

Document: EB 2017/121/R.30  
Agenda: 13(a)  
Date: 2 August 2017  
Distribution: Public  
Original: English

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Investing in rural people

## Proposal for a memorandum of understanding with Heifer Project International

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Executive Board — 121<sup>st</sup> Session  
Rome, 13-14 September 2017

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For: Approval

## Recommendation for approval

The Executive Board is invited to authorize the President to negotiate and finalize a memorandum of understanding with Heifer Project International, substantially in accordance with the provisions presented in the annex to this document.

## Proposal for a memorandum of understanding with Heifer Project International

### I. Introduction

1. The Executive Board is invited to note that IFAD and Heifer Project International (Heifer) wish to enter into a strategic partnership. To this end, the President seeks the approval of the Executive Board to negotiate and finalize a memorandum of understanding, substantially in accordance with the provisions presented in the annex to this document.
2. In line with the IFAD Partnership Strategy, IFAD and Heifer would collaborate on: leveraging investments in agriculture and food security; impact measurement; engagement in country-, regional- and global-level policy dialogue; and knowledge management activities, including but not limited to South-South and Triangular Cooperation.
3. IFAD and Heifer have already collaborated successfully in Nepal, Rwanda and the United Republic of Tanzania, and intend to actively and systematically seek out further opportunities to build on these successes. Formalization of IFAD's partnership with Heifer will enable IFAD to tap into Heifer's expertise at the local level as it pertains to: community-driven development; pro-poor value-chain development; rural finance; women's empowerment; social capital development; identification of innovations; scaling up; and leveraging of other development partners.

### II. Heifer Project International – profile

4. Heifer Project International is a global non-profit corporation based in Little Rock, Arkansas, United States, whose mission is to end hunger and poverty while caring for the Earth. It facilitates community development, builds communities' assets through livestock development, and trains smallholder farmers in climate-smart agriculture and business skills.
5. Heifer adopts a holistic approach in which communities become the drivers of their own change by increasing incomes and assets, improving food security and nutrition, and adopting climate-smart approaches and sound environmental and natural resource management. Cross-cutting themes of promoting strong social capital and women's empowerment contribute to the sustainability and increased impact of activities.
6. Heifer is committed to monitoring and evaluation and has set itself the goal of helping 4 million families achieve living incomes by 2020.

### III. Focus of collaboration

7. Collaboration will be guided by the following six core principles:
  - (a) Focus on rural smallholders – women, men and youth;
  - (b) Community-led and demand-driven development;
  - (c) Gender equality and women's empowerment;

- (d) Climate-responsive development;
  - (e) Knowledge management and dissemination; and
  - (f) Scalable, replicable and sustainable impact.
8. Opportunities for collaboration will be sought in the following areas:
- (a) Market-driven development and inclusive business models involving smallholders and other stakeholders, adopting the public-private-producer partnership approach (the "4Ps approach");
  - (b) Social capital development and empowerment of rural women and youth as a driving force for self-reliant and sustainable development;
  - (c) Promotion of financial literacy and assistance in access to finance;
  - (d) Capacity-building of local communities, civil society organizations and government institutions;
  - (e) Improved food security and nutrition through integrated crop/livestock agricultural development and agricultural value chains;
  - (f) Strengthened resilience of rural economies through increased incomes and assets of smallholder households;
  - (g) Climate-smart agriculture and sustainable management of natural resources; and
  - (h) Management of post-harvest loss by raising awareness of its impact on agricultural products (dairy, crops, etc.), building capacity, promoting uptake of post-harvest loss management technologies and facilitating timely market access.
9. In joint activities, Heifer and IFAD will ensure solid impact measurement and knowledge exchange mechanisms and will seize opportunities to leverage lessons learned as an entry point for policy dialogue and evidence-based decision-making at local, national and global levels. This will also facilitate identification of opportunities to replicate and/or scale up successful interventions.
10. Progress, results delivery and impact will be tracked by means of a living action plan, which will form part of the memorandum of understanding.

