Memorandum of Understanding Between the International Center for Biosaline Agriculture and IFAD

Note to Executive Board representatives

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Executive Board — 125th Session
Rome, 12-14 December 2018

For: Information
Memorandum of Understanding Between the International Center for Biosaline Agriculture and IFAD

1. At its 124th session held in September 2018, the Executive Board authorized the President to negotiate and finalize a memorandum of understanding (MoU) with the International Center for Biosaline Agriculture (ICBA) with a view to enhancing collaboration in areas of common interest and in countries in which both institutions are active.

2. The MoU between IFAD and ICBA was signed on 13 November 2018. A scanned copy of the signed agreement is herewith attached for information.
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as the "Memorandum") is entered into by and between the International Center for Biosaline Agriculture (hereinafter referred to as "ICBA") and the International Fund for Agricultural Development (hereinafter referred to as "IFAD"). IFAD and ICBA will otherwise be jointly referred to as the "Parties", and severally as the "Party", where the context so requires in this Memorandum.

WHEREAS ICBA is a non-profit international center of excellence for research and development in marginal environments, having the mandate to help water-scarce countries improve the productivity, social equity and environmental sustainability of water use through an integrated water resource systems approach, with special emphasis on saline and marginal quality water. ICBA's mission is "to work in partnership to deliver agricultural and water scarcity adaptation and mitigation solutions and strategies for marginal environments". ICBA's applied research for development focuses on assessment of natural resources, climate change impact and management, crop productivity and diversification, aquaculture and bioenergy, and policies for resilience.

WHEREAS IFAD is a specialized agency of the United Nations and an international financial institution, established by an international agreement (i.e. the Agreement Establishing IFAD) with the objective of mobilizing 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.

THE PARTIES TO THIS MEMORANDUM:

CONSIDERING the common interest of the Parties in promoting, according to their respective mandates, agricultural development and food security in developing countries;

CONSIDERING the commitment of each Party to support the achievement of the Sustainable Development Goals of the 2030 Agenda;

RECOGNISING the benefits of cooperation between them, as may be consistent with their respective policies and rules, for achieving their shared objectives; and
DETERMINED to establish a strategic and operational cooperation to best serve their common objectives:

HAVE REACHED THE FOLLOWING UNDERSTANDING:

SECTION 1

PURPOSE

1.1. The purpose of this Memorandum is to establish a mutually beneficial framework for strategic and operational cooperation between the Parties, with a view to enhancing collaboration in common areas of interest and in countries in which both Parties are active.

SECTION 2

AREAS OF COOPERATION

2.1. Parties will cooperate on a number of specific areas best fitting their respective mandates and strategies which will include, but not be limited to:

(a) identifying projects suitable for possible financing by IFAD and/or other co-financiers;

(b) providing knowledge and technical expertise as agreed upon from time to time between IFAD and ICBA;

(c) organizing conferences, seminars, workshops and other meetings related to matters of mutual interest.

2.2. The following will constitute sectors in which ICBA - through its extensive work over the past 17 years in finding technological innovations suitable for advancing agricultural production in marginal environments - has accumulated a wealth of knowledge, capabilities and experience, and intends to provide support to IFAD:

(a) crops, land and water resource management for salinity and sodicity;

(b) climate change mitigation, and building early-warning resilient systems for marginal environments;

(c) non-conventional water use (e.g. saline and brackish water, treated wastewater, industrial water, agricultural drainage and sea water) for different agricultural production and/or agro-forestry;
(d) climate change adaptation through the introduction of salt-tolerant, drought-tolerant and underutilized crops that thrive in marginal environments;

(e) seed production and small-scale irrigation systems, both of which can play a role in attracting youth, increasing nutrition and increasing resilience to climate change;

(f) Other sectors of cooperation as may be agreed upon between the Parties from time to time.

SECTION 3

CONSULTATION

3.1. The Parties will keep each other informed and, whenever necessary, consult each other on matters of mutual interest, which in their opinion, are likely to enhance their collaboration.

