

Document: EB 2012/107/INF.6
Date: 30 November 2012
Distribution: Public
Original: English

E



Enabling poor rural people
to overcome poverty

Partnership agreement between IFAD and Agence Française de Développement

Note to Executive Board representatives

Focal points:

Technical questions:

Mohamed Béavogui

Director, Partnership and Resource Mobilization,
and Senior Adviser to the President
Tel.: +39 06 5459 2240
e-mail: m.beavogui@ifad.org

Dispatch of documentation:

Deirdre McGrenra

Head, Governing Bodies Office
Tel.: +39 06 5459 2374
e-mail: gb_office@ifad.org

Executive Board — 107th Session
Rome, 12-13 December 2012

For: Information

Partnership agreement between IFAD and Agence Française de Développement

1. At its eighty-ninth session held in December 2006, the Executive Board was informed of the cooperation agreement between IFAD and Agence Française de Développement, signed on 17 November 2006.
2. Pursuant to this agreement, a new partnership agreement with Agence Française de Développement was signed on 3 October 2012. A signed copy is attached for information.

PARTNERSHIP AGREEMENT

3 October 2012

BETWEEN:

THE INTERNATIONAL FUND FOR AGRICULTURAL DEVELOPMENT, a specialized agency of the United Nations having its headquarters in Rome at Via Paolo di Dono, 44 – 00142, Italy, represented by Mr Kanayo F. Nwanze in his capacity as President, who is fully authorized for this purpose, hereinafter called **IFAD, of the first part;**

and

L'AGENCE FRANÇAISE DE DEVELOPPEMENT, a public establishment having its headquarters at 5, rue Roland Barthes 75598 Paris Cedex 12, recorded in the Paris Commercial Register under number 775,665,599, represented by Mr Dov Zerah in his capacity as Director General, who is fully authorized for this purpose, hereinafter called **AFD, of the second part;**

referred to herein collectively as the Parties, and singly as a Party;

PREAMBLE

WHEREAS:

IFAD is a specialized agency of the United Nations and an international financial institution having its headquarters in Rome, the United Nations food and agriculture hub, whose purpose is to mobilize financial resources and make them available to its developing Member States on concessional terms. To this end, IFAD provides financing primarily for projects to create, develop or improve food production systems and strengthen related policies and institutions, within the framework of national priorities and strategies, and having regard to the need to increase such production in the poorest food-deficit countries, the potential for increasing food production in other developing countries, and the importance of improving nutritional standards and living conditions for the poorest people in developing countries.

AFD is a public industry and trade establishment governed by the monetary and financial code of the Republic of France. It performs its mandate under the oversight of the Ministries of Foreign Affairs and Economy and Finance, and operates within the framework of the public development aid policy of France.

The mission of AFD is to contribute to achieving the Millennium Development Goals (MDGs), financing growth and taking into account global public goods. AFD operates in more than sixty countries in Africa, Asia and the Pacific, the Caribbean, the Indian Ocean, the Mediterranean and Latin America, as well as in overseas departments and collectivities, through a network of sixty agencies and offices all over the world. AFD provides grants and loans to fund projects in many economic sectors as well as in health, education and the environment. These projects are intended to sustainably improve living conditions for the people they serve. AFD works to support governments, public and private enterprises, the financial sector, local collectivities and associations. Over the years it has forged in-depth relationships with members of the international aid community – both traditional and new, private and public, in both the North and the South – under an approach of openness and dialogue, seeking to create synergies that enhance the impact of its work.

IFAD and AFD pursue a common objective: to support developing countries in agriculture and rural development. IFAD and AFD operate in complementary geographical and thematic areas, and share a sector vision and concern for operational excellence in favour of their beneficiaries. Having regard to these complementarities, and pursuant to the cooperation agreement signed on 17 November 2006 by the two institutions, which remains in effect, IFAD and AFD wish to renew their overall framework for cooperation to consolidate and improve their partnership (hereinafter called the “Partnership”).

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. PURPOSE OF THE PARTNERSHIP

The purpose of this partnership agreement is to develop an enhanced partnership between the Parties, with the principal objective of carrying out joint operations, and to set forth an overall framework as well as procedures for implementation and monitoring.

