
Memorandum of understanding between the Bill & Melinda Gates Foundation, McKinsey & Company, Inc. Kenya, Alliance for a Green Revolution in Africa and IFAD

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Useful references: Establishment of a Trust Fund for the African Agricultural Transformation Initiative ([EB 2021/VBC/7](#)), Proposal to Accept Supplementary Funds from the Bill & Melinda Gates Foundation for the Gender-Transformative Mechanism Initiative ([EB 2021/VBC/10](#)).

Action: The Executive Board is invited to take note of the Memorandum of Understanding between the Bill & Melinda Gates Foundation (BMGF), McKinsey & Company, Inc. Kenya, Alliance for a Green Revolution in Africa (AGRA) and IFAD in relation to the African Agricultural Transformation Initiative (AATI).

Technical questions:

Bettina Prato

Lead Policy and Technical Adviser
to the Associate Vice-President
Programme Management Department
e-mail: b.prato@ifad.org

For more information see: <https://webapps.ifad.org/members/eb/135/docs/EB-2022-135-R-28.pdf>.

Memorandum of understanding between the Bill & Melinda Gates Foundation, McKinsey & Company, Inc. Kenya, Alliance for a Green Revolution in Africa and IFAD

1. In April 2022, the Executive Board considered a proposal contained in EB 2022/135/R.28 and approved the following recommendation:
“In accordance with article 8, section 2 of the Agreement Establishing IFAD, the Executive Board is invited to authorize the President of IFAD to finalize and sign the MoU among IFAD, BMGF, McKinsey & Company Inc. Kenya and AGRA, along the lines described above.”
2. Following the Executive Board's approval of EB 2022/135/R.28, the Memorandum of Understanding signed by IFAD, BMGF, McKinsey & Company Inc. Kenya and AGRA is presented in the annex.

**Signed memorandum of understanding between the
Bill & Melinda Gates Foundation, McKinsey &
Company, Inc. Kenya, Alliance for a Green Revolution
in Africa and IFAD**

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE BILL & MELINDA GATES FOUNDATION

MCKINSEY & COMPANY, INC. KENYA

ALLIANCE FOR A GREEN REVOLUTION IN AFRICA

AND

THE INTERNATIONAL FUND FOR AGRICULTURAL DEVELOPMENT

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter the "Memorandum" or "MOU") is entered into by and between:

- (a) The Bill & Melinda Gates Foundation ("BMGF" or the "Foundation") a private foundation headquartered in Seattle, WA (USA) and incorporated under the law of United States of America. BMGF's headquarter is located at 500 5th Avenue North, Seattle, WA, USA;
- (b) McKinsey & Company, Inc. Kenya ("McKinsey") with an office located at 2nd Floor, Mzima House, Mzima Springs Road, PO Box 66747-00800, Nairobi, Kenya;
- (c) Alliance for a Green Revolution in Africa ("AGRA") a non-profit organization incorporated on August 31, 2006 in the State of Washington in accordance with Section 501 (c) (3) of the Internal Revenue Code of the United States of America, with its principal place of business at West End Towers, 4th Floor, P.O. Box 66773, Westlands, 00800 Nairobi, Kenya; and
- (d) The International Fund for Agricultural Development ("IFAD") a specialized agency of the United Nations and an international financial institution, established by an international treaty in 1977. IFAD's headquarters is located in Via Paolo di Dono, 44, 00142 Rome, Italy.

BMGF, McKinsey, AGRA and IFAD hereinafter (each a "Party"; together the "Parties").

PREAMBLE

WHEREAS BMGF is a private foundation based in Seattle, Washington, USA, and a grant-making organization committed to accelerating the development of lifesaving advances in health and development to reduce the burden of disease in developing countries and to ensure that all people, especially those in disadvantaged communities around the world, secure their right to live healthy and productive lives. Through its Agricultural Development strategy, the Foundation supports farmers and governments in sub-Saharan Africa and South Asia seeking a sustainable, inclusive agricultural transformation - one that creates economic opportunity, respects limits on natural resources, and gives everyone equal access to affordable, nutritious food. The Foundation invests in public- and private-sector efforts to develop more effective systems for delivering products and services to smallholder producers. To develop more effective systems that deliver products and services to smallholder producers, the Foundation

supports government endeavors to develop and implement detailed agricultural development strategies that include clear milestones for progress.

