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Joint Cooperation Programme between the King Salman Humanitarian Aid and Relief Centre and IFAD

Note to Executive Board representatives

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Executive Board — 132nd Session
Rome, 19-21 April 2021

For: Approval

Recommendation for approval

The Executive Board is invited to authorize the President to negotiate and finalize a joint cooperation programme (JCP) with the King Salman Humanitarian Aid and Relief Centre, substantially in accordance with the provisions presented in the annex to this document.

1. During his official visit to Saudi Arabia in December 2019, the President held a meeting with senior officials from the King Salman Humanitarian Aid and Relief Centre (KSRelief) to explore strengthening collaboration between IFAD and the centre.
2. In March 2020, IFAD participated in the Second International Humanitarian Forum, which was organized by KSRelief in collaboration with the United Nations and its humanitarian organizations. The event focused on the importance of the humanitarian-development nexus.
3. Discussions between IFAD and KSRelief have focused on the need for more strategic cooperation between the two organizations, with a view to enhancing collaboration in areas of common interest and in countries in which both organizations are active.
4. The aim of the JCP is to cooperate in a number of areas that fit both organizations' mandates and strategies. These include: (i) improving food security and combatting malnutrition globally (ii) capacity-building (iii) sharing of experiences (iv) sharing of knowledge and field experiences (v) cooperation in areas of common interest; and (vi) any other area to be determined jointly by the Parties in the future.

I. King Salman Humanitarian Aid and Relief Centre

5. KSRelief was established by King Salman bin Abdulaziz in 2015. The centre was established within the framework of the efforts of Saudi Arabia to alleviate the suffering of those in need worldwide. The mission of KSRelief is to manage and coordinate relief activities on an international level to ensure the provision of external aid in line with national interests.
6. Since its establishment, KSRelief has helped 44 countries and spent US\$3.25 billion, supporting over 1,200 projects around the world and addressing issues such as food security, humanitarian and emergency relief coordination, education, and water sanitation. In 2019, the centre donated nearly US\$1 billion in aid, and worked with 144 partners to help those in need around the world.
7. KSRelief has established a number of partnerships with United Nations agencies and humanitarian organizations, including WFP, UNDP, UNICEF, FAO, WHO, OCHA, UNHCR, and the International Committee of the Red Cross. KSRelief provides support predominantly to countries with fragile situations or affected by conflict. Working in partnership with other organizations, KSRelief seeks to mitigate the impact of humanitarian crises on vulnerable households and communities. KSRelief has provided extensive support to poor households in Lebanon, the Syrian Arab Republic and Yemen.

II. Recommendation

8. 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 joint cooperation programme between the King Salman Humanitarian Aid and Relief Centre and IFAD in order to establish a cooperation framework that is substantially in accordance with the provisions presented in the annex to this document. The signed JCP will be submitted to the Board for information at a subsequent session.



Joint Co-operation Program (JCP)
Between
King Salman Humanitarian Aid and Relief
Centre
(KSRELIEF)
And
The International Fund for Agricultural
Development
(IFAD)

WHEREAS, King Salman Humanitarian Aid and Relief Centre (**KSRelief**) is a Saudi entity dedicated to providing international humanitarian and relief aid and assistance to beneficiaries around the world.

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), whose primary objective is to mobilize additional resources to be made available on concessional terms for agricultural development in developing Member States. In fulfilling this objective, IFAD provides 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;

And whereas the Parties desire to cooperate with each other in view of their common areas, objectives and vision being related to the provision of support in defined areas of mutual interest as further described in this JCP.

Now, therefore, based on a spirit of mutual trust and in spirit of cordial cooperation, KSRELIEF and IFAD have entered into this JCP:

1. Preamble, Appendix's and Annexures:

The preamble above shall form an integral part of this **JCP**.

2. PURPOSE:

1. The purpose of this JCP is to establish a mutual cooperation relations between KSRELIEF and IFAD and paves the way for both Parties to promote and establish a mutually beneficial partnership and outlines the structure (as may be more particularly agreed upon in writing between the Parties), purpose, implementation, and administration aiming to support and benefit the vulnerable and disadvantaged people.
2. The JCP is intended by the Parties to create opportunities for KSRELIEF and IFAD to take advantage of their respective natural synergies in their respective mandate. By collaborating at each stage of programs strategy, assessment, design, implementation, and evaluation. Both KSRELIEF and IFAD will benefit from improved efficiency, quality and reach of their efforts.
3. This JCP serves as a general framework governing the cooperation of both Parties. Additionally, it serves as a background for future initiatives based on positively identified projects, amounts to be determined on a project-basis by either of the Parties. As such, separate contractual agreements, whether as terms of reference or in other formats, will be established to detail the cooperation.