SECTION 4

EXCHANGE OF INFORMATION

4.1. The Parties hereto will exchange relevant information and data on matters of common interest to them and collaborate in the collection, analysis and diffusion of such information and data, subject to their respective policies and procedures relating to disclosure of information.

SECTION 5

MEETINGS

5.1. A Party to this Memorandum may invite the other Party to attend meetings, seminars, symposia, workshops or conferences of mutual interest, convened or otherwise supported by such Party.

GENERAL PROVISIONS

4.1. 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 any of them.

4.2. This Memorandum shall not represent any commitment on the part of either Party to give preferred treatment to the other in any matter contemplated under this
Memorandum or otherwise. Nothing in this Memorandum will limit the right of, or prevent the Parties from entering into memoranda or arrangements with other parties with respect to any activity, project or area of cooperation covered by this Memorandum.

4.3. Any activity to be developed under this Memorandum will be subject to separate supplementary arrangements or agreements to be concluded between the Parties on a case-by-case basis which will detail the specific form and content of the activities, address the responsibilities and rights of each Party in relation to those activities and the terms and conditions applicable thereto.

4.4. Any dispute arising out of or in connection with the interpretation or application of any provision contained in this Memorandum shall be settled amicably through consultations.

4.5. Nothing in this Memorandum, or relating thereto, shall be construed as constituting a waiver, renunciation or other modification of any of the rights, privileges, immunities and exemptions enjoyed by IFAD under the Agreement Establishing IFAD, the Convention on the Privileges and Immunities of the Specialized Agencies of the United Nations, and any other international treaty or convention, or under international customary law.

SECTION 5

COMMUNICATIONS AND COORDINATION

5.1. Each Party will designate an official (hereinafter referred to as "Official") who will be responsible for conducting relations under this Memorandum on its behalf. For the said purpose and until further notice IFAD will be represented by Mr. Luis Jiménez Moreno, Director, Partnership and Resource Mobilization Office. Until further notice, ICBA designates as its Official for the above-mentioned purpose, Ms. Seta Tutunjian, Director of Partnerships and Knowledge Management.

5.2. The Officials or their designees intend to meet at least once a year to discuss the progress of the cooperation under this Memorandum.

5.3. Any notice or other communication to be given or made under this Memorandum will be addressed and sent to the attention of the Officials at the addresses below or such other address as either Party designates by notice to the other Party:
For ICBA:
Partnerships and Knowledge Management
Academic City, Al Ain Road
Al Ruwayyah 2,
Dubai, United Arab Emirates
Fax: +971 4 336 1155
Email: stutundjian@biosaline.org.co

For IFAD:
Partnership and Resource Mobilization Office
International Fund for Agricultural Development Via Paolo di Dono, 44
00142 Rome
Italy
Fax: (39)00-5043403
E-Mail: jimenez-mcinnis@ifad.org

SECTION 6
EFFECTIVENESS, DURATION, TERMINATION AND AMENDMENT

6.1. This Memorandum shall become effective upon signature thereof by the Parties, subject to its approval by the Executive Board of IFAD. It will have a duration of five years and may be renewed, subject to satisfactory implementation, for periods of the same length by signature of an addendum or addenda by the both Parties, or terminated by either Party prior to its term by giving a six months' advance notice in writing to the other Party.

6.2. Any termination of this Memorandum shall be without prejudice to the orderly completion of any ongoing cooperation activity and any other rights or obligations of the Parties under any legal instrument executed pursuant to this Memorandum.

6.3. The Parties to this Memorandum shall consult each other on any amendment required regarding the terms of this Memorandum. Any such amendment shall be made in writing and shall become effective after signature by both Parties.
IN WITNESS WHEREOF, ICBA and IFAD, each acting through its duly authorized representative have executed this Memorandum in duplicate, in the English language.

INTERNATIONAL CENTER FOR BIOSALINE AGRICULTURE

Ismahane Elouafi
Director General

Date: 13/11/2018

INTERNATIONAL FUND FOR AGRICULTURAL DEVELOPMENT

Charlotte Salford
Associate Vice – President
External Relations and Governance Department

Date: 13/11/2018