollar balances</u>

US dollar balances have been converted to sterling at a rate of US1.21970 = £1, being the closing exchange rate on 30 September 2023.

#### 12. <u>Accounting Policies</u>

#### a. Basis of accounting

The accounts have been prepared on a historical cost and going concern basis and in accordance with the International Coffee Organization's Accounting Policies as detailed below.

The Executive Director acknowledges that the continuing ability of the organization to meet its financial obligation and continue as a going concern is dependent on the members continuing to be in a position to make contributions.

The Executive Director expects contributions to continue to be made as budgeted.

In light of this, the Executive Director has considered the appropriateness of the going concern basis of accounting in the preparation of these financial statements.

#### b. Tangible fixed assets

Tangible fixed assets are written off through the Income and Expenditure Account in the financial year in which they are acquired.

#### c. Unbudgeted expenditure

Unbudgeted expenditure approved by the Members is taken directly from reserves.

#### d. Deferral of expenditure

Expenditure which is authorized but not incurred may be carried forward to subsequent financial years subject to the approval of the Members.

#### e. Provision for outstanding contributions

A provision is included for all outstanding contributions greater than 2 years for the year ending 30 September 2023.



# INDEPENDENT AUDITOR'S REPORT TO THE MEMBERS OF THE INTERNATIONAL COFFEE ORGANIZATION (ICO) IN RESPECT OF THE ADMINISTRATIVE FUND.

# Opinion

We have audited the administrative accounts of the International Coffee Organization (the 'Organization') for the year ended 30 September 2023 which comprise the Statement of Assets and Liabilities, an Income and Expenditure account, Annexes A to I and the notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying financial statements are prepared, in all material respects, in accordance with Article 23 of the International Coffee Agreement 2007 and the relevant accounting policies in note 12.

# **Basis for opinion**

We conducted our audit in accordance with International Standards on Auditing (UK) (ISAs (UK)) and applicable law. Our responsibilities under those standards are further described in the Auditor's responsibilities for the audit of the financial statements section of our report. We are independent of the Organization in accordance with the ethical requirements that are relevant to our audit of the financial statements in the UK, including the FRC's Ethical Standard, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

# **Emphasis of Matter – Basis of Accounting**

We draw attention to note 12 to the financial statements, which describes the basis of accounting. The financial statements are provided for the information of the organisation's members. As a result, the financial statements may not be suitable for another purpose. Our opinion is not modified in respect of this matter.

# **Responsibilities of the Executive Director**

The Executive Director is responsible for the preparation of the financial statements in accordance with Article 23 of the International Coffee Agreement 2007 and for such internal control as the directors determine is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, the Executive Director is responsible for assessing the Organization's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless the directors either intend to liquidate the Organization or to cease operations, or have no realistic alternative but to do so.

# Auditor's responsibilities for the audit of the financial statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not guarantee that an audit conducted in accordance with ISAs (UK) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with ISAs (UK), we exercise professional judgement and maintain professional scepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Organization's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Organization to cease to continue as a going concern.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

## Use of our report

This report is made solely to the Organization's members, as a body, in accordance with our engagement letter dated 6 November 2020. Our audit work has been undertaken so that we might state to the Organization's members those matters we are required to state to them in auditor's report and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the Organization and the Organization's members as a body, for our audit work, for this report, or for the opinions we have formed.



Barres Rolle LA

Barnes Roffe LLP Registered Auditors Leytonstone House Leytonstone London E11 1GA

Date: 26.02.2024



FA 366/24

19 February 2024 Original: English

Finance and Administration Committee 60<sup>th</sup> Meeting 5 March 2024 London, United Kingdom

Special Fund Accounts of the Organization for financial year 2022/23 and Report of the Auditors

RESTRICTED

# Background

The International Coffee Organization presents the Accounts of the Special Fund for the period referred to above and the Report of the Auditors thereon.

# Action

The Committee is requested <u>to review</u> the Accounts before being passed, with its recommendations, to the Council.

## INTERNATIONAL COFFEE ORGANIZATION SPECIAL FUND

.

## STATEMENT OF ASSETS AND LIABILITIES

# (Expressed in United States dollars)

	As at 30 September		
	2023	2022	
CURRENT ASSETS			
Balance with Bankers	89,149	89,149	
Interest receivable	0	0	
	89,149	89,149	
LESS: CURRENT LIABILITIES AND PROVISIONS			
Creditors and Provisions for accrued expenses	5,392	3,892	
NET ASSETS	83,757	85,257	
RESERVE FUND	83,757	85,257	

## SPECIAL FUND ACCOUNT

## INCOME AND EXPENDITURE ACCOUNT

# (Expressed in United States dollars)

For the year ended
30 September

	2023	2022
Interest earned	0	0
Less: Administrative expenditure		
Surplus/(Deficit) carried to reserve fund	(1,500)	(1,000)

## SPECIAL FUND ACCOUNT

## RESERVE FUND AS AT 30 SEPTEMBER 2023

## (Expressed in United States dollars)

Balance brought forward at 1 October 2022	85,257
Add: Deficit carried from Income and Expenditure Account	(1,500)
Balance at 30 September 2023	83,757

## SPECIAL FUND

#### NOTES FOR THE YEAR ENDED 30 SEPTEMBER 2023

#### 1. <u>Reserve Fund: US\$ 84,007</u>

	<u> </u>
Balance at 1 October 2022	85,257
Plus:	
Deficit carried from Income and Expenditure Account	<u>(1,500)</u>
Balance at 30 September 2023	83,757

## 2. <u>Foreign currency balances</u>

Foreign currency balances are expressed in United States dollars at cost. Exchange differences are shown in the Income and Expenditure Account when realized, but full provision is made for unrealized exchange losses.

## 3. <u>Accounting policies</u>

#### 6a. Basis of accounting

The accounts have been prepared on a going concern basis.

#### b. Tangible fixed assets

Tangible fixed assets are written off through the Income and Expenditure Account in the financial year in which they are acquired.

#### c. Unbudgeted expenditure

Unbudgeted expenditure approved by the Members is taken directly from reserves.

#### d. Deferral of expenditure

Expenditure which is authorized but not incurred may be carried forward to subsequent financial years subject to approval of the Members.

#### e. Expenditure

Allocations to meet the cost of authorized activities are made directly from reserves.



# INDEPENDENT AUDITOR'S REPORT TO THE MEMBERS OF THE INTERNATIONAL COFFEE ORGANIZATION (ICO) IN RESPECT OF THE SPECIAL FUND.