3. COOPERATION:

1. Terms and Scope of Co-operation: This JCP will provide effective cooperation avenues for the realization of effective partnership between Parties at a global level, with an emphasis on capacity and know-how sharing. The partnership will be in effect in the countries and territories where the Parties agree on.
2. The Parties will maintain an institutional relationship through regular dialogue between KSRelief and IFAD Official. The Parties will aim to meet regularly based on need, at all levels. This dialogue will be an opportunity to review the state of the relationship and cooperation between the Parties; and identify priorities for collaboration and review progress against any agreed milestones.

4. Areas of Cooperation

The Parties agree to collaborate in the following areas;

- a) Improving food security and combat malnutrition globally;
 - b) Capacity building;
 - c) Sharing of experiences;
 - d) Sharing knowledge and field experiences;
 - e) Cooperation in areas of common interest.
 - f) Any other fields to be determined in future jointly by the Parties
3. Training and Technical Assistance/Cross Learning: Either Party, subject to the availability of funds, and at its sole discretion, may provide training or other technical support to the other Party. Likewise, either Party may reciprocate, as mutually agreed in writing between Parties, and provide training or other technical support to the other Party on a cost-recovery basis in line with that Party's standards arrangements.

5. COSTS

Each Party shall bear its own costs and expenses of whatever nature incurred as a result of or relating to (a) the entering into of this JCP and (b) any agreements or any activities carried out under this JCP including - but not limited to - travel and living expenses and negotiation expenses. Neither Party shall be obligated to provide funds for the operational needs of the other Party, including but not limited to funds for the salaries of the other Party's personnel, the purchase of equipment and supplies, food etc.

6. JCP DURATION

1. This JCP is valid for (**12**) months (**the Term**) with effect from the **Effective Date** till the expiration date, otherwise early terminated.
2. Before expiration, both Parties may agree to review their partnership and extend the **JCP** term for a mutually accepted Term in written, otherwise this **JCP** shall be considered as expired without any effect.
3. The Effective Date shall mean the most recent Signature Date as set out in the signature Page of this **JCP**.

7. TERMINATION

1. This JCP may be terminated by either Party for convenience without cause upon **thirty (30)** days' advance written notice to the other Party.
2. It is been agreed that, early Termination shall not affect other separate Contractual Agreements which are signed between Parties and subject to this Agreement, which each of shall be effective till its expiry date one by one, unless the Parties agree in writing otherwise

8. INTELLECTUAL PROPERTY

1. All programs, courses, data, information, and information resources exchanged between the Parties in the course of performing this JCP remain the property of the Party who owns or create these programs, courses, data, information, and information resources. Where information including data is shared by one Party with the other, the receiving Party must take all measures required for the protection of these proprietary rights, and must not use or transfer to third parties these programs, courses, data, information, and information resources without the prior written consent of their owner.

2. Neither Party may use the name or logo of the other Party or any of its distinctive marks or intellectual or moral Property rights without obtaining the relevant prior written consent of that Party.
3. The Parties shall remain bound by the provisions of this Clause throughout and after the expiry or early Termination of the term of this **JCP for** any cause.

9. PRIVILEGES AND IMMUNITIES

Nothing in or relating to this JCP shall be construed as constituting a waiver, renunciation or other modification of any of the rights, privileges, immunities and exemptions enjoyed by either Party under any document, international treaty, convention, or international customary law, nor be construed to confer upon either Party, or any of its personnel or agents, any immunities or privileges that may be granted to the other Party or its personnel.

10. DISPUTE RESOLUTION

1. Settlement of any dispute, controversy or claim arising out of this JCP or in connection with it, shall be done through amicable consultation between the Parties.
2. This JCP and any dispute arising therefrom shall be governed by internationally accepted general principals of law and by the terms of this Agreement, to the exclusion of any choice of law rules that would defer this JCP to the laws of any given jurisdiction.

