



Organización Internacional del Café
Organização Internacional do Café
Organisation Internationale du Café

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International Coffee Council
Ninety-first Session
21 – 24 September 2004
London, England

**Memorandum of Cooperation between the
International Coffee Organization (ICO)
and the Food and Agriculture Organization
of the United Nations (FAO)**

Background

1. The attached document contains a copy of a Memorandum of Cooperation between the International Coffee Organization (ICO) and the Food and Agriculture Organization of the United Nations (FAO).
2. The Memorandum outlines agreement between the two organizations on global developmental objectives and mechanisms for cooperation. It was signed during the 91st Session of the Council from 21 to 24 September 2004.

Action

The Council is requested to take note of this document.

MEMORANDUM OF COOPERATION

BETWEEN

THE INTERNATIONAL COFFEE ORGANIZATION (ICO)

AND

**THE FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED
NATIONS (FAO)**

Date: September 2004

**MEMORANDUM OF COOPERATION
BETWEEN
THE INTERNATIONAL COFFEE ORGANIZATION (ICO) AND THE FOOD AND
AGRICULTURE ORGANIZATION OF THE UNITED NATIONS (FAO)**

Preamble

Considering that the International Coffee Organization (ICO) is the main intergovernmental organization for coffee, bringing together producing and consuming countries to tackle the challenges facing the world coffee sector through international cooperation;

Conscious of the important role of FAO in identifying specific commodity problems and in proposing international action to mitigate them, as well as in assisting individual developing countries to formulate and implement their national commodity and trade policies;

Desirous of establishing a framework for cooperation in order to promote the common objectives of the ICO and FAO in countries of common membership;

Bearing in mind the desirability of regular consultations for achieving mutual understanding to enhance and facilitate future collaboration between the Parties to this Memorandum;

Recalling the mandates of both Parties to alleviate poverty, promote rural development, encourage diversification, develop a sustainable coffee economy and facilitate preparation and supervision of coffee development projects;

Acknowledging that both Parties have, in recent years, collaborated in joint activities and share common approaches and interests including, among others, the implementation of a major project for the prevention of mould formation in coffee and the joint development of coffee market projections;

Conscious of the close and mutually beneficial relationship which has been developed over recent years and of the need to establish working arrangements within the framework of their respective rules and regulations;

The Parties have agreed to the following:

1. Global Developmental Objectives in the Coffee Sector

- 1.1 To promote synergies and improve coordination in order to use their resources dedicated to development projects relating to the coffee sector more effectively and efficiently for the benefit of their respective Members, in particular the coffee producing countries;
- 1.2 To cooperate in organizing meetings dedicated to identifying needs and deficiencies to develop effective project proposals relating to the coffee sector compatible with the Parties' priorities and criteria. The meetings shall be preceded, as appropriate, by informal consultations at the working level;
- 1.3 To explore ways in which FAO could collaborate with ICO, within the framework of their respective rules and regulations, to assist in project monitoring and evaluation procedures and to agree on working schedules on a case-by-case basis;
- 1.4 To provide assistance to ICO in formulating, implementing and evaluating development projects in the sector of mutual interest to the Parties. The ICO shall endeavour,

whenever possible, to request FAO's technical expertise. Such technical services shall be provided by FAO against an agreed compensation.

2. Mechanisms for Cooperation in the Coffee Sector

The Parties shall endeavour to undertake joint activities within the framework of their work programme taking into account their own operational priorities and constraints. The Parties agree to cooperate by using the mechanisms described below:

- 2.1 Involving FAO regional offices and field projects as well as coffee related associations/institutions and ICO delegates.
- 2.2 Organizing, where appropriate, thematic policy seminars, training workshops and expert group meetings at global, regional and country level.
- 2.3 Promoting networks of professional experts.
- 2.4 Identifying, documenting and disseminating successful experiences and best practices.
- 2.5 Providing technical expertise on pilot projects and other activities as available and requested.
- 2.6 Contributing to multidisciplinary research and advisory teams.
- 2.7 Strengthening local training and capacity-building institutions.
- 2.8 Developing sustainable coffee economy management tools to encourage transfer of proven environmentally friendly technologies, dissemination and readjustment of methods/results obtained from project experiences adapted to the various regional and local contexts.
- 2.9 Liaising and collaborating with other partners such as other professional groups, UN and other international organizations, and the private sector in areas of common interest.

3. Intellectual Property Rights

Intellectual property rights, in particular copyright, of material such as information, software and designs, made available by ICO and FAO to be used to carry out the activities under this Memorandum of Cooperation shall remain with the originating Party.

4. Data Access

FAO and ICO shall have free access to all information developed pursuant to activities mutually undertaken as a result of this Memorandum of Cooperation for their internal use.

5. Financial Obligations

- 5.1 Whenever desirable, FAO and ICO may seek each other's technical cooperation with a view to promoting the development of activities in fields of common interest and may through their competent organs or appropriate channels, conclude special arrangements for joint action with the aim of attaining objectives of mutual interest.

5.2 These arrangements shall define the manner and extent of participation by each Party and shall specify the financial commitment, if any, that each is to assume.

6. Final Provisions

6.1 This Memorandum of Cooperation shall be reviewed periodically by the Parties and may be modified in writing upon their mutual consent. The Parties agree that specific activities undertaken between them under this Memorandum of Cooperation shall be subject to subsequent arrangements signed by the authorized representatives of FAO and ICO. The mentioned arrangements will define the conditions regarding the financial commitment as well as the intellectual property rights.

6.2 Nothing in this Memorandum of Cooperation or in any document or arrangement relating thereto, shall be construed as constituting a waiver of privileges or immunities of FAO or ICO, nor as conferring any privileges or immunities of FAO to ICO or ICO to FAO or their respective personnel.

6.3 The present Memorandum of Cooperation and any document or arrangement relating thereto, shall be governed by general principles of law, to the exclusion of any single national system of law.

6.4 Any dispute between the Parties, concerning the interpretation and the execution of this Memorandum of Cooperation, or any document or arrangement relating thereto, shall be settled by negotiation between the Parties. If the dispute is not settled by negotiation between the Parties or by another agreed mode of settlement, it shall, at the request of either Party, be submitted to one conciliator. Should the Parties fail to reach agreement on the name of a sole conciliator, each Party shall appoint one conciliator. The conciliation shall be carried out in accordance with the Conciliation Rules of the United Nations Commission on International Trade Law, as at present in force.

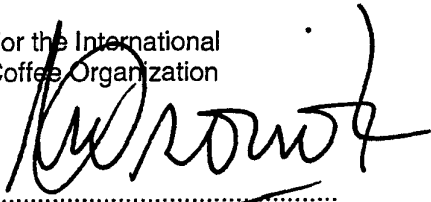
6.5 Any dispute between the Parties that is unresolved after conciliation shall, at the request of either Party be settled by arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law, as at present in force.

6.6 Any arbitration award rendered in accordance with the provisions of this Article shall be final and binding on the Parties.

6.7 This Memorandum of Cooperation may be terminated by the Parties at a jointly agreed time or by one Party giving three months' notice in writing to the other Party.

6.8 This Memorandum of Cooperation shall represent the understanding of the Parties upon its signature by FAO and ICO.

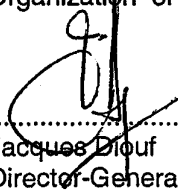
For the International
Coffee Organization



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Nestor Osorio
Executive Director

Date: 23-09-04

For the Food and Agriculture
Organization of the United Nations



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Jacques Diouf
Director-General

Date: 22.IX.2004