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Investing in rural people

## Partnership agreement with Intel Corporation

### Note to Executive Board representatives

#### Focal points:

#### Technical questions:

**Mohamed Béavogui**

Director, Office of Partnership and Resource Mobilization  
Tel.: +39 06 5459 2240  
e-mail: m.beavogui@ifad.org

**Nicole Carta**

Private-Sector Partnership Officer  
Tel.: +39 06 5459 2816  
e-mail: n.cart@ifad.org

#### Dispatch of documentation:

**Deirdre McGrenra**

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

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For: **Information**

## **Partnership agreement with Intel Corporation**

1. At its 110th session, held in December 2013, the Executive Board authorized the President to negotiate and finalize a memorandum of understanding with Intel Corporation to support IFAD's private-sector engagement objectives.
2. The memorandum between IFAD and Intel was signed on 22 September 2014. As noted in the report on IFAD's institutional partnership agreements – presented to the Executive Board in September 2013 (EB 2013/109/R.32) – under the ex ante approval approach, signed cooperation agreements are to be submitted to the Board for information at a subsequent session. A scanned copy of the signed agreement is herewith attached.

**MEMORANDUM OF UNDERSTANDING****between****INTEL CORPORATION****and****THE INTERNATIONAL FUND FOR AGRICULTURAL DEVELOPMENT**

This Memorandum of Understanding (hereinafter referred to as "Memorandum") is entered into as of this 22<sup>nd</sup> day of September 2014 by and between Intel Corporation (hereinafter referred to as the "Corporation") and the International Fund for Agricultural Development (hereinafter referred to as "IFAD").

**WHEREAS** The Corporation's mission is to relentlessly deliver the platform and technology advancements that become essential to the way people work and live;

**WHEREAS** The Corporation is committed to being an information and communications technology (ICT) leader and wishes to support successful and effective use of ICT in developing and emerging countries in which IFAD's projects/programmes are implemented;

**WHEREAS** IFAD's mission is to enable poor rural people to overcome poverty, and is committed to increasing opportunities for smallholder farmers and their communities to improve their livelihoods;

**WHEREAS** IFAD has a long-standing tradition and mandate of cooperation with its developing member states in pursuing their development priorities and the Corporation intends to contribute to IFAD's support for these priorities;

**WHEREAS** Representatives of the Corporation and IFAD met in Rome in September 2013 to identify opportunities of delivering agricultural extension software tools and technology developed by Intel for the benefit of smallholders and rural populations;

**WHEREAS** Working within the limitations of their respective mandates and policies, the Corporation and IFAD wish to improve their coordination in making ICT resources available for the benefit of smallholders in developing countries.

**NOW THEREFORE**, the Corporation and IFAD (the "Parties"), by entering into this Memorandum, have reached the following understandings:

**1. OBJECTIVE**

1.1. The objective of this Memorandum is to express the intent of the Parties for cooperation and outline a framework within which they may develop and undertake collaborative activities in order to pursue more effectively the areas of collaboration identified in the Annex to this Memorandum.

1.2. The Parties understand that the areas of collaboration may include, but are not limited to, the activities described in the Annex, which forms an integral part of this Memorandum.

1.3. Unless otherwise agreed upon, the activities referred to in the Annex will be carried out according to the individual mutually acceptable agreements to be concluded between direct cooperation participants to each project or activity, and subject to such policies, procedures and approvals of each Party.

## **2. MODALITIES OF COLLABORATION**

2.1. The Parties may consult on matters arising out of this Memorandum and on other matters of common interest.

2.2. Subject to their respective policies, including policies on the competitive procurement of goods and services, conflict of interest, disclosure of information and sharing of information with outside parties, the Parties may exchange information and collaborate through other means to enable them to realise the purpose of this Memorandum.

2.3. For the implementation of this Memorandum, the Parties agree to each appoint a liaison officer who will channel communications and information.

## **3. NAMES, MARKS AND LOGOS**

3.1. The Parties understand that neither of them may use the other's trademarks, trade names, service marks or logos without obtaining the other's prior consent pursuant to a written agreement.

3.2. The Parties understand that neither of them may use the other's name in any manner whatsoever that conveys or suggests, directly or indirectly, endorsement or support of the Party or its products or services by the other Party. All uses by one Party of the other Party's name in any manner (other than casual or generally accepted uses) will be subject to the written approval of the other Party.

## **4. LIMITS TO THE MEMORANDUM OF UNDERSTANDING**

4.1. Nothing in this Memorandum shall be construed as: (a) an authorization to waive any right, or assume or create any contract or obligation of any kind in the name of, or on behalf of, the other or to make any statement that the Party has the authority to do so; (b) establishing a joint venture, agency, employment or other similar relationship between the Parties; or (c) a waiver of the privileges and immunities of either Party or their officers and employees, which privileges and immunities are hereby specifically reserved.

## **5. NON-EXCLUSIVE RELATIONSHIP**

5.1. This Memorandum does not represent any commitment with regard to any funding on the part of the Parties. Any such commitment will be reflected in separate agreements that may be entered into by the Parties, subject to their respective policies and procedures.

5.2. This Memorandum does not represent any commitment on the part of either Party to give any exclusive or preferred treatment to the other in any matter contemplated under this Memorandum or otherwise.