11. COMPLIANCE WITH LAWS

1. Each Party warrants that it shall, at its own expenses and at all time comply with all laws, rules, regulations, decrees that are applicable to it at the time of this JCP or may become applicable to it in the future.
2. Each Party shall not engage in any activities that would violate any law, rule, regulation or official order applicable to this Party.
3. By entering into this JCP each party undertake that it has not and will not promote or engage in violence or terrorism and is in full compliance with all laws and regulations applicable to it that prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Parties to ensure compliance with all such applicable laws and regulations. This provision does not create any obligations of IFAD under the anti-terrorist financing and asset control laws, regulations, rules and executive orders of any of its Member States.

12. AMENDMENTS

1. This JCP embodies the entire understanding of the Parties and there are no terms, conditions or warranties, whether expressed or implied, other than those contained herein, and any amendment to this JCP shall not be binding on the parties unless reduced in writing and signed by all Parties affected by such amendments.

13. CONFIDENTIALITY

1. The Parties undertake to respect the confidentiality of each other's confidential information where such information is expressly stated to be **Confidential** at the time it is provided by one Party to the other.
2. The Confidential Information and disclosing are subject to either Party's relevant policies, rules and procedures, including (without limitation) either Party's Policy on the Confidentiality and Disclosure of Documents.
3. The above undertaking of Parties shall remain in force and survive the expiry, Termination or cancellation for any reason of this JCP.

14. NOTICES AND COMMUNICATIONS

- All notices shall be considered validly served if sent by prepaid registered post by any Party to any other Party hereto, or if delivered by hand, and the date of service shall be the second day after the day of posting, or the date of delivery, and the parties declare the following addresses to be their official post address:

KSRELIEF Address:	King Abdullah Road, Riyadh 12371, 7046 - Kingdom of Saudi Arabia Phone: +966 920 008 554
IFAD Address:	IFAD, Via Paolo di Dono 44, Rome 00142, Italy

2. The focal points for this partnership will be:

For KSRelief	Name	Dr. Yahia Al Shammari
	Title	Partnership and International Relations Department Manager
	E-Mail	y.alshammari@ksrelief.org
	Phone	00966 55 516 682 8
For IFAD	Name	Ronald Hartman
	Title	Director, Global Engagement, Partnership and Resource Mobilization Division
	E-Mail	r.hartman@ifad.org
	Phone	00390654592610

15. GENERAL CLAUSES

- Nothing in this JCP shall affect the contractual relationship and administrative supervision of KSRELIEF's operational partners, donors or constituents overseas, nor the relationship between IFAD and its corresponding entities, including governmental and non-governmental organizations.
- Execution of this JCP shall not constitute an obligation or implication of obligation or undertaking for either Party to enter into any additional protocols, specific agreements or terms of reference.
- Nothing in this JCP shall be deemed to create a joint venture, agency or partnership between the Parties, and neither Party shall have the power to obligate or bind the other in any manner whatsoever, except as specifically provided herein.
- The terms of this JCP shall not be construed to imply any grant or other transfer of rights.
- Failure of either Party to enforce at any time any of the provisions of this JCP, or to exercise any option that is provided herein, shall not be deemed to be a waiver of those provisions, nor to affect in any way the validity of any part of this JCP, or the right thereafter to enforce each provision.
- Any provision of this JCP that is invalid or unenforceable under the laws or regulations of KSA and/or the legal or regulatory framework applicable to the IFAD (including but not limited to relevant decisions of the IFAD governing body or the United Nations General Assembly) shall be in such case invalidate or render unenforceable such provision with regard to KSRELIEF or the IFAD as the case may be.
- The Parties agree to execute this JCP in Arabic, and English languages. The Parties agree that both Arabic and English version of this JCP shall be considered with the same power.

8. Neither this JCP, nor any rights or obligations hereunder, may be assigned or subcontracted to any third party, unless obtain the other Party's prior written consent on such assignment or subcontracting.

FOLLOWED BY SIGNATURES PAGE

For referencing and documenting the foregoing provisions, the parties have signed this JCP on the effective date, by the authorized legal representative of each party, in two originals in Arabic and English Languages where each Party shall keep one original to work with accordingly

SIGNATURES

King Salman Humanitarian Aid and Relief Centre

Dr./ Abdullah Bin Abdul Aziz Al Rabeeah
Supervisor General

Date

Signature

The International Fund for Agricultural Development

Mr. / Gilbert F. Hougbo
President of IFAD

Date

Signature