#### IV. Recommendation

11. In accordance with article 8, section 2 of the Agreement Establishing IFAD, the Executive Board is requested to authorize the President to negotiate and finalize a memorandum of understanding between IFAD and Heifer Project International. As noted in the report on IFAD's institutional partnership agreements presented to the Executive Board in September 2013 under the ex ante approval approach, the signed memorandum of understanding will be submitted to the Board for information at a subsequent session.

## Draft memorandum of understanding between Heifer Project International and the International Fund for Agricultural Development

This MEMORANDUM OF UNDERSTANDING (the "Memorandum") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2017 (the "Effective Date"), by and between HEIFER PROJECT INTERNATIONAL, an Arkansas, USA, non-profit corporation ("Heifer"), and the International Fund for Agricultural Development, a specialized agency of the United Nations ("IFAD") (Heifer and IFAD are singularly referred to herein as a "Party", and collectively as the "Parties"). For good, valuable and adequate consideration, and in the spirit of cooperation, the Parties agree as follows:

### PREAMBLE

WHEREAS Heifer is established to work with communities to end hunger and poverty and to care for the Earth by providing families in need with long-term solutions in development. Heifer has established a development model that equips current and future generations to secure food and incomes, while breaking the cycle of poverty, through agriculture and livestock business development.

WHEREAS IFAD is an international financial institution with the objective to mobilize additional resources to be made available on concessional terms for agricultural development in developing Member States. In fulfilling this objective, IFAD shall provide financing primarily for projects and programmes specifically designed to introduce, expand or improve food production systems and to strengthen related policies and institutions within the framework of national priorities and strategies.

WHEREAS the Parties share a common focus in helping smallholder women and men farmers fight poverty, sustainably improve their food security and nutrition, increase their incomes and strengthen their resilience, while ensuring better environmental management.

WHEREAS the Parties recognize that a holistic approach to transforming rural areas is key to reaching the estimated seventy-five per cent (75%) of the world's poorest people that live in rural areas and depend on agriculture and related means for their livelihoods.

WHEREAS the Parties have collaborated for more than a decade and this collaboration has contributed to achieving the Parties' common goals and the global goals of Agenda 2030, adopted by the Member States of the United Nations – in particular, but not limited to, Sustainable Development Goal 2, Zero Hunger.

WHEREAS, given the strong strategic alignment between the Parties and the positive results the collaboration has yielded thus far, the Parties wish to forge a stronger relationship.

### Section 1 - TERM, PURPOSE AND CORE PRINCIPLES OF THIS MEMORANDUM

- 1.1. This Memorandum commences on the Effective Date, and shall remain in effect until terminated by either of the Parties, at any time, and for any reason. Termination of the Memorandum shall be effective thirty (30) days after receipt, by the non-terminating Party, of written notice sent by the terminating Party.
- 1.2. The purpose of this Memorandum is to provide a framework for cooperation and, on a non-exclusive basis, to facilitate collaboration between the Parties in areas of

common interest (the "Purpose"). In particular, the collaboration between the Parties as defined in this Memorandum will seek to leverage each Party's respective expertise, experience and resources for the empowerment of smallholder women and men in developing countries.

- 1.3. This collaboration will be based on the following six (6) core principles:
- (a) Focus on rural smallholders – women, men and youth;
  - (b) Community-led and demand-driven development;
  - (c) Gender equality and women's empowerment;
  - (d) Climate-responsive development;
  - (e) Knowledge management and dissemination; and
  - (f) Scalable, replicable and sustainable impact.

## Section 2 - AREAS OF COLLABORATION

2.1. Based on these core principles, the Parties will seek opportunities for collaboration in the following areas:

- (a) Market-driven development and inclusive business models involving smallholders and other stakeholders, adopting the public-private-producer partnership approach (the "4Ps approach");
- (b) Social capital development and empowerment of rural women and youth as a driving force for self-reliant and sustainable development;
- (c) Promotion of financial literacy and assistance in access to finance;
- (d) Capacity-building of local communities, civil society organizations and government institutions;
- (e) Improved food security and nutrition through integrated crop/livestock agricultural development and agricultural value chains;
- (f) Strengthened resilience of rural economies through increased incomes and assets of smallholder households;
- (g) Climate-smart agriculture and sustainable management of natural resources; and
- (h) Management of post-harvest loss by raising awareness of its impact on agricultural products (dairy, crops, etc.), building capacity, promoting uptake of post-harvest loss management technologies and facilitating timely market access.