WHEREAS McKinsey is a global management consulting firm that provides business management consulting services to clients across multiple industries. McKinsey contributes to societal good through a range of efforts spanning its client service and knowledge work, including through social responsibility collaborations in which it strategically works with other organizations on select social initiatives.

WHEREAS AGRA is an African-led partnership working to bring together governments, private sector, civil society and farmers to develop stable, sustainable growth for Africa's smallholder farmers. Its vision is a food secure and prosperous Africa achieved through rapid, sustainable agricultural growth, improved productivity and livelihoods of smallholder farmers in Africa and its mission is to trigger a uniquely African green revolution that will transform African agriculture into a highly productive, efficient, competitive and sustainable system that assures food security and lifts millions out of poverty.

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 that the Parties jointly conceived and are founding members of the African Agricultural Transformation Initiative (AATI), an Initiative that is intended to build, and help to coordinate, effective and sustainable delivery mechanisms that can implement policies and programs to facilitate agricultural transformation and prioritize food systems transformation, inclusion and sustainability;

CONSIDERING that IFAD and BMGF entered into a Grant Agreement in October 2021, whose objective is to support the AATI ("Grant Agreement");

CONSIDERING that IFAD's Executive Board approved the establishment of the AATI multi-partner Trust Fund, with IFAD acting as Trustee. This Trust Fund shall be capable of seeking and accepting contributions and funding from IFAD non-Member States and other non-state actors, including multilateral organizations, philanthropic individuals and foundations, and any other interested entities. All resources received shall be used for the implementation of the AATI.

RECOGNISING their common efforts in the implementation of the AATI, the benefits of cooperation between them in supporting the AATI and the benefits deriving from clarifying their respective contribution to the initiative through a joint Memorandum, 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 interest in supporting the successful implementation of the AATI;

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 supporting the AATI.

SECTION 2

AREAS OF COOPERATION

- 2.1 In accordance with their respective mandates, policies and rules, the Parties will seek opportunities for collaboration in supporting the implementation of the AATI, which will draw upon their complementary capacities, resources and expertise, in a number of areas, including but not limited to:
 - 2.1.1 Support to the development of expressions of interest by countries
 - 2.1.2 Advisory support and access to technical expertise mobilized through the AATI
 - 2.1.3 Partnerships and outreach to facilitate the success of the AATI.

SECTION 3
CONTRIBUTIONS BY THE PARTIES

- 3.1 The specific contribution by each Party may vary depending on country context. The Parties hereby agree that they will provide the following contributions:

3.1.1 Roles of IFAD

- a. IFAD will host the Central AATI team and manage the dedicated multi-donor Trust Fund.
- b. As the Administrator of the Trust-Fund, IFAD will provide administrative, legal, financial and other support services.
- c. As a sector expert in agricultural development, IFAD will leverage this expertise to support strategy formulation, the delivery of flagship projects, and the adoption of M&E best practices on an as needed manner, subject to alignment with existing IFAD country programmes.
- d. Recruit the Executive Director of the Central AATI in accordance with IFADs policies and procedures.
- e. It will leverage its contacts to facilitate the reach of the AATI to countries where there is demand for its activities and where other partners may have less developed networks.