# Opinion

We have audited the Special Fund accounts of the International Coffee Organization (the 'Organization') for the period ended 30 September 2023 which comprise the Statement of Assets and Liabilities, an Income and Expenditure account and the notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying financial statements are prepared, in all material respects, in accordance with Article 23 of the International Coffee Agreement 2007 and the relevant accounting policies in note 3.

# Basis for opinion

We conducted our audit in accordance with International Standards on Auditing (UK) (ISAs (UK)) and applicable law. Our responsibilities under those standards are further d escribed in the Auditor's responsibilities for the audit of the financial statements section of our report. We are independent of the Organization in accordance with the ethical requirements that are relevant to our audit of the financial statements in the UK, including the FRC's Ethical Standard, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

# **Emphasis of Matter – Basis of Accounting**

We draw attention to note 3 to the financial statements, which describes the basis of accounting. The financial statements are provided for the information of the organisation's members. As a result, the financial statements may not be suitable for another purpose. Our opinion is not modified in respect of this matter.

# **Conclusions relating to going concern**

We have nothing to report in respect of the following matters in relation to which the ISAs (UK) require us to report to you where:

- The Executive Director's use of the going concern basis of accounting in preparation of the financial statements is not appropriate; or
- The executive Director has not disclosed in the financial statements any identified material uncertainties that may cast significant doubt about the organization's ability to continue to adopt the going concern basis of accounting for a period of at least twelve months from the date when the financial statements are authorised for issue.

# **Responsibilities of the Executive Director**

The Executive Director is responsible for the preparation of the financial statements in accordance with Article 23 of the International Coffee Agreement 2007 and for such internal control as the directors determine is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, the Executive Director is responsible for assessing the Organization's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless the directors either intend to liquidate the Organization or to cease operations, or have no realistic alternative but to do so.

# Auditor's responsibilities for the audit of the financial statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not guarantee that an audit conducted in accordance with ISAs (UK) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with ISAs (UK), we exercise professional judgement and maintain professional scepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Organization's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Organization to cease to continue as a going concern.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

# Use of our report

This report is made solely to the Organization's members, as a body, in accordance with our engagement letter dated 6 November 2020. Our audit work has been undertaken so that we might state to the Organization's members those matters we are required to state to them in auditor's report and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the Organization and the Organization's members as a body, for our audit work, for this report, or for the opinions we have formed.



Barnes Roffe LLP Registered Auditors Leytonstone House Leytonstone London E11 1GA

Date: 26.02.2024



FA 367/24

19 February 2024 Original: English

Finance and Administration Committee 60<sup>th</sup> Meeting 5 March 2024 London, United Kingdom TrustFundAccountsoftheOrganizationforfinancialyear2022/23and Report of the Auditors

RESTRICTED

# Background

The International Coffee Organization presents the Accounts of the Trust Fund for the period referred to above and the Report of the Auditors thereon.

# Action

The Committee is requested <u>to review</u> the Accounts before being passed, with its recommendations, to the Council.



Trust Fund

(Expressed in GBP)

# INTERNATIONAL COFFEE ORGANIZATION

# Trust Fund

(Expressed in GBP)

# As at of 31 December 2023

	2023	2022	
CURRENT ASSETS			
Balance with Bankers	259,069	223,203	
Receivable from donor	11,820	1,192	
LESS: CURRENT LIAB AND PROVISIONS			
Inter-Fund account due to Admin Fund	898		
Accruals		40,000	
NET ASSETS	269,991	184,395	
RESERVE FUND	269,991	184,395	
	0	0	
INCOME & EXPENDITURES			
Contributions from donors			
CPPTF Operations - ANNEX I	114,499	100,400	
Living Income Benchmark - ANNEX II	172,172	235,885	
UNIDO-Global Coffee Fund - ANNEX III	5,000	200,000	
ICO/ILO-Vision Zero Fund- ANNEX IV	20,000		
Total Contributions		311,671	336,285

Expenditures

**CPPTF Operations - ANNEX I** 

2.2. TM/S Eacilitation / Euture Market Transporency	15 001	9,727
3.2 TWS Facilitation/Future Market Transparency	15,881	9,727
3.3 CPPTF TW3 Policy/Int/ Funds	18,750	
4. Quick Wins	29,030	
5. TF Meetings	16,488	
6. M&E System Setup	7,200	
7. Audit fee/ICO Tech/Admin	5,317	4,895
8. CPPTF Communication and Support		2,680
9. Contingency	2,015	
10. Implementation Road map		89,126
11. CGLF		7,847
	94,681	
Living Income Benchmark - ANNEX II	- ,	
LI1. NewForesight	43,476	43,476
LI2. SAI Anker Institute	62,921	40,000
	106,397	
UNIDO-Coffee Sustainability&Resiliance Fund - ANNEX III	4,997	
	4,997	
	·/	
ICO/ILO-Vision Zero Fund- ANNEX IV	20,000	
	20,000	
Total Expenditures	226,075	197,751
Surplus/(Deficit) carried to Reserve Fund	85,596	138,534
		100,001

## **ANNEX I - CPP Task Force Operation**

## Fund from the prior year 2022\*1

## **Contributions from donors - Task Force 2023**

Tchibo GmbH	10,000	
NKG	7,500	
Nestle	20,000	
Illy	7,000	
Sucafina SA	4,999	
Lavazza	10,000	
Ecom	5,000	
Sucden	5,000	
Volcafe	7,500	
Olam International	7,500	
Starbucks	10,000	
JDE	20,000	
		114,499
Total Contirubtions		146,485
Expenditures		
CPPTF Operations		
3.2 TWS Facilitation/Future Market Transparency		15,881
3.3 CPPTF TW3 Policy/Int/ Funds		18,750
4. Quick Wins		29,030
5. TF Meetings		16,488
6. M&E System Setup		7,200
7. Audit fee/ICO Tech/Admin		5,317
8. CPPTF Communication and Support		,
9. Contingency		2,015
		94,681
Surplus/(Deficit) carried to Reserve Fund		51,804

\*1..... From Reserve Fund balance as of 1 January 2023

## ANNEX II - Living Income Benchmark

Fund from the prior year 2022*1		152,409
Contributions from donors		
Louis Dreyfuss Company	8,250	
Nestle	57,127	
Sucden	14,000	
OFI/ Olam	6,205	
NKG	5,000	
Starbucks	29,320	
JDE	23,471	
Tchibo GmbH	28,800	
		172,172
Total Contirubtions		324,581
Expenditures		
NewForesight	43,476	
SAI Anker Institute	62,921	
Total Expenditures		106,397
Surplus/(Deficit) carried to Reserve Fund		218,184