The Parties shall, by means of this partnership, make every effort to enhance their dialogue and improve their operational collaboration on projects for which their competencies, actions and expertise prove to be complementary.

The Parties jointly define strategic priorities on which they wish to mobilize their resources to enhance the overall effectiveness of their actions in the countries where they operate.

2. SPHERE OF PARTNERSHIP

The Partnership potentially covers all those sectors and geographical areas where IFAD and AFD are active, while adhering to their respective operational boundaries and the priorities set in the Programme.

This partnership agreement constitutes neither a commitment of exclusivity on the part of either of the Parties towards the other, nor a commitment to provide reciprocal financing.

3. ANNUAL PROGRAMME AND COLLABORATION PILLARS (the "Programme")

The Programme, as outlined hereinafter, shall be monitored and updated annually in the manner specified in article 4.

The Programme shall cover mainly, but not exclusively, financing for farmers, capacity-building for peasant organizations, areas where agriculture and the environment overlap – such as climate change, biodiversity and water quality – and the dissemination of new agricultural techniques.

The Programme shall have three main objectives, to be pursued by means of the cooperation modalities set forth below:

3.1 Develop operational collaboration and synergy in the field, leveraging the comparative advantages of each Party

- (1) Systematize strategic dialogue between the two institutions, based on the preparation of sector strategy papers and country strategy papers (country strategic opportunities programmes – COSOPs);
- (2) Participate in a concerted manner in sector dialogue in countries of common interest;
- (3) Encourage dialogue between IFAD country offices and AFD agencies; and
- (4) Promote joint programming and directives to achieve cofinancing and/or parallel and coordinated financing.

3.2 Strengthen coordination on cross-cutting or regional issues

Both Parties have identified cross-cutting or regional issues on which they are able to add value and where they wish to strengthen their collaboration in the following manner:

- (1) Develop multi-country operational collaboration in the form of joint projects or multi-donor initiatives; and
- (2) Participate jointly in the organization and/or coordination of meetings or conferences on subjects of common interest.

The foregoing activities shall relate primarily to the organization of agricultural value chains, management of agricultural risk and capacity-building for peasant organizations.

3.3 Develop cross-capitalization and reflection

- (1) Perform cross-capitalization and joint studies and generate in-depth technical expertise;
- (2) Participate in events, meetings, seminars and conferences on subjects relating to the common operating strategies of the Parties including, where applicable, joint organization of such events; and
- (3) Produce joint publications in generalist and/or scientific periodicals.

Issues of common interest, and the implementation of specific activities relating thereto, shall be identified in the Programme.

4. PARTNERSHIP MONITORING

The Parties shall endeavour to facilitate and improve implementation of the Partnership, in matters concerning each of them respectively, in particular by designing and implementing a Programme.

The set of activities implemented under the Partnership shall be monitored regularly by the technical teams and focal points of both Parties.

In addition, the Parties shall endeavour to implement the staff exchanges provided for in the framework agreement of 2006.

A working meeting shall be held at least once a year, at the initiative of one of the Parties, to evaluate the implementation and results of the Partnership, review progress on work under way and prepare the Programme for the following year.

5. PARTNERSHIP IMPLEMENTATION PROCEDURES

Any cooperation action to be carried out under this Partnership shall be formalized in a specific agreement setting forth objectives, actions, the human, financial and technical resources of each Party, and the implementation schedule and any other relevant arrangements.

Any cooperation action to be carried out under this Partnership with the financial support of AFD shall be covered by a separate agreement.

Each Party shall defray its own costs, fees and expenses of any kind whatsoever in connection with the monitoring and implementation of the Partnership.

6. INTELLECTUAL PROPERTY AND COMMUNICATION

6.1 Intellectual property

In the event that this Partnership should give rise to copyright – specifically, rights to reproduction, representation, use, adaptation and, more generally, operation – the Parties shall share such rights as are held or will be held in future to reports, research, studies and documents prepared in the framework of this Partnership, for the whole world and for the entire duration of the protection of such rights.

The regulations governing property attribution, management and protection for work outputs deriving from the cooperation actions shall be set forth in specific agreements concluded under the Partnership Agreement, taking into account the respective human and material contributions made by each of the Parties in carrying out such cooperation actions.