3.1.2 Roles of the Bill & Melinda Gates Foundation

- a. BMGF will contribute expertise gained from supporting previous successful delivery unit infrastructure initiatives (including the Ethiopian Agricultural Transformation Agency) and support in resource-mobilization efforts.
- b. Drawing on its understanding of the local landscape of ongoing initiatives, relevant players and available tools/methodologies, BMGF will support the AATI in working closely with relevant in-country partners and pursuing a complementary approach to avoid duplication or parallel efforts.
- c. In addition, the Foundation can help limit fragmentation by evaluating its portfolio of delivery investments in selected countries and ensuring the different grants' complementarity to deliver optimal delivery support to countries.
- d. BMGF may facilitate linking the national ATAs to the innovations and tools produced through its relevant, existing programs.
- e. Furthermore, BMGF will leverage its wide networks to further strengthen the AATI's stakeholder management and networking, including in the political

space, relevant business communities, but also by extending its reach of development partners.

- f. For the avoidance of doubt, nothing contained in this Memorandum shall be interpreted as a commitment of future funding by the Foundation.

3.1.3 Roles of McKinsey

- a. McKinsey will provide *pro bono* implementation support, drawing upon its experience in establishing delivery units (for example, in Morocco), building digital tools and performing diagnostics, forging private sector partnerships, building leadership capacity, and facilitating knowledge exchange.
- b. McKinsey will draw upon its strength as an efficient private sector organization with strong capacity and experience gained through its "McKinsey Center for Agricultural Transformation".
- c. In line with McKinsey's operating model, its contribution may take the form of dedicated "SWAT" team support for specific periods of time, or secondment of team members to national or central AATI teams.
- d. Depending on context, McKinsey may support the design of national delivery infrastructures, support relevant diagnostics for digital tools and solutions to support ATA flagships, support ATAs' outreach to private sector partners, or support the creation of government leadership development.
- e. McKinsey may also help coordinate and integrate knowledge sharing by helping to build a platform to distribute learnings and facilitate direct networking between AATI participants and other stakeholders.
- f. McKinsey's participation in this MOU (including the duration and nature of its support) is subject to internal annual review and approval.

3.1.4 Roles of Alliance for a Green Revolution in Africa

- a. Alliance for a Green Revolution in Africa will facilitate AATI implementation and resource mobilization by leveraging its strong relationships with governments, deep policy and political economics expertise, and ability to navigate complex political landscapes and processes.
- b. AGRA will play a key role in identifying and analysing potential countries and policies to support and in facilitating the integration of AATI into existing initiatives and leveraging previous lessons learned in the area of delivery units.

- c. Depending on context, AGRA may contribute human resources at the central AATI and/or country ATA country level, in different modalities depending on whether AGRA does or does not have a presence in a selected country.
- d. In countries where AGRA has a presence or extensive relationships, potential capabilities that it brings to the AATI include: trusted advisory support to governments to shape their visions and strategies, prioritize investments, and design and mobilize financing for flagship initiatives; tools and technical support to strengthen national capacity and leadership to drive implementation and results (e.g. through the CAPA programme); support to government on tools and models for cross sectoral coordination, including by strengthening instruments for donor working groups, agricultural working groups, and other multi-stakeholder platforms.
- e. AGRA will also continue to support governments to develop and/or improve their M&E performance management systems, use data and evidence to inform policy design, reform, and implementation and support leadership capacity building, and will work with countries to pick best practices and models and support mutual accountability systems.
- f. Finally, AGRA will continue to support governments to implement flagships in countries where it has a presence. In other countries, AGRA could contribute its existing relationships in country, its capacity strengthening, leadership and institutional support capabilities.

SECTION 4

GOVERNANCE ARRANGEMENTS

- 4.1. All Parties will contribute to the governance of the AATI by designating a senior official to participate along with any additional donor representatives or annually appointed external –experts in the AATI steering committee (the “Steering Committee”), which will act as a consensus-based decision-making body for the AATI. The remit of the Steering Committee will include annual strategic planning, country selection, budget, approval of large resource investments, and intellectual property management. IFAD’s rules and procedures will be followed in undertaking the operational and administrative aspects of the AATI. The Steering Committee will meet quarterly and be updated twice a year on overall progress on the AATI.
- 4.2 The Steering Committee will be chaired by an appointed delegate of the Parties. The position of the chairperson is purely administrative, with no stand-alone decision making power.