\*1..... From Reserve Fund balance as of 1 January 2023

## ANNEX III - UNIDO-Global Coffee Fund

Fund from the Prior Year 2022	_	-
Contributions from donors		
UNIDO Total Contirubtions	5,000	5,000
Expenditures		
Coffee Sustainability&Resiliance Fund	5,000	
Total Expenditures		5,000
Surplus/(Deficit) carried to Reserve Fund		-

## ANNEX IV - ICO/ILO-Vision Zero Fund

Fund from the Prior Year 2022	_	-
Contributions from donors		
All Japan Coffee Association Total Contirubtions	20,000	20,000
Expenditures		
ICO/ILO-VFZ Project	20,000	
Total Expenditures		20,000
Surplus/(Deficit) carried to Reserve Fund		-

#### INTERNATIONAL COFFEE ORGANIZATION

#### **TRUST FUND**

#### NOTES FOR THE YEAR ENDED 31 DECEMBER 2023

1. Reserve Fund:

Balance at 1 January 2023	184,395
Surplus carried from Income and Expenditure Account	85,596
Balance at 31 December 2023	269,991

GBP

#### 2. Foreign currency balances

Foreign currency balances are expressed in GB Pounds at cost. Exchange differences are shown in the Income and Expenditure Account when realized, but full provision is made for unrealized exchange losses.

#### 3. Accounting policies

#### a. Basis of accounting

The accounts have been prepared on a going concern basis.

#### b. Tangible fixed assets

Tangible fixed assets are written off through the Income and Expenditure Account in the financial year in which they are acquired.

#### c. Unbudgeted expenditure

Unbudgeted expenditure approved by the Members is taken directly from reserves.

#### d. Deferral of expenditure

Expenditure which is authorized but not incurred may be carried forward to subsequent financial years subject to approval of the Members.

#### e. Expenditure

Allocations to meet the cost of authorized activities are made directly from reserves.



# INDEPENDENT AUDITOR'S REPORT TO THE MEMBERS OF THE INTERNATIONAL COFFEE ORGANIZATION (ICO) IN RESPECT OF THE TRUST FUND.

## Opinion

We have audited the Trust Fund accounts of the International Coffee Organization (the 'Organization') for the period ended 31 December 2023 which comprise the Statement of Assets and Liabilities, an Income and Expenditure account and the notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying financial statements are prepared, in all material respects, in accordance with Article 23 of the International Coffee Agreement 2007 and the relevant accounting policies in note 3.

## Basis for opinion

We conducted our audit in accordance with International Standards on Auditing (UK) (ISAs (UK)) and applicable law. Our responsibilities under those standards are further d escribed in the Auditor's responsibilities for the audit of the financial statements section of our report. We are independent of the Organization in accordance with the ethical requirements that are relevant to our audit of the financial statements in the UK, including the FRC's Ethical Standard, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

## **Emphasis of Matter – Basis of Accounting**

We draw attention to note 3 to the financial statements, which describes the basis of accounting. The financial statements are provided for the information of the organisation's members. As a result, the financial statements may not be suitable for another purpose. Our opinion is not modified in respect of this matter.

## **Conclusions relating to going concern**

We have nothing to report in respect of the following matters in relation to which the ISAs (UK) require us to report to you where:

- The Executive Director's use of the going concern basis of accounting in preparation of the financial statements is not appropriate; or
- The executive Director has not disclosed in the financial statements any identified material uncertainties that may cast significant doubt about the organization's ability to continue to adopt the going concern basis of accounting for a period of at least twelve months from the date when the financial statements are authorised for issue.

## **Responsibilities of the Executive Director**

The Executive Director is responsible for the preparation of the financial statements in accordance with Article 23 of the International Coffee Agreement 2007 and for such internal control as the directors determine is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, the Executive Director is responsible for assessing the Organization's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless the directors either intend to liquidate the Organization or to cease operations, or have no realistic alternative but to do so.

## Auditor's responsibilities for the audit of the financial statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not guarantee that an audit conducted in accordance with ISAs (UK) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with ISAs (UK), we exercise professional judgement and maintain professional scepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Organization's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Organization to cease to continue as a going concern.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

## Use of our report

This report is made solely to the Organization's members, as a body, in accordance with our engagement letter dated 6 November 2020. Our audit work has been undertaken so that we might state to the Organization's members those matters we are required to state to them in auditor's report and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the Organization and the Organization's members as a body, for our audit work, for this report, or for the opinions we have formed.



Barnes Roffe LLP Registered Auditors Leytonstone House Leytonstone London E11 1GA

Date: 26.02.2024





19 February 2024 Original: English

Finance and Administration Committee 60<sup>th</sup> Meeting 5 March 2024 London, United Kingdom

Salary scale and basis for contribution to the Provident Fund for staff in the General Service and Professional and Higher categories

RESTRICTED

## Background

This document contains a proposal for the revision of the salary scale and basis for contribution to the Provident Fund for staff in the General Service and Professional and Higher categories, based on recommendations made by the International Civil Service Commission (ICSC).

## Action

This document <u>will be reviewed</u> by the Finance and Administration Committee before being passed, with its recommendation, to the International Coffee Council.

## SALARY SCALES AND BASIS FOR CONTRIBUTIONS TO THE PROVIDENT FUND

#### Introduction

1. The salary scales and related allowances applicable to the staff of the Organization take into consideration those applied under the United Nations common personnel system and based on recommendations made by the International Civil Service Commission (ICSC).

2. As per the Administrative Budget for the 2023/24 coffee year, there are currently 15 posts consisting of staff and the Executive Director. Rule 103.2 of the ICO Staff Rules and Regulations states that salary increments shall be given with satisfactory performance. There is no change in category or grades during the 2023/24 year.

## STAFF IN THE GENERAL SERVICE CATEGORY

- 3. On 23 May 2023, the IMO informed the Organization of the following:
  - (a) General Service salary scales were reviewed, retroactive to February 2023, based on the average movement of the Consumer Price Index (CPI) and Average Weekly Earnings (AWE) or whenever that figure has increased by 5.7% or more over the level reached at the time of the previous revision.
  - (b) An interim adjustment has taken place. Thus, a revised salary scale and basis for contributions to the Provident Fund (shown in **Annex I**) had an increase of 5.1% applied in June 2023, retroactively to 1 February 2023.