## **6. NOTICES**

6.1 For the purpose of facilitating the implementation of the objectives of this Memorandum, all communication between the Parties shall be directed to the following liaison offices:

### **For the Corporation:**

Intel Corporation  
2200 Mission College Blvd.  
Santa Clara, CA 95052

Attention: John Davies  
Vice President, Sales and Marketing Group  
General Manager, Intel World Ahead Program  
Telephone: +1 408-765-8081  
Email: john.davies@intel.com

### **For IFAD:**

International Fund for Agricultural Development  
Via Paolo di Dono, 44  
00142 Rome, Italy

Attention: Mohamed Beavogui  
Director, Partnership and Resource Mobilization Office  
Telephone: +39 0654 59 2240  
Email: m.beavogui@ifad.org

## **7. DISCLOSURE OF INFORMATION**

7.1. The Parties may make this Memorandum publicly available in accordance with their respective policies on disclosure of information. The Corporation will not make any reference to the collaboration under this Memorandum in its advertising of its products or services or in the solicitation of any contracts or other business, whether or not to be financed by IFAD, except as otherwise agreed in writing.

## **8. COMMERCIAL BENEFITS / CONFLICTS OF INTEREST**

8.1. No activity undertaken pursuant to this Memorandum may be used for any commercial purpose by the Corporation or any of its affiliates; provided further that the Corporation may not seek to directly or indirectly benefit commercially from IFAD's involvement in such activity. However, publications resulting from such collaborative activities may acknowledge the collaboration of the Parties.

8.2. IFAD's collaboration with the Corporation on activities under this Memorandum is not intended to confer a special advantage or preference to the Corporation or any of its affiliates in competing with any other entity as regards the procurement of goods, works or services by IFAD or third parties, where such procurement results from or has a direct relationship to activities under this Memorandum.

8.3. The Corporation acknowledges the receipt of IFAD's rules regarding the hiring of consultants, as applicable thereto.

**9. MISCELLANEOUS**

9.1. The Parties may enter into such supplementary arrangements or agreements within the scope of this Memorandum as may be appropriate.

9.2. Any relevant matter for which no provision is made in this Memorandum shall be determined in a manner mutually acceptable to the Parties and in this regard, each Party shall give full consideration to any proposal advanced by the other Party.

**10. ENTRY INTO FORCE AND DURATION**

10.1. This Memorandum shall enter into force on the date of its signature by the authorized representatives of both institutions and may be amended by the written agreement of the Parties.


10.2. This Memorandum will have a term of three (3) years from the date of its entry into force, and such term may be extended by the written agreement of the Parties, subject to such evaluations as the Parties deem appropriate.

10.3. This Memorandum may be terminated by either Party for any reason by giving thirty (30) days' advance written notice to the other Party.

**IN WITNESS WHEREOF**, the Parties hereto, each acting through its duly authorized representative, have signed this Memorandum in two (2) originals in the English language as of this date.

For INTEL CORPORATION  
John Davies  
Vice President

For IFAD  
Kanayo F. Nwanze  
President



## Annex

1. The Parties agree to work towards the following areas of cooperation to deliver upon the intent of this Memorandum, which is to make ICT resources available for the benefit of smallholders in developing countries. Initial cooperation will focus on providing rural smallholders with access to ICT-based agricultural extension services within IFAD-supported projects and programmes, while establishing a partnership framework to explore broader collaboration on access to ICT innovations. The initial collaboration will begin in IFAD-supported projects in the Asia Pacific Region, with the intention that collaboration may expand to other regions and at the global level.
2. The potential areas of cooperation include the following:
  - (a) Agricultural Extension & Marketing Systems, through the testing and roll-out of Intel and Grameen Intel Social Business software applications designed to help build rural capacity and improve the output of rural agricultural farmers. The software tools include seed selection, crop nutrient management, pest and disease management. Additional tools under development include crop harvest management, marketing and sales, as well as overall smallholder-oriented portfolio management.
  - (b) Guidance on design of social business extension models for rural populations, on use of appropriate technologies, collaborative frameworks and access to the software tools for vocational capacity building and livelihood enhancement, including the identification and, where appropriate, the development of new tools and applications for agriculture and marketing solutions beyond the existing Intel applications.
  - (c) Supporting the development of mobile applications which are affordable and relevant to the rural populations of IFAD's developing member states, and smallholders in particular, including those that are interoperable across phones and mobile computers, and those that can utilize occasionally connected usage models to minimize recurring connectivity costs while enabling a valuable mobile experience.
  - (d) Development of online project management tools and platforms for improved efficiencies in baseline, monitoring and evaluation of beneficiaries.
  - (e) Strengthening of the capacity of IFAD to mainstream ICT in its projects and programmes as an enabler for agricultural transformation through staff exchanges and other means to be identified, subject to the mutual agreement of both Parties.
  - (f) All other areas that may be agreed upon between the Parties from time to time.
3. Coordination of the initiatives and overall monitoring of the effectiveness of the collaboration will be managed by a working group of relevant staff from each of the Parties. The Parties agree to designate representatives to the working group upon signature of this Memorandum. Quarterly mapping meetings of the working group will track collaborative activities, share knowledge, and identify further area of collaboration. Meetings will be

virtual, with the aim to hold periodic or semi-annual executive-level reviews to facilitate and ensure partnership effectiveness. All identified collaboration activities that arise out of the partnership will include monitoring and evaluation indicators specific to those activities and will be reviewed quarterly.