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Memorandum of Understanding between Orange Middle East and Africa and IFAD

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For: Information

Memorandum of Understanding between Orange Middle East and Africa and IFAD

1. At its 130th session in September 2020, the Executive Board authorized the President to negotiate and finalize a memorandum of understanding (MoU) with Orange Middle East and Africa to establish a mutually beneficial framework for cooperation. The objective was to facilitate collaboration in common areas of interest in the field of Information and Communications Technologies for Development (ICT4D). The specific aim was to support agricultural activities in the Economic Community of West African States (ECOWAS) area by using and leveraging ICT solutions to increase and scale up the impact of development projects in areas such as agriculture, education, peacebuilding and workforce development, and promote innovations such as new business models, methods and processes.
2. This MoU was signed on 16 December 2020. A scanned copy of the document is attached for information in accordance with the Executive Board's proceedings and in line with the recommendation of Executive Board document EB 2020/130/R.44, approved through a vote by correspondence.



MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (MOU) is hereby made and entered into by the **International Fund for Agriculture Development (IFAD)**, represented by Gilbert Houngbo, President, and **Orange Middle East and Africa S.A.** (hereinafter referred to as "**Orange**") represented by Alioune Ndiaye, CEO Orange Middle East and Africa S.A.

A. Parties:

Party I – International Fund for Agricultural Development (IFAD), an international financial institution and specialized agency of the United Nations, with its headquarters based in via Paolo di Dono, 44, 00142 Rome, Italy.

Party II – Orange Middle East and Africa S.A, a limited company, whose registered office is 78, rue Olivier de Serres 75015 Paris, France, registered with the Commercial and Companies Registry of Paris under number 307 299 248.

B. Background and Objective:

Billions of family farmers are producing most of worldwide food in a resilient and environmental friendly way and are modernising their agriculture systems to meet demographic and market requirements with the support of science and technology, bringing prospects among other to digital agriculture.

The use of ICT to improve family farming is spreading with the increase use of mobile internet services. Orange and IFAD will join forces to promote ICT and mobile-based solutions providing information on markets and weather, services and financial inclusion to small holders and rural households.

In addition and among others technical fields will include new digital agriculture tools, internet based platforms for information exchange, online training for young farmers, use of big data (weather, insurance, market prices, contract farming,) and provide a market place for farmers and agritech applications.

Collectively the above Parties have agreed to enter into this MOU to reflect their mutual intention to cooperate and coordinate works in the Middle East and Africa regions, to use and leverage Information and Communications Technology ("ICT") solutions to increase and scale the impact of development projects in agriculture, education, peacebuilding, workforce development, among others, and facilitate the promotion of innovations such as new business models, new methods and processes. Orange can draw from its competencies in research and development expertise to help achieve IFAD' goals. In accordance with their respective mandates, policies and rules, the Parties will seek opportunities to cooperate in the following areas:

- M-Agri services;
- Digital agriculture and Agri tech apps;

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- Development and Management of Supply Chain and value chains;
- Extension of low-cost network coverage to rural areas;
- Mobile payment;
- Mobile devices and applications;
- Facilitate contract farming through mobile-based solutions using contract farming guidelines (<https://www.ifad.org/en/web/latest/event/asset/39006873>);
- Solar energy;
- Transfer credit communications;
- Weather applications;
- Crops, livestock, fisheries and forestry apps;
- Platform services such as QCM via SMA, IVR lessons and data collection, information SMS, MOOC;
- Community of practice among farmers;
- Socio economic analysis of the uses of ICT; and
- Cloud and Big data on agriculture production, marketing, climate change.

IFAD and Orange are open to different engagement structures to be determined as both organizations explore opportunities for specific activities/projects to create shared value.

C. Funding and Expenses

This MOU neither obligates any funds to **either Party** or the employees of **either Party** nor creates an expectation for the obligation of any funds to either **Party** or the employees of **either Party**. Unless otherwise mutually and explicitly provided and agreed upon in writing, all expenses and costs incurred by either Party will be borne by the Party incurring the same and neither will be obliged to reimburse the other.

D. Communications

Any notice or request required or permitted to be made or given under this MOU will be in writing, in English, and will be deemed given or sent when delivered to the Parties at the following addresses:

To IFAD:
IFAD President
Email address: g.houngbo@ifad.org
Copy: b.thierry@ifad.org

To Orange:
CEO, Orange Middle East and Africa
Email address: Alioune.ndiaye@orange.com
Copy: bernard.yvetot@orange.com

In order to carry out and fulfil the aims of this MOU, each Party will appoint an appropriate person(s) to represent its organization and to coordinate the discussions between them.

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E. Confidentiality

The present MOU will remain confidential unless both Parties expressly consent to its disclosure to a third Party. This notwithstanding, the Parties agree that the present MOU may be disclosed internally within their respective organizations on a need-to-know basis.

In accordance with their respective policies and procedures, each Party undertakes to safeguard the confidentiality of any information, especially of a technical, legal commercial or financial nature, which could be provided by the other Party in relation to the subject matter of the present MOU.

If one Party provides any information to the other Party in confidence under the present MOU, the providing Party shall clearly indicate or mark it in writing as confidential. The receiving Party shall not disclose to the public such information indicated or marked in writing as confidential, unless the providing Party has given its prior written consent to such disclosure.

