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Enabling poor rural people
to overcome poverty

Hosting of the Secretariat of the International Land Coalition

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Abbreviations and acronyms

CGIAR	Consultative Group on International Agricultural Research
FAO	Food and Agriculture Organization of the United Nations
IFPRI	International Food Policy Research Institute
ILC	International Land Coalition
UNCCD	United Nations Convention to Combat Desertification
UNEP	United Nations Environment Programme
UN-HABITAT	United Nations Human Settlements Programme

Recommendation for approval

Following receipt of a request of the Assembly of Members of the International Land Coalition (ILC) for extending or renewing the hosting of the ILC Secretariat at IFAD for the period 2016–2020, the President is seeking the Executive Board’s approval to enter into negotiations with the Coalition Council aimed at concluding the terms of a new hosting agreement as outlined in paragraphs 17 to 20 below.

Hosting of the Secretariat of the International Land Coalition

A. Background

1. The International Land Coalition (ILC) was established on 1 January 1996, following the Conference on Hunger and Poverty, which was convened by IFAD and held in Brussels in November 1995. Under IFAD’s leadership, delegates at the conference promoted the creation of the Land Coalition (formerly known as the Popular Coalition to Eradicate Hunger and Poverty), and IFAD has been the host organization for the Land Coalition’s Secretariat, providing facilities and services that were available through its administrative divisions, in addition to any financial support that it may provide.
2. ILC is a global alliance currently composed of 152 civil society, research and intergovernmental organizations working together to promote secure and equitable access to and control over land for poor women and men, through advocacy, dialogue, knowledge-sharing and capacity-building.
3. ILC works with the rural poor to increase their secure access to natural resources, especially land, and to enable them to participate directly in policy formulation and decision-making processes that affect their livelihoods at the local, national, regional and international levels. ILC has three primary objectives: (i) to enhance the capacities of its members and partners to help landless people and smallholders gain and maintain secure access to land and related production support services; (ii) to facilitate the opening of spaces at all levels for inclusive dialogue among land-concerned parties; and (iii) to generate and share knowledge on land-related case examples and trends, to inform policy decision processes.

B. ILC governance

4. ILC’s supreme governing body is the Assembly of Members, which meets biennially inter alia: (i) to establish the overall strategic direction and policy framework for the operation of ILC; and (ii) to review progress in implementing ILC’s strategic framework. The executive board responsible for ILC’s governance between Assembly meetings is the Coalition Council, with 14 members comprising eight civil society organizations and six intergovernmental organizations – currently IFAD, Food and Agriculture Organization of the United Nations (FAO), World Bank, United Nations Environmental Programme (UNEP), Secretariat of the United Nations Convention to Combat Desertification (UNCCD) and International Food Policy Research Institute (IFPRI).
5. The ILC Secretariat is responsible for managerial, operational and administrative functions and is headed by a Director, who is an ex-officio member of the Assembly of Members and of the Coalition Council. The Director is responsible for, inter alia:
 - (a) Ensuring coherence between ILC’s strategic framework and its annual workplan and budget;

- (b) Fostering active participation by members;
- (c) Recruiting and managing staff and consultants;
- (d) Supporting the Assembly of Members and the Coalition Council in achieving their responsibilities;
- (e) Serving as the ILC's primary spokesperson;
- (f) Entering into agreements with third parties;
- (g) Managing funds;
- (h) Authorizing commitments of resources in accordance with IFAD policies and procedures; and
- (i) Approving the development, publication and dissemination of institutional and public documents and materials.

C. IFAD and the ILC Secretariat

6. The ILC Secretariat is a separate entity within IFAD – being neither an IFAD division nor part of one – and reports directly to the Coalition Council.
7. As the host organization for the ILC Secretariat, IFAD is a permanent member and co-chair of the Coalition Council. However, IFAD's role as host organization since ILC's creation is distinct from its institutional role as a member of the Council.
8. Current arrangements concerning the hosting of the ILC Secretariat at IFAD are specified in the Agreement concerning the hosting of the Secretariat of the International Land Coalition (the Agreement), executed by IFAD and the Coalition Council in December 2008. The understanding was that IFAD would continue to host the Secretariat for a limited period, according to the provisions of the Agreement.
9. IFAD's overall assessment of the Agreement is positive. Since 2008, ILC has grown fast, both in membership and outreach and in its programme of work and budget. The provisions of the Agreement have generally been complied with, and neither party has raised significant issues in relation to the Agreement's implementation.
10. The Agreement was to terminate in December 2013, five years after its entry into force. However, at ILC's request, in October 2011 the President of IFAD agreed to extend the term of the Agreement to December 2015 to allow ILC to plan and implement the orderly transfer of its Secretariat to another host organization (or to establish the Coalition as an independent entity).
11. In its original formulation, the Agreement provided that within 24 months of the entry into force of the Agreement, the Coalition Council would prepare and present to the host organization a plan of action for accomplishing the transfer of the Secretariat to another host organization.
12. Following the amendment of the Agreement referred to in paragraph 10, the plan of action was to be presented to IFAD in December 2012. The plan was submitted by the ILC Director to the President of IFAD by means of a communication dated 19 March 2013, and is based on a report that ILC commissioned from a consultant with expertise in the institutional development of global networks. The consultant was tasked with considering the strengths and weaknesses of potential future ILC hosts (including IFAD), and possible ways of establishing ILC as an independent entity with its own legal personality.
13. Both the consultant's report and the plan of action were endorsed by the Coalition Council in December 2012. In essence, a hosting arrangement was deemed generally more attractive to ILC than the option of seeking recognition as an entity with its own legal personality. The plan of action specifies that among the organizations eligible to host ILC, IFAD ranks first, before FAO, the Consultative