## STAFF IN THE PROFESSIONAL AND HIGHER CATEGORIES

4. No revised salary scale for staff in the Professional and higher categories has been issued to date.

5. Under the provisions of Rule 106.1 of the Staff Regulations and Staff Rules (document <u>ICC-119-</u><u>17</u>), contributions to the Provident Fund for staff in the Professional and Higher categories are assessed on the basis of a table corresponding to the scale of pensionable remuneration for staff in said categories in the United Nations. The table currently applicable for this purpose is attached as **Annex II**.

6. The scale of pensionable remuneration has been revised with effect from 1 January 2024 by the ICSC. This revised scale (**Annex III**) represents an increase of approximately 1.5% in relation to the scale currently applicable. The last increase in the scale of pensionable remuneration was in February 2023.

#### Financial considerations

7. If the revised Provident Fund scale is approved, the additional funds required for the remainder of the financial year 2023/24 can be met from within the authorized provision for Item 7 (Personnel) of the Budget.

#### Recommendation

8. On the basis of the criteria hitherto applied in establishing the remuneration of staff, it is proposed that the Council approve the implementation of the revised salary scales and the basis for the contributions to the Provident Fund for staff in the General Service and Professional and Higher categories.

## General Service category Table showing annual gross and net salaries after application of staff assessment (in pounds sterling) Effective 1 February 2023

**Duty Station – LONDON** 

Grade		1.1	н	ш	IV	v	VI	VII	VIII	IX	x	XI
G.1	Gross	27,804	28,954	30,105	31,268	32,465	33,662	34,859	36,057	37,254	38,451	39,649
	Gross Pensionable	27,353	28,505	29,657	30,810	31,963	33,115	34,268	35,420	36,571	37,724	38,876
	Total Net/Net Pensionable	22,028	22,914	23,800	24,686	25,572	26,458	27,344	28,230	29,116	30,002	30,888
G.2	Gross	31,245	32,578	33,912	35,246	36,580	37,914	39,247	40,581	41,915	43,249	44,582
	Gross Pensionable	30,789	32,071	33,353	34,635	35,916	37,198	38,481	39,760	41,043	42,325	43,606
	Total Net/Net Pensionable	24,669	25,656	26,643	27,630	28,617	29,604	30,591	31,578	32,565	33,552	34,539
G.3	Gross	35,231	36,728	38,226	39,723	41,220	42,718	44,215	45,712	47,231	48,770	50,309
	Gross Pensionable	34,630	36,066	37,505	38,941	40,379	41,817	43,253	44,691	46,126	47,562	49,041
	Total Net/Net Pensionable	27,619	28,727	29,835	30,943	32,051	33,159	34,267	35,375	36,483	37,591	38,699
G.4	Gross	39,715	41,386	43,058	44,730	46,401	48,118	49,836	51,554	53,273	54,991	56,709
	Gross Pensionable	38,934	40,540	42,146	43,752	45,357	46,963	48,592	50,263	51,933	53,603	55,276
	Total Net/Net Pensionable	30,937	32,174	33,411	34,648	35,885	37,122	38,359	39,596	40,833	42,070	43,307
G.5	Gross	44,739	46,617	48,542	50,467	52,392	54,317	56,242	58,167	60,092	62,018	63,970
	Gross Pensionable	43,755	45,557	47,357	49,203	51,076	52,949	54,825	56,697	58,570	60,444	62,318
	Total Net/Net Pensionable	34,655	36,041	37,427	38,813	40,199	41,585	42,971	44,357	45,743	47,129	48,515
G.6	Gross	50,475	52,629	54,784	56,938	59,092	61,246	63,421	65,606	67,790	69,975	72,159
	Gross Pensionable	49,210	51,306	53,403	55,499	57,597	59,695	61,788	63,886	65,984	68,079	70,176
	Total Net/Net Pensionable	38,819	40,370	41,921	43,472	45,023	46,574	48,125	49,676	51,227	52,778	54,329
G.7	Gross	56,949	59,357	61,766	64,206	66,648	69,090	71,532	73,975	76,417	78,859	81,301
	Gross Pensionable	55,508	57,852	60,196	62,539	64,883	67,225	69,570	71,912	74,417	76,932	79,444
	Total Net/Net Pensionable	43,480	45,214	46,948	48,682	50,416	52,150	53,884	55,618	57,352	59,086	60,820

The difference between steps I-X within grades indicate annual increments awarded on the basis of satisfactory service. Step XI at all grades is only awarded to staff with over 20 years of service within the United Nations system, who have been at step X for five years and demonstrated an entirely satisfactory service record.

		S (net per annum):				LINGONOLI	200111020	(to be included i	Perioranter	
Spouse		Pounds 258 (for eligible staff of	n board and			First language		Pounds 1.641	net per annum.	
		in receipt of amount prior to 1				Second langua			net per annum.	
			- ·							
		Pounds 285 (for eligible staff of	n board and alr	eady						
		in receipt of amount prior to 1	October 1999).							
		Pounds 430 (for eligible staff of		eady						
		in receipt of amount prior to 1	July 1996).							
First dependent		0								
married staff n	nember	Pounds 1,434								
First dependent	shild of									
single, widowe										
staff member	a, or alvorceu	Pounds 1,434								
stall memoer		r ounds 1,404								
Each additional	dependent	Pounds 614 (for staff who bec	ome eligible							
child	dependent	on or after 1 November 2015).	onie englore							
Each additional	dependent	Pounds 952 (for eligible staff of	n board and air	eadv						
child		in receipt of amount prior to 1								
	a/	Staff assessment is calculated	on the basis of	the 38-month a	verage of Pou	nds 0 774 to US	\$ 1.00			
	-	The official United Nations exc						nsion Fund purp	oses.	
	b/	Long-service step:								
		The qualifying criteria for in-gr	ade increases to	o the long-service	e step are as	follows:				
		(a) The staff member should	nave had at leas	st 20 years of se	rvice within the	e United Nations				
		Common System and five	years of servic	e at the top regu	lar step of the	current grade.				
		(b) The staff member's service	e should have b	een satisfactory						
	-									
	Gross:	Gross salaries have been deri								
		Gross salaries are established	for purposes of	r separation pay	ments and as	the basis for cal	culating tax rel	noursements w	tenever UN sal	aries are tax
	Crease Dana a	Green Presidentile coloring by	un hann darius	d theory of a soulis	ation of staff a	and the block	t Dessianable	- Incine		
	Gross Feris	Gross Pensionable salaries ha Gross Pensionable is the basi							r determining D	oncion hone
		Gross Perisionable is the basi	s for determining	g Fension Fund	contributions	under Anticle 20	OF ONUSAFF RE	guiations and to	determining P	ension bene
	Total Net:	Total net remuneration is the s	um of the pop-r	ensionable con	nonent and th	e net nensionah	le calany			
	IGGITIVEL	rotar net remuneration is the s	and of the non-p	ensionable con	iponent and th	e net pensionat	e salary.			
	Net Pens.:	Net Pensionable is that part of	net salary which	h is used to der	ive to the Gros	s Pensionable 9	Salary			
	Theat I wild	Net Pensionable salary is the						al net salaries		
		The character setary is the	retainet salary	icos die non-pe	maionalore com	ponent, i.e. 100	per cent of tot	ar met balanes.		
	NPC:	Non-Pensionable Component	is that part of ne	et salary exclude	ed from applica	ation of staff ass	essment in det	ermination of the	Gross Pension	able salarv
		The Non-Pensionable Compo								