2.2. In all their interventions and shared activities, the Parties will ensure solid impact measurement and knowledge exchange mechanisms and will seize opportunities to leverage lessons learned as an entry point for policy dialogue and evidence-based decision-making at local, national and global levels. This will also facilitate the identification of opportunities to replicate and/or scale up successful interventions. The Parties will also explore and promote South-South Cooperation through broad dissemination of lessons learned and exchange of expertise.

## Section 3 - MEANS OF COLLABORATION

### 3.1. PLANNING AND IMPLEMENTATION

The Parties will continue to explore opportunities – initiatives and projects – to plan and execute at global and country levels, while proceeding with implementation of ongoing joint projects. At the country level, when appropriate and with government consent, Heifer will participate in IFAD's country strategic opportunities programme ("COSOP") consultation process as a means of identifying areas of potential collaboration. Upon identification of areas of joint intervention, the Parties will co-design the projects, ensuring a solid theory of change at the design stage and development of monitoring, learning and evaluation systems that will ensure accountability and effective and timely measurement of impact. The Parties will identify strategic and high-value partnership

opportunities with national governments and leverage their respective comparative advantages to forge strong and productive partnerships with relevant ministries.

### 3.2. FUNDING MECHANISMS

For investment projects, Heifer will make its best effort to cofinance projects in which it collaborates up to twenty per cent (20%) of the project budget managed by Heifer. Where high potential for collaboration and synergy exists, and on the basis of Heifer's comparative advantages (e.g. livestock development, social capital and community development), the Parties may co-fund grant projects to be implemented by Heifer. In addition, Heifer will be encouraged, as a "partner" of strategic importance, to compete for IFAD grant funding in its areas of expertise, and IFAD will make its best effort to inform Heifer of such opportunities. The Parties will explore options to establish innovative financing tools, such as a multistakeholder funding platform to increase investments in their common areas of work.

### 3.3. KNOWLEDGE MANAGEMENT AND EXCHANGE MECHANISMS

The Parties will proactively share knowledge and disseminate knowledge gathered from their joint interventions through a variety of means (e.g. joint publications, events, blogs, social media, etc.). Any sharing of information between the Parties will be subject to their respective policies and procedures relating to disclosure of information. The Parties shall mutually agree in writing on the format and wording of any press releases, publications, official statements, etc. regarding the activities contemplated in this Memorandum, prior to said press releases, publications, official statements, etc. being released to the public.

## Section 4 - RESULTS MANAGEMENT AND TRACKING PROGRESS

4.1. An action plan, identifying areas of collaboration, deliverables and time lines is found in attachment I, attached hereto and incorporated herein by this reference. This living document will be expanded upon and updated by the Parties and will serve, inter alia, to:

- (a) Track progress and ensure desired outcomes;
- (b) Identify opportunities for expanded collaboration;
- (c) Identify opportunities for replication and/or scaling up of successful interventions; and
- (d) Identify opportunities for engaging in policy dialogue and developing knowledge products.

4.2. Progress in implementation of this Memorandum will be regularly monitored as part of the supervision and reporting practices of the Parties. In addition, each Party's leadership will meet and review progress and updates based on the dynamics of development, once a year, at a date to be determined.

## Section 5 - COMMUNICATIONS

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

5.2. Any notice or other communication to be given or made under this Memorandum will be addressed and sent to the following contact points or to such other contact point designated by notice to the other Party:

To IFAD at:

\_\_\_\_\_  
c/o \_\_\_\_\_  
\_\_\_\_\_

To Heifer at:

Heifer Project International  
c/o \_\_\_\_\_  
1 World Avenue

\_\_\_\_\_  
e-mail address \_\_\_\_\_

Little Rock, AR, USA 72202  
e-mail address \_\_\_\_\_

## Section 6 - USE OF LOGOS, NAMES AND INTELLECTUAL PROPERTY

6.1. The Parties agree not to use a Party's logo or name without the other Party's prior written consent.

6.2 Any studies, reports or other intellectual property products (graphic, software or otherwise), prepared jointly by the Parties under this Memorandum, shall be the joint property of the Parties.

