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Memorandum of Understanding with the World Food Law Institute

Note to Executive Board representatives

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Executive Board — 131st Session
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For: Information

Memorandum of Understanding with the World Food Law Institute

1. At its 129th session in April 2020, the Executive Board authorized the President to negotiate and finalize a memorandum of understanding with the World Food Law Institute to establish a mutually beneficial framework for cooperation with a view to facilitating collaboration in common areas of interest particularly food policy concerning global food law and policy, and food law development.
2. The memorandum of understanding was signed on 26 May 2020 in Rome and 10 September 2020 in Washington D.C. A scanned copy is attached herewith for information.



**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE WORLD FOOD LAW INSTITUTE
AND
THE INTERNATIONAL FUND FOR AGRICULTURAL DEVELOPMENT**

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter the "Memorandum") is entered into by and between the World Food Law Institute ("WFLI") and the International Fund for Agricultural Development ("IFAD") (each a "Party"; together the "Parties").

WHEREAS WFLI is a non-profit corporation, established under the laws of the District of Columbia, United States of America and housed at the Howard University School of Law, whose mandate is to apply an interdisciplinary approach to discussions and research that promotes an understanding of current global food law and policy issues. The programmes of WFLI bring together experts from the public and private sectors, the diplomatic community and academia in round tables, lectures and the annual symposium, among other activities.

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; and each of their joint work with the Food and Agriculture Organization of the United Nations ("FAO") to the same end;

NOTING the enhanced collaboration among the Rome-based Agencies ("RBAs") in IFAD's proposed work alongside FAO and WFLI, as well as the opportunities for future collaboration with other partners such as FAO in the pursuit of common priorities and objectives;

RECOGNIZING 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 cooperation between the Parties, with a view to facilitating collaboration in common areas of interest particularly food policy concerning global food law and policy, and food law development.

SECTION 2

AREAS OF COOPERATION

- 2.1 In accordance with their respective mandates, policies and rules, the Parties will seek opportunities for collaboration in a number of areas, including but not limited to, the organization of events and initiatives aimed at promoting information and knowledge sharing.
- 2.2 In particular, IFAD will support the organization of WFLI events, such as lectures, round tables and symposia, by among other things:
- a) assisting in identifying speakers from IFAD, international financial institutions (IFIs), United Nations agencies, international development cooperation and elsewhere to participate in WFLI events, such as the lectures held in Washington, D.C. and in Rome in 2019 related to global food insecurity and legal innovations to tackle SDG 2, which highlighted the findings of the recent *2019 State of Food Security and Nutrition in the World* report;
 - b) recommending relevant subject matter and legal experts from the international development community as speakers and participants;
 - c) reviewing and advising on the annual theme anchoring WFLI events. The topic for the year 2020 is food loss and waste; and,
 - d) with WFLI, joining FAO, the World Bank, and academic, domestic and international, public and private sector experts in applying an interdisciplinary approach to discussions and research on current global food law and policy issues.
- 2.3 The Parties will promote the events through their respective corporate channels. Any related outreach to the media would be jointly agreed in advance.

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 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.
- 4.2. The Parties may disclose to the general public this MOU and information related to this MOU in accordance with their respective policies. However, the Parties agree that no documents or information exchanged between the Parties in the course of the implementation of this MOU will be disclosed to third parties by the Party receiving such documents or information without prior written consent of the other Party.

SECTION 5

USE OF NAME AND EMBLEM, FORM OF ACKNOWLEDGEMENT

- 5.1. Neither Party shall use the name or emblem of the other Party, or any abbreviation thereof, in connection with its business or for public dissemination without the prior expressly written approval of the other Party in each case.
- 5.2. The Parties will first consult with each other concerning the manner and form of any publicity or acknowledgement of the other Party's support regarding any activities undertaken pursuant to this MOU.

SECTION 6

INTELLECTUAL PROPERTY

- 6.1. The Parties will agree in writing on the ownership of any intellectual property rights that may arise in any work or product that may result from the collaborative activities undertaken under this Memorandum.

SECTION 7

GENERAL PROVISIONS

- 7.1. 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 binding obligation or the incurrence of any liability on the part of any of them.
- 7.2. It is understood and agreed that nothing in this Memorandum: (a) will constitute, or be construed as an offer, promise or undertaking by the Parties to finance all or in part any activity identified in or pursuant to this Memorandum; (b) 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; (c) shall be construed to create any commitment on the part of either Party to give preferred treatment to the other Party in any matter contemplated under this Memorandum.
- 7.3. Any activity that may be identified by the Parties under this Memorandum will, as appropriate, 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 obligations and liabilities of each Party in relation to those activities and the terms and conditions applicable thereto.
- 7.4. Any differences arising out of, or in connection with, the interpretation or application of any provision contained in this Memorandum will be resolved amicably through consultations between the Parties.
- 7.5. 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 under any other document, international treaty or convention, or international customary law.

SECTION 8

COMMUNICATIONS AND COORDINATION

- 8.1. 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, WFLI will be represented by

Professor Marsha Echols. Until further notice, IFAD designates as its Official for the above-mentioned purpose, Ms Katherine Meighan, General Counsel.

- 8.2. 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 WFLI:

World Food Law Institute
3286 M Street, N.W.
Washington, D.C. 20007 United States

E-mail: howardprofessor@gmail.com

For IFAD:

Office of the General Counsel
International Fund for Agricultural Development
Via Paolo di Dono, 44
00142 Rome
Italy

E-Mail: k.meighan@ifad.org

SECTION 9

EFFECTIVENESS, DURATION, TERMINATION AND AMENDMENT


- 9.1. This Memorandum shall become effective upon signature thereof by the Parties, following the approval by the IFAD Executive Board.
- 9.2. It will have a duration of five (5) years. Such period may be extended by mutual written consent of the Parties three months prior to the expiration of the Memorandum.
- 9.3. The Memorandum may be terminated by either Party by giving at least ninety (90) days' advance written notice to the other Party. 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.
- 9.4. 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, WFLI and IFAD, each acting through its duly authorized representative have executed this Memorandum in duplicate, in the English language.

WORLD FOOD LAW INSTITUTE

**INTERNATIONAL FUND FOR
AGRICULTURAL DEVELOPMENT**


Marsha Echols
Director


Gilbert F. Houngbo
President

Date: 10 September 2020

Date: 26 May 2020

Place: Washington, DC

Place: Rome, Italy