#### Pensionable remuneration for staff in the Professional and higher categories In US dollars - effective 1 February 2023

Level		STEPS											
Lever	1	11	<i>III</i>	IV	v	VI	VII	VIII	IX	X	XI	XII	XIII
USG	373,673												
ASG	346,919												
D-2	283,883	289,812	295,745	301,681	307,620	313,554	319,485	325,417	331,351	337,282			
D-1	255,267	260,477	265,692	270,905	276,103	281,317	286,530	291,731	296,949	302,155	307,365	312,570	317,781
P-5	221,471	225,903	230,340	234,766	239,203	243,629	248,070	252,499	256,930	261,363	265,796	270,222	274,660
P-4	182,591	186,808	191,026	195,246	199,464	203,690	207,973	212,251	216,525	220,799	225,085	229,351	233,631
P-3	149,558	153,389	157,295	161,195	165,101	169,004	172,906	176,817	180,716	184,618	188,528	192,429	196,338
P-2	116,030	119,429	122,824	126,220	129,620	133,022	136,421	139,812	143,212	146,606	150,001	153,441	156,928
P-1	89,733	92,504	95,274	98,047	100,814	103,678	106,560	109,444	112,328	115,213	118,094	120,973	123,859

Pensionable remuneration associated with pay points for staff beyond the maximum salaries on the unified salary scale

In US dollars - effective 1 February 2023

Level	PP1	PP2
P-4	237,912	242,190
P-3	200,237	204,158
P-2	160,422	
P-1	126,740	

#### Common scale of staff assessment applicable to Professional and higher categories and General Service and related categories Effective 1 January 2019

Total assessable payment (United States dollars)	Staff assessment rates used in conjunction with pensionable remuneration (percentage)
First 20,000	19
Next 20,000	23
Next 20,000	26
Next 20,000	28

#### Pensionable remuneration for staff in the Professional and higher categories

In US dollars - effective 1 January 2024

Level	STEPS												
Lever	1	11	III	IV	V	VI	VII	VIII	IX	X	XI	XII	XIII
USG	383,996												
ASG	351,191												
D-2	285,974	291,905	297,836	303,773	309,711	315,645	321,573	327,512	333,443	339,374			
D-1	257,356	262,565	267,784	272,999	278,192	283,409	288,621	293,822	299,039	304,245	309,455	314,659	319,873
P-5	223,565	227,998	232,434	236,861	241,297	245,723	250,162	254,590	259,024	263,452	267,889	272,312	276,754
P-4	184,401	188,677	192,956	197,232	201,508	205,784	210,068	214,344	218,620	222,891	227,177	231,443	235,722
P-3	151,138	155,041	158,947	162,846	166,754	170,655	174,580	178,544	182,499	186,455	190,424	194,379	198,340
P-2	117,035	120,431	123,826	127,221	130,649	134,144	137,641	141,120	144,615	148,105	151,597	155,097	158,584
P-1	90,263	93,148	96,029	98,915	101,795	104,683	107,562	110,450	113,330	116,218	119,099	121,980	124,865

## Pensionable remuneration associated with pay points for staff beyond the maximum salaries on the unified salary scale In US dollars - effective 1 January 2024

Level	PP1	PP2
P-4	240,005	244,284
P-3	202,296	206,252
P-2	162,073	
P-1	127,746	

## Common scale of staff assessment applicable to Professional and higher categories and General Service and related categories Effective 1 January 2019

Total assessable payment (United States dollars)	Staff assessment rates used in conjunction with pensionable remuneration (percentage)
First 20,000	19
Next 20,000	23
Next 20,000	26
Next 20,000	28
Remaining assessable amount	29



FA 370/24

29 February 2024 Original: English

Finance and Administration Committee 60<sup>th</sup> Meeting 5 March 2024 London, UK **Premises update** 

Restricted

#### Background

1. During the 136<sup>th</sup> Session of the International Coffee Council on 28 and 29 September 2023, the Council agreed that the Secretariat should undertake further research into alternative locations for the premises of the Organization and report to the Finance and Administration Committee in March 2024.

2. This document provides the Committee with an update and also addresses some of the matters that have arisen since its last meeting.

## Action

The Committee is requested <u>to consider</u> this document and <u>to recommend</u> to the Council the action to be taken by the Secretariat regarding the ICO premises.

## PREMISES – UPDATE

## Introduction

1. Members of the Committee will recall that the Secretariat previously contacted representatives of the Government of the United Kingdom who confirmed that there were no suitable spaces available at the time (see **ANNEX I**). The Council approved <u>Resolution 483</u> (see paragraph 93 of the <u>Decisions and Resolutions of the Council</u>) and the Secretariat has since conducted further research to find suitable premises for the ICO following the expiration of the current lease in June 2025.

2. This document aims to update members of the Committee with recent developments.

## Recent correspondence with the landlord

3. In October 2023, the Secretariat was informed by the landlord (CLSH Holdings) that they planned to offer some lease extension options, including discounts for all existing tenants staying for a minimum of two years after June 2025. The Secretariat had discussions with CLSH Holdings in order to better understand their current plans for the building, and the conditions the ICO can expect from them if the decision is to extend the contract.

4. In February 2024, the landlord offered the following options for the lease extension (**ANNEX II**):

- <u>Option 1</u>: One-year extension;
- <u>Option 2:</u> Four-year extension with five months rent free; or
- <u>Option 3</u>: Two-year extension with a break clause of six months and three months rent free.

## Further research undertaken by the Organization

5. The Secretariat has sent inquiries to all London-based international organizations to ascertain whether they have any available office space. However, none of them currently have or will have any office space available in the near future.