The Party receiving confidential information undertakes that such received confidential information will remain confidential, will only be disclosed internally to the members of its staff who need to have knowledge of it, and that it will only be used by them within the framework of the performance hereof, and that it will not be copied, reproduced, nor duplicated in whole or in part unless the Party providing it authorises such copies, reproductions, or duplications.

Orange will not make any reference to the collaboration in any manner 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 by IFAD.

This undertaking of confidentiality will remain applicable for the whole duration of the present MOU but also during the first twelve (12) months following its expiry or termination whatever the reason thereof.

F. Conflict of Interest

IFAD's collaboration with Orange on activities under the present MOU is not intended to give a competitive advantage or preference to Orange or any of its affiliates in connection with the procurement of goods, works or services by IFAD, or by IFAD clients under IFAD-financed projects, where such procurement results from or has a direct relationship to activities under this MOU.

G. Names, Marks and Logos

The Parties acknowledge that the names and marks "IFAD" and all variations thereof including its logo (collectively, the "IFAD Name") and "Orange" and all variations thereof including their associated logo(s) (collectively, the "Orange Name") are the sole and exclusive properties of IFAD and Orange, respectively. Neither Party shall acquire any right, title or interest in the other Party's Name under the present MOU.

The Parties acknowledge that any and all uses by one Party of the other Party's Name shall inure solely to the benefit of the other Party. The Parties understand and agree that neither Party may use the other Party's Name in any manner whatsoever that conveys or suggests, directly or indirectly, endorsement or support of the Party or products or services thereof 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) shall be subject to the approval of the other Party, which approval will not be unreasonably withheld.

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H. Amendments

This MOU may be amended or modified in writing by mutual consent of both Parties as may be necessary from time to time.

I. Dispute Resolution

Any doubts or ambiguities or disputes, if any, in the interpretation of the provisions of this MOU, will be resolved amicably through mutual consultations between the Parties.

J. Privileges and Immunities

Nothing in this Agreement shall be deemed as a waiver of or otherwise affect the privileges and immunities of IFAD under the Agreement Establishing the International Fund for Agricultural Development, the Convention on the Privileges and Immunities of the Specialized Agencies of the United Nations (1947), any other international treaty or convention, or under international customary law.

K. Commencement and Termination

This Memorandum of Understanding will take effect upon its signature by the Parties (the date of the last such signature being the "Commencement Date") and will remain in effect until 31st March 2025.

Any of the Parties, in writing, may terminate the MOU, at any time before the date of expiration giving the other Party written notice of termination, at least six (6) months in advance of the proposed date of termination. Such termination will take effect on the date specified in the notice of termination.

L. Intellectual Property Rights

Intellectual Property Rights (as defined below) of any Party, including any development, adaptation, modification or derivative rights, existing as at the Commencement Date shall belong and remain with such Party. Nothing in this MOU shall transfer or assign such Intellectual Property Rights of a Party to the other Party.

For the purpose of this MOU, Intellectual Property Rights means works of authorship, copyrights and other rights in work of authorship, trademarks, trade names, patent, design, know how, trade secrets and inventions (whether patentable or not) and all other intellectual property or similar proprietary rights of whatever nature (whether registered or not and including applications to register or rights to apply for registration) which may now or in the future subsist anywhere in the world.

Intellectual Property Rights created by any Party under this MOU shall belong to that Party.

Unless otherwise expressly agreed in writing, nothing in this MOU is intended to grant any Intellectual Property Rights to either Party.

M General Provisions

The Parties entering into this MOU maintain their own separate and unique missions and mandates, and their own accountabilities. This MOU shall not supersede or interfere in any way with other agreements or contracts entered into between the Parties, either prior to or subsequent to the signing of the MOU, unless otherwise stated herein.

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Nothing in this MOU shall be construed as constituting any Party as the agent of the other Party for any purpose whatsoever and neither of the Parties shall have the authority or power to bind the others or to contract in the name of or create a liability against the other Parties in any way. No Party is authorized to represent the other Party in any manner without its prior written approval. Nothing in this MOU shall be construed as creating a joint venture, an agency relationship, or a legal partnership between the Parties.

No exclusivity is granted by either Party to the other under this MOU.

No rights or interest arising under this MOU may be transferred or assigned by a Party without the consent in writing of the other Party.

This MOU does not constitute an agreement or commitment by either Party to enter into or provide support for any specific activity. Specific arrangements for individual activities will be set forth in written document or work plan to be jointly formulated by the Parties, and subject to separate agreements, as needed. This MOU will supersede any previous intentions or understandings communicated between the Parties in respect of collaborative activities contemplated herein.

This MOU and all notices and amendments to it will be executed in the English language, although they may be translated into **French**, the English language version shall prevail.

N. Execution

This Memorandum of Understanding is made on the day and year stated below in two originals in the English language, all texts being equally authentic.

IN WITNESS THEREOF, the Parties hereto have executed this MOU:

For IFAD



Name: Dominik Ziller

Title: Vice-President

Date:

16.12.2020

For ORANGE



Name: Aline Ndiaye

Title: CEO OMEA

Date:

16/12/2020