6.3 Any studies, reports or other intellectual property products (graphic, software or otherwise), prepared individually by a Party shall be the property of the Party producing such products.

6.4 Any studies or reports prepared either jointly or individually by the Parties under this Memorandum may be published, subject to mutual agreement in writing by the Parties on the format and wording in accordance with section 3.3.

6.5 Any intellectual property owned by a Party prior to the Effective Date of this Memorandum shall remain that Party's sole and exclusive property, and any use thereof by the non-owning Party shall be subject to the prior written approval of the owning Party.

## Section 7 - CONFIDENTIALITY

Any sharing of information between the Parties will be subject to their respective policies and procedures relating to the disclosure of information. Each Party (a "Receiving Party") agrees to: (a) use information received from the other Party (a "Providing Party") solely in connection with the Purpose of this Memorandum, unless otherwise mutually agreed in writing between the Parties; and (b) maintain the confidentiality of the information provided, when so required.

## Section 8 - RELATIONSHIP

Nothing in this Memorandum shall be construed to create a joint venture, partnership, agency relationship, employment relationship, or any other relationship that may result in vicarious liability between or among the Parties.

## Section 9 - REPRESENTATIONS, WARRANTIES AND COVENANTS

The Parties represent, warrant and covenant that: (a) they possess all requisite power and authority to enter into this Memorandum and to carry out the transactions contemplated under it, and shall continue to possess such power and authority throughout the duration of this Memorandum; and (b) they are complying and shall continue to comply with any applicable law in all activities undertaken in connection with this Memorandum.

## Section 10 - FINAL PROVISIONS

10.1. This Memorandum reflects the views and intentions of the Parties to cooperate on a non-exclusive basis, expressed in good faith but without the creation of any legal obligation or the incurrence of any liability on the part of either of them.

10.2. It is understood and agreed that nothing in this Memorandum will constitute, or be construed as, an offer, promise or undertaking by either Party to finance all or part of any activity or project identified in or pursuant to this Memorandum.

10.3. (a) This Memorandum contains the entire understanding of the Parties with respect to the specific subject matter contained herein, and supersedes any prior or contemporaneous terms, representations, statements, or agreements, whether made orally or in writing, with respect to said specific subject matter.

(b) This Memorandum shall not affect any duly-executed agreements currently in place between the Parties, including but not limited to any grant agreements.

10.4. If the Parties identify opportunities or projects, the Parties will work together in good faith to negotiate additional agreement(s), with the understanding that the agreement(s) shall contain the Parties' work and any and all terms required by potential funders. These agreements may only be modified upon mutual agreement of the Parties.

10.5. Nothing in this Memorandum or in any document or arrangement relating thereto shall be construed as a waiver, renunciation or other modification of any of the privileges and immunities of IFAD or of Heifer, nor as conferring any privileges or immunities of IFAD to Heifer or its personnel.

10.6. The Party's shall use their best efforts to settle any dispute arising out of, or in connection with, the interpretation or application of any provision of this Memorandum amicably through consultations or by another mutually agreed-upon method.

10.7. No amendment or modification of this Memorandum shall be valid or effective, unless in writing and signed by both Parties.

10.8. In the event this Memorandum is translated into a language other than English, the English language version shall prevail in the event of any difference of interpretation.

10.9. This Memorandum may be executed in counterparts and, if so executed, each executed counterpart shall be deemed an original.

10.10. Each of the undersigned expressly warrants his/her authority to enter into and execute this Memorandum on behalf of the respective Party.