6. The Secretariat also had meetings with some international organizations located in Canary Wharf which seems to have an affordable market price. The information obtained from them regarding potential premises (available as of November 2023) can be found in **ANNEX III**.

7. The abovementioned potential premises would not necessitate a new International Coffee Agreement (ICA) if the lease agreement were signed for a period of less than three years. However, a longer-term lease might require a new ICA.

8. The Secretariat has conducted a broad search in Greater London for alternative premises. The conclusion is that the market has continued to grow in central London, and prices in prime locations such as Midtown, the West End and the City area are more than double the ICO's current premises. Therefore, in order to make savings on new premises, only lower-priced areas were focused on. **ANNEX IV** shows the current standard prices for several London locations, and **ANNEX III** shows sample premises in London in comparison with the current premises' cost.

9. The Executive Director was invited to visit Rome to discuss future collaborations with the Directorate General of Development Cooperation. One of the items discussed was Italy's interest in hosting the ICO in an available building in front of Piazzale della Farnesina. The building was visited by the Executive Director and the Director General, Stefano Gatti, who is preparing a formal letter of intent to be sent to the ICO and also to the European Commission - PROBA, which acts as the formal representative of the 27 EU countries at the ICO.

## Summary

- 10. The Secretariat thus presents Members with the following options for their consideration:
  - (a) Remain in the current premises at 222 Gray's Inn Rd with an extended lease;
  - (b) Re-locate within London to Canary Wharf or other premises; or
  - (c) Study the Rome option in depth and any other offers if and when they are received (no later than June 2024).

Department for Environment Food & Rural Affairs

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T: +44 (0) 3459 335577 E: defra.helpline@defra.gov.uk W: gov.uk/defra

Our ref: TO2023/17841

3 October 2023

Dear Vanúsia,

Thank you for your email of 11 September about concerns regarding a new location for your business. We have been asked to reply.

In July, Defra officials met with International Coffee Organization (ICO) representatives to discuss the ICO's plans for their headquarters.

The ICO explained that they were coming to the end of their current tenancy and in accordance with the Headquarters agreement, requested assistance from Defra in finding new premises.

While Defra officials have engaged with colleagues across the Government to investigate any available premises, we confirm that there is nothing suitable at this time.

We hope that the ICO will continue to maintain a presence in the UK as a valued representative of an integral industry to the UK economy.

Yours sincerely,

Ministerial Contact Unit



## Extension of the current lease agreement at 222 Gray's Inn Road- Options for lease terms

	222 Gra				2 Gray's Inn Road			
		Current	(	Option 1	(	Option 2 <sup>1/</sup>	(	Option 3 <sup>1/</sup>
		6,778		6,778		6,778		6,778
Rental cost/sqf	£	42.77	£	42.77	£	39.00 <sup>3/</sup>	£	41.00 <sup>3/</sup>
Headline rent per annual	£	289,926	£	289,926	£	264,342	£	277,898
Lease Term	Fn	ding on 17						in 2 years th a break <sup>3/</sup>
		une 2025		1 year		4 years	•••	clause
Annual savings compared to the				2 /00/		3/		3/
current lease		-		-	-£	25,584	-£	12,028
Rent Free period		-		-		5 months		3 months
Rent Free savings per annum		-		-	-£	27,536 <sup>3/</sup>	-£	17,369 <sup>3/</sup>
Service Charges/sqf 2/ 5/	£	69,136	£	69,136	£	69,136	£	69,136
Total Rent per annum	£	359,062	£	359,062	£	280,358	£	317,637
Total savings per annum Savings in % per annum		-		-	-£	53,120 14.8% <sup>4/</sup>	-£	29,397 8.2% <sup>4/</sup>

1/.... Offers to extend the lease agreement from CLSH Holdings

- 2/.... Subject to periodic changes based on the Consumer Price Index in the UK
- 3/.... Discounts on price per square foot and a Rent Free Period are further negotiable
- 4/... Savings compared to the current lease cost per annum
- 5/... Estimated based on the current service charges as of February 2024

#### Sample Premises in Greater London

		_	Sample Premises in Greater London				n	
		Gray's Inn		Canada Sq	90 1/	Great Suffolk Street		nd Ave
Office size (sqf)		<b>Dption 2</b> 6,778	(Ca	nay Wharf) 2,800		(Waterloo) 1,596 2/		Midtown) 1,489
Rental cost/sqf	£	42.77	£	55.00	£	167.67	£	129.97
Headline rent per annual	£	277,898	£	154,000	£	267,600	£	193,525
Lease Term	М	in 2 years	Mi	n 3 years	N	/in 2 years	Μ	lin 2 years
Annual savings compared to the current lease								
Annual service Charges 4/	£	69,136	£	42,000		-		-
Rent Free savings per annuam	-£	17,369						
Reception (only in 2025) $\pm 70_2000^{3/}$			£	70,000	£	70,000	£	70,000
Total Rent + SC per annum	£	329,665	£	266,000	£	337,600	£	263,525

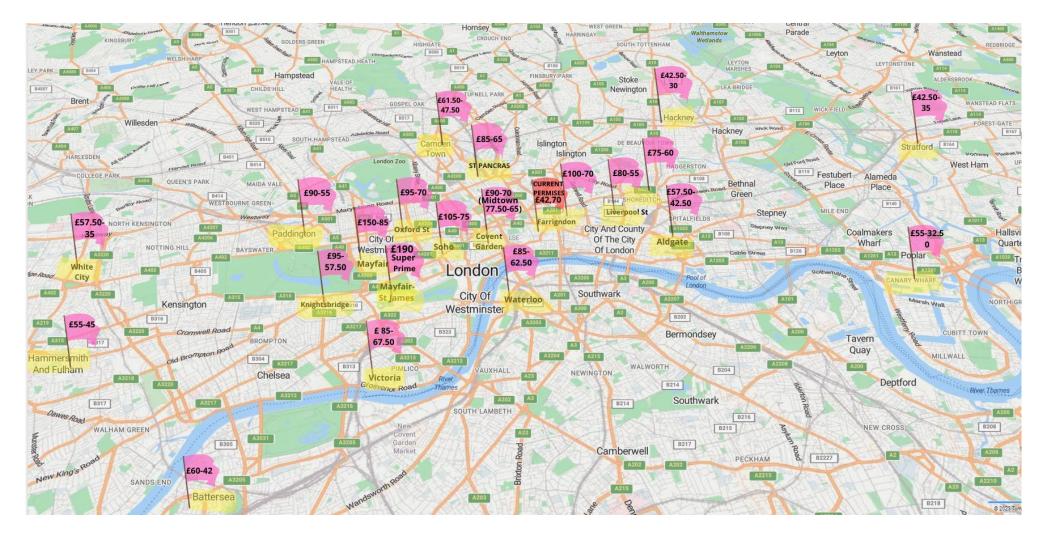
1/... In the same building, One Canada Square, where the International Sugar Organization and International Grains Council are located – an office space available as of November 2023

2/... Serviced office. Suitable for partial remote working due to a smaller office size.