6.2 Communication

The Parties shall make every effort to recognize this Partnership in their communications.

Publications or communications deriving from cooperation actions shall take place by common agreement of the Parties and mention the participation of each Party in the cooperation actions. Each Party undertakes to respond within a period of two (2) months to a proposal for publication or communication from the other Party. Once this period has elapsed, agreement shall be deemed to exist, except in the case of outputs that could carry an economic value.

The Parties may communicate the existence of the Partnership on their Internet sites and in their presentation and communication documents, and reserve the right to communicate internally regarding the Partnership.

All communications and publications shall be required to mention that they reflect solely the views of the author and that the Parties shall not be liable for any use that may be made of the information contained therein.

7. CONFIDENTIALITY

7.1 Confidentiality

All information shared by the Parties shall be considered confidential, to be used only for the purpose for which it was provided, and may not be disclosed without the prior written agreement of the other Party.

Each Party undertakes to return any confidential information received to the other Party upon request without retaining a copy or reproduction thereof, except for one copy when strictly necessary to comply with its accounting or tax obligations.

This obligation shall remain in effect throughout the duration of the Partnership Agreement and for five (5) years following the expiration thereof.

Nevertheless, information shall not be considered confidential if it:

- Is already in the public domain at the time of communication;
- Is known to the other Party prior to its communication;
- Enters the public domain following its communication through no fault of either of the Parties; or
- Is transmitted to a third party to be used freely.

8. CANCELLATION

The Partnership Agreement may be cancelled by either of the Parties with thirty (30) days prior notice in the form of a registered letter.

Following expiration or cancellation of the Partnership Agreement, the obligations set forth in articles 6 (regarding intellectual property and communication) and 7 (regarding confidentiality) shall remain in effect for five (5) years from the expiration date of the last specific agreement concluded under this Agreement.

9. AMENDMENT OF THE PARTNERSHIP AGREEMENT

The provisions of the Partnership Agreement may be modified or amended only by consent of the Parties. Any amendment shall be made in writing.

10. LEGAL FORCE

The preamble hereinabove constitutes an integral part of the Partnership Agreement having the same legal force.

11. PRIVILEGES AND IMMUNITIES OF IFAD AND APPLICABLE LAW

The provisions of this Partnership Agreement do not affect or limit any of the rights, immunities, privileges or exemptions granted to IFAD. This Agreement is governed by the general principles of international law, to the exclusion of any particular national legal system.

12. NOTICES – ELECTION OF DOMICILE

Any notice, request or communication pursuant to or concerning the Partnership Agreement shall be addressed in writing to the respective domiciles of the Parties.

For the purposes of execution of the Partnership Agreement, the Parties elect domicile at the addresses below:

For the Partner

International Fund for Agricultural Development (IFAD)

Address: Via Paolo di Dono, 44
 Tel.: +39 06 5459 2240
 Fax: +39 06 5043 463
 Att.: Mr Mohamed Béavogui, Director, Partnership and Resource Mobilization, and Senior Adviser to the President

For the Agency

AFD Headquarters – External Relations and Partnership Division

Address: 5, rue Roland Barthes – 75598 Paris Cedex 12
 Tel.: 01 53 44 46 23
 Att.: Mr Louis-Jacques Vaillant, Executive Director for External Relations and Partnership

Or any other address, fax number, or division or staff member that one Party may indicate to the other with at least five (5) business days prior notice.

13. SETTLEMENT OF DISPUTES

Any dispute that may arise from or in relation to the Partnership Agreement shall be settled amicably.

14. ENTRY INTO EFFECT – DURATION

The Partnership Agreement shall enter into effect on the date of its signature by the Parties, for a duration of three years from the signature date.

15. LANGUAGE

The counterparts of the Partnership Agreement have been drawn up and signed in the French language, the version that shall prevail in the event of a difference of interpretation of the provisions of the Partnership Agreement or in the event of litigation between the Parties.

Signed in three (3) counterparts at Paris on 3 October 2012

THE PARTNER

IFAD

Represented by Mr Kanayo F. Nwanze

/s/

L'AGENCE FRANÇAISE DE DEVELOPPEMENT

Represented by Mr Dov Zerah

/s/