**[This area intentionally left blank; signatures and annexures follow.]**



[Signature page to Memorandum of Understanding]

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the Effective Date,

FOR THE  
INTERNATIONAL FUND FOR AGRICULTURAL DEVELOPMENT,  
a specialized agency of the United Nations

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

FOR  
HEIFER PROJECT INTERNATIONAL,  
an Arkansas, USA, non-profit corporation

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## Action plan, areas of collaboration, deliverables and time lines

Area of collaboration	Deliverable	Indicative time line	Lead – IFAD and Heifer	Support – IFAD and Heifer
Country operations	<b>COSOP design:</b> When appropriate and with government consent, Heifer to participate in consultations related to COSOP design in countries where both organizations are active and potential areas of collaboration may be identified.	Ongoing	Country managers and Directors	Technical specialists
	<b>Identification of collaborative opportunities:</b> Outside of the COSOP framework, regular liaison between Heifer and IFAD to identify potential opportunities for collaboration in countries where both organizations are active.	Ongoing	Country managers and Directors	Technical specialists
	<b>Theory of change:</b> the Parties will agree on a theory of change for each project with a view to facilitating impact measurement and learning.	Ongoing	Country managers and Directors	Technical specialists
	<b>Joint supervision missions:</b> With due regard for issues related to conflict of interest, Heifer will participate in supervision missions for projects Heifer co-finances.	Ongoing Ongoing	Country managers and Directors TBD	Technical specialists TBD
	<b>Ongoing operations:</b> Strengthen ongoing operations in Rwanda, Tanzania and Nepal	Ongoing	Country managers and Directors	Technical specialists
	<b>Future operations:</b> Pursue identified opportunities for collaboration in the countries listed in the “Current collaborations and future opportunities for collaboration in country operations” document found in <b>Annex 2</b> , attached hereto and incorporated herein by this reference.	Ongoing	Country managers and Directors	Technical specialists
	<b>Country-specific action plans:</b> On the basis of the agreed areas of potential collaboration, develop country-specific action plans for each country where collaboration is foreseen.	By end-March 2018	Country managers and Directors	Technical specialists
	<b>Knowledge management</b>	<b>Outreach materials:</b> In accordance with Section 3, produce at least one print media or audio visual media, on an annual basis, that discusses lessons learned from the collaboration (e.g. country-specific and/or thematic).	Ongoing - progress review Jun-18	“Partnership” managers and communications specialists

Area of collaboration	Deliverable	Indicative time line	Lead – IFAD and Heifer	Support – IFAD and Heifer
	<b>Joint events:</b> Co-hosting or sponsorship of at least one annual joint event at country, regional, or global levels.	Ongoing - progress review Jun-18	“Partnership” managers and communications specialists	Country managers and Directors Technical specialists
	<b>Social media campaigns:</b> In accordance with Section 3, share and liaise for specific campaigns, e.g. on the occasion of relevant international days and/or events.	Ongoing - progress review Jun-18	“Partnership” managers and communications specialists	Country managers and Directors Technical specialists
	<b>Consider staff exchange and secondment</b>	Ongoing	“Partnership” managers and HR specialists	
	<b>South-South cooperation:</b> Identify and pursue opportunities for South-South cooperation between countries with joint operations by the Parties.	Ongoing - progress review Jun-18	Country managers and Directors	Technical specialists “Partnership” managers
	<b>Policy dialogue:</b> Identify and pursue opportunities for engagement in country/regional and/or global-level policy dialogue.	Ongoing - progress review Jun-18	Country managers and Directors Policy and technical specialists	“Partnership” managers
	<b>Impact measurement:</b> Proactively plan and learn from each other’s work to improve and adapt impact measurement systems	Ongoing - progress review Jun-18	Impact assessment specialists Country managers and Directors Technical specialists	“Partnership” managers
<b>Resource mobilization</b>	<b>Innovative financing mechanisms:</b> Explore options for the establishment of a multi-stakeholder platform to fund agricultural and rural development projects.	Ongoing - progress review Jun-18	“Partnership” managers Technical and Financial specialists	
<b>Follow up and Review</b>	Annual action plan update	Each December	“Partnership” managers Country managers and Directors Technical specialists	
	Parties’ annual leadership meeting	Each February (on the margins of IFAD GC)	“Partnership” managers	“Partnership” managers

## Current collaborations and future opportunities for collaboration in country operations

### Current Collaborations:

#### RWANDA

- Experiences to scale up/replicate:
  - Strong producer organizations
  - Strong collaboration with government of Rwanda
  - Business hub approach
  - Animal feed/fodder development
  - Social capital building
- New areas to explore:
  - Adapt success in dairy value chain to the coffee value chain using business hub approach
  - Knowledge management- deliberately building and disseminating knowledge in dairy and coffee value chains
  - Strengthen extension service system using ICT