*3/... Relocation will require minor refurbishment costs, moving costs and dilapidation costs for the current premises* 

4/... Estimated based on the current service charges as of February 2024 (Electricity not included). Subject to periodic changes based on the Consumer Price Index in the UK.

## London Price Map (base price per square foot) as of December 2023





ED 2455/24

13 March 2024 Original: English

Communication from the Government of Italy

1. The Executive Director attaches a communication from the Government of Italy, containing an expression of interest in hosting the headquarters of the International Coffee Organization.



Ministero degli Affari Esteri e della Cooperazione Internazionale Direzione Generale per la Cooperazione allo Sviluppo Il Direttore Generale

> Date: 13/03/2024 Prot. **33 460 -** *C*

Dear Executive Director,

**Subject:** Expression of Interest – Hosting the Headquarters of the International Coffee Organization (ICO)

I would like to refer to the discussions held during the 136th Session of the International Coffee Council concerning the process to determine suitable and cost-effective premises for the Organization's Headquarters.

Italy has been an active member of the ICO since its inception when the 1st International Coffee Agreement (ICA 1962) was approved at the United Nations in New York. Italy reaffirms its historical commitment to the sustainable development of the agricultural sector through international cooperation and the reinforcement of the multilateral system.

The coffee sector holds strategic importance in Italy, not only in terms of industry, trade, and consumption but also due to its implications for sustainable development. It contributes significantly to generating income and jobs, addressing poverty and root causes of migration in producing countries—many of which are Least Developed Countries in Africa. Additionally, the sector faces vulnerability due to climate change.

Considering the above factors and recognizing Rome as the UN's food and agriculture hub, hosting several prominent intergovernmental organizations, we believe that relocating the ICO Headquarters to the Italian Capital city presents an excellent opportunity to strengthen synergies with other international organizations. It would also foster collaboration with Italian public and private institutions committed to the sustainable development of the coffee sector.

It is our intention to explore this hypothesis in detail, including with our partners within the European Union, before formalizing our offer in due course.

Sincerely,

Stefano<sup>®</sup>Gatti Director General for Development Cooperation

Stefens Let

Ministry of Foreign Affairs and International Cooperation of Italy Piazzale della Farnesina, 1 00135 Rome

Ministero degli Affari Esteri e della Cooperazione Internazionale - Piazzale della Farnesina, 1 - 00135 Roma - T + 39 06.36911 - esteri.it



WP Council 339/23 Rev. 1

26 February 2024 Original: English

International Coffee Council 137<sup>th</sup> Session 19 March 2024 London, United Kingdom Appointment of office holders and Committee representatives for coffee year 2023/24

## Background

1. At its 136<sup>th</sup> Session, the Council elected its Chair and Vice-Chair for coffee year 2023/24. A list of the current and previous five years' Council office holders is provided in **Annex I**.

2. Following the creation of the Joint Committee (<u>ICC-136-11</u>), also at its 136<sup>th</sup> Session, 6 of the 15 exporting Members' seats remain vacant and no nominations have been received for importing Members.

3. For the Finance and Administration Committee (FAC), the terms of reference of which were also revised at the abovementioned Session (<u>ICC-136-12</u>), 9 of the 15 seats of the exporting Members remain vacant. **Annex II** shows the current composition of the committees and that of the previous five coffee years.

4. Finally, the Council appointed the Chair and Vice-Chair of the FAC and the Chair of the Joint Committee. The Vice-Chair of the Joint Committee remains vacant. **Annex III** contains a list of office holders appointed for the same periods mentioned above.

5. At its 137<sup>th</sup> Session in March 2024, the Council is requested to elect the remaining office holders and finalize the composition of the committees for **2023/24**.

## Action

The Council is requested to consider the composition of Committees.

## **COUNCIL OFFICE HOLDERS**

	Chair	Vice-Chair
2023/24	Dr Enselme Gouthon (Togo)	Mr Tom Fabozzi (EU-Ireland)
2022/23	Mr Massimiliano Fabian (EU-Italy)	Dr Enselme Gouthon (Togo)
2021/22	H.E. Mr Iván Romero-Martínez (Honduras)	Mr Massimiliano Fabian (EU-Italy)
2020/21	Mr John Muldowney (EU-Ireland)	H.E. Mr Iván Romero-Martínez (Honduras)
2019/20	H.E. Mr Iman Pambagyo (Indonesia)	Mr Michel de Knoop (European Union)
2018/19	Ms Stefanie Küng (Switzerland)	Mr Deny Wachyudi Kurnia (Indonesia)

## COMPOSITION OF COMMITTEES

## **EXPORTING MEMBERS**

### Current year

Exporting Members	Joint Committee (15)	Finance and Administration Committee (15)
2023/24	Brazil	Brazil
	Colombia	Colombia
	El Salvador	Honduras
	Honduras	India
	India	Indonesia
	Indonesia	Nepal
	Nicaragua	
	Nepal	
	Mexico	
	6 positions vacant	9 positions vacant