Group on International Agricultural Research (CGIAR) research centres, UNEP, the United Nations Human Settlements Programme (UN-HABITAT), the World Bank, the International Development Law Organization, international civil society organizations, etc. This is because IFAD is perceived, inter alia, as adding reputation and credibility to the Coalition; it enjoys high respect across ILC's diverse membership, and it is stable and gives ILC good accessibility to donors. In addition, part of IFAD's mission is close to that of ILC, and its policy on access to land and tenure security acknowledges its membership in and partnership with ILC.

14. Considering the risks and challenges associated with other options explored in the assessment, at its last meeting in April 2013 the Assembly of Members of ILC deliberated on the question of the hosting of the Secretariat and concluded that it was too early for ILC to opt for an alternative arrangement. It thus requested that IFAD extend or renew its hosting of the ILC Secretariat beyond December 2015, for an additional five-year period from 1 January 2016 to 31 December 2020, coinciding with ILC's next strategic framework period.

D. ILC members, donors and strategic partners

15. ILC has approved a strategic framework for the period 2011 through 2015, and has considerably increased its contribution to knowledge and policy debate on pro-poor land governance at both the national and international levels. ILC is now the largest international multistakeholder platform on land issues, bringing together a total of 152 members, including international institutions such as the World Bank, UNEP and FAO, universities and CGIAR research centres, farmers' organizations, and local and international NGOs. While maintaining the level of its financial support to ILC over recent years, IFAD is no longer the Coalition's main donor. Among ILC's contributors, four non-member donors – the European Union, the Swiss Confederation, the Ministry of Foreign Affairs of the Kingdom of the Netherlands, and the Swedish International Development Cooperation Agency – now count as ILC core donors and strategic partners. ILC maintains that IFAD's hosting of the Secretariat played a key role in attracting and retaining these strategic partners, as well as in maintaining ILC's standing and reputation. While IFAD's hosting of the Secretariat contributed to the good image and reputation of the Fund among the many members and partners of the Coalition, it also enhanced development actors' perception of the attention that IFAD gives to the relevance of land in rural development processes.

E. IFAD's future relationship with the ILC Secretariat

16. ILC has been a good partner of IFAD for several years, and it is reasonable to assume that ILC's vision of secure and equitable access to land as an essential factor in reducing rural poverty will continue to benefit IFAD's target groups in the future. Following receipt of the request of the Assembly of Members for extending or renewing the hosting of the ILC Secretariat at IFAD for the period 2016–2020, Management wishes to seek the Executive Board's approval for IFAD's entry into negotiations with the Coalition Council aimed at concluding the terms of a new hosting agreement for the benefit of the ILC Secretariat.

F. General terms of the proposed new hosting agreement

17. Should the Executive Board approve IFAD's entry into a new hosting agreement with the Coalition Council, negotiations will be conducted between the parties to ensure that the new agreement clearly details the extent of the administrative, human resources, legal, financial and other support services that IFAD would provide to the ILC Secretariat in its capacity as host organization, the costs of which would continue to be reimbursed by ILC.
18. Without prejudice to IFAD's privileges and immunities, the new hosting agreement would also delineate the liabilities of the Fund and those of ILC for the costs of the ILC Secretariat and/or for any actions taken by the Secretariat regarding, inter alia,

staffing and programme implementation, on the understanding that IFAD shall not under any circumstances or for any reason whatsoever be held liable for loss, damage or injury sustained by ILC or by any third party during the performance of the new hosting agreement. ILC shall be required to indemnify IFAD for any loss, damage or injury that the Fund may sustain from any act performed by ILC or by any third party, and shall provide and maintain adequate guarantees or insurance coverage for this purpose.

19. To the extent that IFAD is required to enter into third-party agreements on matters pertaining to ILC, it shall do so under terms of a disclosed agency relationship. Thus, where IFAD acts within the scope of the authority granted to it by ILC, and the third party knew or ought to have known that IFAD was acting as an agent, IFAD's acts would directly affect the legal relations between ILC and the third party, while no legal relation would be created between IFAD and such third party.
20. Notwithstanding the provisions outlined in paragraphs 18 and 19, ILC shall be obliged to indemnify, hold and save harmless and defend, at its own expense, IFAD and its officials, 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 ILC or ILC's staff, employees, officers, agents or subcontractors in the performance of the new hosting agreement or any other agreement with third parties, on the understanding that such obligations would not lapse upon termination thereof.
21. The terms of the new hosting agreement, as negotiated, would be presented to a subsequent session of the Executive Board for approval.