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Memorandum of Understanding between HELP Logistics and IFAD

Note to Executive Board representatives

Focal points:

Technical questions:

Sara Mbago-Bhunu
Regional Director
East and Southern Africa Division
Tel.: +39 06 5459 2838
e-mail: s.mbago-bhunu@ifad.org

Lakshmi Moola
Country Director
Tel.: +254 748606370
e-mail: l.moola@ifad.org

Dispatch of documentation:

Deirdre Mc Grenra
Chief
Institutional Governance and
Member Relations
Tel.: +39 06 5459 2374
e-mail: gb@ifad.org

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

For: Approval

Recommendation for approval

The Executive Board is invited to approve the recommendation contained in paragraph 4.

I. Introduction

1. HELP Logistics is a non-profit subsidiary company of the Kühne Foundation. Since 2014, HELP Logistics has established four regional offices: Singapore (Asia), Amman (Middle East), Nairobi (East and Southern Africa) and Dakar (West Africa). From these regional offices, the dedicated supply chain and logistics experts partner with a range of government, academic and professional institutions. HELP Logistics develops logistics and supply chain solutions that contribute to improving lives, opportunities and economies. The company facilitates knowledge exchange across the private and public sectors, notably through development partners and academic communities to support education and capacity-building. HELP strives to optimize supply chains by enhancing procurement, transportation, storage and the distribution of relief commodities.
2. The aim of the memorandum of understanding (MoU) between HELP Logistics and IFAD is for the institutions to establish a mutually beneficial framework for cooperation, with a view to facilitating collaboration in common areas of interest. Given its cross-sector experience, HELP will, in particular, provide technical assistance to: (i) analyse and optimize supply chain functions, processes and infrastructure to save costs, reduce lead times and increase visibility using academic and commercial tools and approaches; (ii) deploy tools and methods to support analysis and decision-making in the humanitarian and development sector; (iii) provide training in supply chains and develop high-quality, context-specific, seminars and modular learning programmes to strengthen resource capacity and organizational performance; (iv) ensure procurement efficiencies within supply chains' integrated risk management, especially against recurrent natural disasters in key vulnerable sectors like agriculture; and (v) analyse and promote supply chain resilience and preparedness solutions.
3. The Global Engagement, Partnership and Resource Mobilization Division found no critical risk issues associated with HELP Logistics and thus has rated the association "green" (lowest level) with respect to partnership risk.

II. Recommendation

4. 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 MoU between HELP Logistics and IFAD to establish a cooperation framework, substantially in accordance with the provisions presented in the annex to this document. The signed MoU will be submitted to the Board for information at a subsequent session.



MEMORANDUM OF UNDERSTANDING

Between the

HELP Logistics

and the

INTERNATIONAL FUND FOR AGRICULTURAL DEVELOPMENT

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter the "Memorandum") is entered into by and between **HELP Logistics ("HELP")** and the International Fund for Agricultural Development ("IFAD") (each a "Party"; together the "Parties").

WHEREAS HELP is a subsidiary non-profit company of the Kühne Foundation, the private foundation established by the Kühne family in Switzerland in 1976. HELP logistics was registered in 2015 in Switzerland to provide best-in-class logistics and supply chain management knowledge to enhance effectiveness and efficiency.

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;

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 cooperation between the Parties, with a view to facilitating collaboration in common areas of interest particularly the improvement of the logistics of food and agricultural

supply and value chains, with particular reference to the food value networks of small holder farmers.

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, research, analysis, education, development and funding.

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.

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 all documents or information exchanged between the Parties in the course of the implementation of this MOU will not 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, 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 which may result from the collaborative activities undertaken under this Memorandum. Intellectual property in the form of assessment methodologies, tools, research, analytical frameworks or training, which are brought into the partnership by each partner will remain the sole property of that partner.

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 any 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, HELP will be represented by the Managing Director. Until further notice, IFAD designates Regional Director, East and Southern Africa, as its Official for the above-mentioned purpose.
- 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 HELP:

Managing Director
HELP Logistics AG
Dorfstrasse 50
8834 Schindellegi, Switzerland
Tel: +41 44 786 9670
sean.rafter@kuehne-stiftung.org

For IFAD:

Regional Director
East and Southern Africa Division
Programme Management Department
International Fund for Agricultural Development
Via Paolo di Dono 44, 00142 Rome
ITALY
Tel: + 39 06 5459 2838
s.mbago-bhunu@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 three (3) 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, HELP and IFAD, each acting through its duly authorized representative have executed this Memorandum in duplicate, in the English language.

HELP LOGISTICS

**INTERNATIONAL FUND FOR
AGRICULTURAL DEVELOPMENT**

Name:
Title:

Name:
Title:

Date: _____

Date: _____

Place: _____

Place: _____