#### NEPAL

- Experiences to scale up/replicate:
  - Social capital development and female empowerment
  - Build district-specific dairy and goat development models in KUBK
  - Triadic relationship model
  - Collaboration with local government
- New areas to explore:
  - Strengthen extension service system using ICT
  - Strengthening goat market systems and strategies
  - Resilience building through community-managed disaster risk reduction

#### TANZANIA

- Experiences to scale up/replicate:
  - Build strong producer organizations for implementing the Dairy Business Hub (“DBH”) model with IFAD.
  - Co-create a DBH strategy with government to improve national dairy performance
- New areas to explore:
  - 4P Approach to create milk demand and facilitate distribution between the mainland and Islands
  - Knowledge management- deliberately building and disseminating knowledge in dairy value chain.
  - Create policy dialogue space among producers, BDS providers and government

### Future Opportunities for Collaboration in Country Operations:

#### UGANDA

- Areas to explore (after 2018, depending on thematic and geographic focus of respective country programmes):
  - Replicate DBH model for national dairy development
  - Scale up the successful work around biogas regionally
  - Adapt the DBH model for poultry production with women smallholder farmers
  - Adapt the BH model for coffee value chain using the 4P Approach
  - Knowledge management- deliberately building and disseminating knowledge in coffee and poultry value chains

- Integration of Internally Displaced People (mainly youth) in the mainstream of development

#### ZAMBIA

- Experiences to scale up/replicate:
  - Replicate the successful experience in livestock restocking
  - Scale up the successes of increasing women's productivity through draft cattle (joint project with WFP)
  - Strong collaboration with the Ministry of Agriculture and Livestock
- New areas to explore:
  - Facilitation to formalize small ruminants trade between Zambia and DRC as part of market creation for producers.
  - Adapt BH model for goat value chain using the 4P Approach
  - Knowledge management- deliberately building and disseminating knowledge in poultry value chains.

#### BANGLADESH

- Experiences to scale up/replicate:
  - Social capital development and female empowerment
  - Assist emerging cooperatives to improve commercialization of agricultural products
  - Optimize productivity of small farms especially in the efficient production of goat and beef
- New areas to explore:
  - Heifer to provide TA to goat and beef value chain project which will be implemented by another entity selected by Heifer and PKSF (microfinance entity)
  - Social capital development for all IFAD-funded projects in country

#### INDIA

- Experiences to scale up/replicate:
  - Social capital development and female empowerment
  - Strengthening Farmer Producer Organizations to take up a larger enterprise role in the goat value chain
  - Expand collaboration on livestock production, including fodder, in Odisha and Rajasthan (Heifer/IFAD overlap areas)
- New areas to explore:
  - Collaboration in IFAD- funded OPELIP project in Odisha, to be started in 2017.
  - Swine rearing in NE India
  - Possible synergies with BMGF (particularly in poultry value chain)

#### NICARAGUA

- Experiences to scale up/replicate:
  - Women's economic empowerment
  - Inclusive rural enterprise development using LINK Methodology
  - Rural business models within cocoa, coffee, honey and dairy value chains
- New areas to explore:
  - Climate smart production of beans, cocoa & coffee for smallholder farmers
  - Knowledge management around inclusive rural enterprises
  - Strengthening business linkages with formal markets (LINK)
  - Strengthen extension service for the adoption of climate smart agricultural innovations

#### GUATEMALA

- Experiences to scale up/replicate:
  - Women's economic empowerment

- Environment and natural resource conservation
- Sustainable food security systems
- Knowledge Management via social capital and technical services
- Rural business models within cocoa, honey and cardamom value chains.
- New areas to explore:
  - Market-driven development of agricultural and non-agricultural rural businesses and microenterprises in the cocoa, Ramon (Mayan nut), and cardamom value chains
  - New inclusive business models for private sector through LINK
  - Direct collaboration with key local actors including PRODENORTE, PNDR-Oriente, JP-RWEE, and Fundación Defensores de la Naturaleza