#### Previous years

Exporting Members	Projects Committee (8)	Promotion and Market Development Committee (8)	Finance and Administration Committee (6)	Statistics Committee (8)	Core Group (6)
2022/23	Appointment postponed in March 2023	Appointment postponed in March 2023	Colombia Côte d'Ivoire Honduras India Indonesia Mexico	Appointment postponed March 2023	Please refer to the footnote. <sup>1</sup>
2021/22	Brazil Colombia India Mexico Nicaragua Philippines Togo, 8th Member vacant	Brazil Cameroon Colombia Côte d'Ivoire Honduras India Indonesia Mexico	Colombia Côte d'Ivoire Honduras India Indonesia Mexico	Brazil Colombia El Salvador Indonesia Kenya Mexico 7th Member vacant 8th Member vacant	Brazil Colombia Côte d'Ivoire India Nicaragua 6th Member vacant
2020/21	Burundi Colombia Côte d'Ivoire Nepal Nicaragua Papua New Guinea Peru Togo	Colombia Congo, Dem. Rep. India Indonesia Kenya Mexico Nepal Peru	Colombia Côte d'Ivoire Honduras India Indonesia Uganda	Colombia Congo, Dem. Rep. El Salvador Indonesia Kenya Mexico Nepal Papua New Guinea	Angola Colombia Côte d'Ivoire Nicaragua Nepal Uganda
2019/20	Colombia Côte d'Ivoire Honduras India Indonesia Nicaragua Peru Rwanda	Colombia El Salvador India Nepal Nicaragua Peru Tanzania Togo	Colombia Côte d'Ivoire Honduras India Peru Uganda	Angola Cameroon Colombia Costa Rica Indonesia Kenya Nepal Sierra Leone	Angola Colombia Côte d'Ivoire Nicaragua Nepal Uganda
2018/19	Brazil Colombia Costa Rica Côte d'Ivoire Guatemala India Indonesia Kenya	Brazil Colombia Honduras India Nepal Panama Tanzania Togo	Brazil Colombia Côte d'Ivoire El Salvador Indonesia Uganda	Brazil Cameroon Colombia Costa Rica Honduras India Kenya Nepal	Brazil Colombia Côte d'Ivoire Peru Tanzania Uganda

<sup>&</sup>lt;sup>1</sup> Representatives of the Core Group for the Consultative Forum were appointed for two coffee years (2021/22 and 2022/23) in September 2021

## COMPOSITION OF COMMITTEES

### **IMPORTING MEMBERS**

#### Current year

Importing Members	Joint Committee (3)	Finance and Administration Committee (5)
2023/24	3 positions vacant	European Union
		Japan
		Norway
		Russian Federation
		Switzerland

### Previous years

Importing Members	Projects Committee (3)	Promotion and Market Development Committee (3)	Finance and Administration Committee (5)	Statistics Committee (3)	Core Group (4)
2022/23	Appointment postponed in March 2023	Appointment postponed in March 2023	European Union Japan Norway Russian Federation Switzerland	Appointment postponed in March 2023	Please refer to the footnote 4.2
2021/22	European Union Japan Switzerland	European Union Japan Russian Federation	European Union Japan Norway Russian Federation Switzerland	European Union Russian Federation Switzerland	European Union Japan Russian Federation Switzerland
2020/21	European Union Japan Switzerland	Japan, Russian Federation European Union	European Union Japan Norway Russian Federation Switzerland	European Union Russian Federation Switzerland	European Union Japan Russian Federation Switzerland
2019/20	European Union Japan Switzerland	Japan Russian Federation Switzerland	European Union Japan Norway Russian Federation Switzerland	European Union Russia Federation Switzerland	European Union Japan Russian Federation Switzerland
2018/19	European Union Japan Switzerland	Japan Russian Federation Switzerland	European Union Japan Norway Russian Federation Switzerland	European Union Russia Federation Switzerland	European Union Russian Federation Switzerland 4 <sup>th</sup> Member – vacant

<sup>11-2</sup> 

<sup>&</sup>lt;sup>2</sup> *Representatives of the Core Group for the Consultative Forum were appointed for two coffee years (2021/22 and 2022/23) in September 2021.* 

## **COMMITTEES – OFFICE HOLDERS**

## Current year

		Joint Committee	Finance and Administration Committee
2023/24 Chair: H.E. Mr Aly Touré		H.E. Mr Aly Touré (Côte d'Ivoire)	Mr Zoltan Agai (European Union)
	Vice-Chair:	Vacant	Ms Vera Espíndola (Mexico)

#### Previous years

		Projects Committee	Promotion and Market Development Committee	Finance and Administration Committee	Statistics Committee	Consultative Forum/ Core Group
2022/23	Chair:	Importing Member — Appointment postponed at the 135 <sup>th</sup> Session of the Council.	Exporting Member — Appointment postponed at the 135 <sup>th</sup> Session of the Council.	Ms Vera Espíndola (Mexico)	Importing Member — Appointment postponed at the 135 <sup>th</sup> Session of the Council.	Please refer to footnote 6
	Vice-Chair:	Exporting Member — Appointment postponed at the 135 <sup>th</sup> Session of the Council.	Importing Member —Appointment postponed at the 135 <sup>th</sup> Session of the Council.	Mr Zoltan Agai (European Union)	Exporting Member — Appointment postponed at the 135 <sup>th</sup> Session of the Council.	Please refer to footnote 6
2021/22	Chair:	Dr K. G. Jagadeesha (India)	Vacant	Mr Zoltan Agai (European Union)	Mr James Kiiru (Kenya)	H.E. Mrs Guisell Morales Echaverry (Nicaragua)
	Vice-Chair:	Vacant	H.E. Mr Aly Touré (Côte d'Ivoire)	Ms Vera Espíndola (Mexico)	Vacant	Vacant
2020/21	Chair:	Ms Stefanie Küng (Switzerland)	Mr Corneille Tabalo (Congo, Dem. Rep. of)	Mr N. N. Narendra (India)	Ms Ina Grohmann (EU- Germany)	Mr Aleksander Borisov (Russian Federation)
	Vice-Chair:	H.E. Dr. Durga Bahadur Subedi (Nepal)	Mr Mario Cerutti (EU-Italy)	Vacant	Mr James Kiiru (Kenya)	H.E. Dr Durga Bahadur Subedi (Nepal)
2019/20	Chair:	H.E. Mr Aly Touré (Côte d'Ivoire)	Ms Stefanie Küng (Switzerland)	Ms Elena Stoyanova (Russian Federation)	H.E. Dr. Durga Bahadur Subedi (Nepal)	H.E. Mr Aly Touré (Côte d'Ivoire)
	Vice-Chair:	Mr Michel de Knoop (European Union)	Mr Juan Esteban Orduz (Colombia)	Mr N. N. Narendra (India)	Ms Ina Grohmann (EU- Germany)	Ms Stefanie Küng (Switzerland)
2018/19	Chair:	Mr Mitsuhiro Takayanagi (Japan)	H.E. Dr. Durga Bahadur Subedi (Nepal)	Dr Emmanuel Iyamulemye Niyibigira (Uganda)	Mrs Tatiana Zvereva (Russian Federation)	Mr Kirill Matrenichev (Russian Federation)
	Vice-Chair:	H.E. Mr Aly Touré (Côte d'Ivoire)	Mr Mitsuhiro Takayanagi (Japan)	Mr Kirill Matrenichev (Russian Federation)	Dr Yenugula Raghuramulu (India)	H.E. Mr Aly Touré (Côte d'Ivoire)