- 4.3. A Council of Advisors will be appointed in a manner to be determined by the Parties to support and guide the Steering Committee on strategic decisions.

**SECTION 5
CONSULTATION**

- 5.1. The Parties will keep each other informed and, whenever necessary, consult each other on matters of mutual interest related to the AATI, in the context of its implementation and governance structures.

**SECTION 6
EXCHANGE OF INFORMATION**

- 6.1. As it relates to the scope of this MOU, 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.
- 6.2. 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 7
USE OF NAME AND EMBLEM, FORM OF ACKNOWLEDGEMENT**

- 7.1. 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.
- 7.2. The Parties will first consult with each other concerning the manner and form of any publicity or acknowledgment of the other Party's support regarding any activities undertaken pursuant to this MOU.

SECTION 8
INTELLECTUAL PROPERTY

- 8.1. The Parties may 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.
- 8.2. The Parties acknowledge that all Funded Developments and associated intellectual property rights arising under this Project will be managed in a manner that ensures Global Access. "*Funded Developments*" means the products, services, processes, technologies, materials, software, data, other innovations, and intellectual property resulting from the Project (including modifications, improvements, and further developments to Background Technology). "*Global Access*" means: (a) the knowledge and information gained from the Project will be promptly and broadly disseminated; and (b) the Funded Developments will be made available and accessible at an affordable price to people most in need within developing countries.
- 8.3. Unless otherwise set forth in writing, each Party shall retain ownership of any and all products, services, processes, technologies, materials, software, data, or other innovations, and intellectual property created by the Party or a third party prior to or outside of the Project that is used as part of the Project ("Background Technology").
- 8.4. For the avoidance of doubt, no Party shall acquire any right or license to another Party's intellectual property, including any Background Technology, except as mutually agreed in writing.

SECTION 9
GENERAL PROVISIONS

- 9.1. 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 legally binding obligation or the incurrence of any liability on the part of any of them.
- 9.2. 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.

- 9.3. 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.
- 9.4. 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.
- 9.5. 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.
- 9.6. McKinsey's services shall not be deemed investment, legal, tax, accounting or other regulated advice. The Parties acknowledge that McKinsey does not supplant the other Parties management or other decision-making bodies and does not guarantee results. Each Party remains solely responsible for its decisions, actions, use of any deliverables and compliance with applicable rules, policies and procedures.

SECTION 10

COMMUNICATIONS AND COORDINATION

- 10.1. 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, the Foundation will be represented by Enock Chikava, Interim Director, Agricultural Development Program, McKinsey will be represented by Omid Kassiri, Partner and AGRA will be represented by Dr. Apollos Nwafor, Vice President, Policy and State Capability. Until further notice, IFAD designates as its Official for the above-mentioned purpose Donal Brown, Associate Vice-President, Programme Management Department.

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- 10.2. 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 BMGF:

Enock Chikava
Interim Director, Agricultural Development Program
Bill & Melinda Gates Foundation
P. O. Box 23350
Seattle, WA 98109
E-Mail: Enock.Chikava@gatesfoundation.org

For IFAD:

Donal Brown
Associate Vice-President, Programme Management Department
International Fund for Agricultural Development
Via Paolo di Dono, 44
00142 Rome
Italy
E-Mail: d.brown@ifad.org

For AGRA:

Alliance for Green Revolution in Africa,
West End Towers, 4th Floor,
Kanjata Road, Off Muthangari Drive, Off Waiyaki Way,
P.O. Box 66773,
Westlands 00800,
Nairobi, Kenya.
Attention: Dr. Apollos Nwafor
E-Mail: Anwafor@agra.org

For McKinsey:

McKinsey & Company, Inc. Kenya
2nd Floor, Mzima House, Mzima Springs Road
PO Box 66747-00800
Nairobi, Kenya
Attn: Omid Kassiri
Attn: General Counsel

SECTION 11**COUNTERPARTS AND ELECTRONIC SIGNATURE**

- 11.1 This MOU may be executed in counterparts all of which, when taken together, shall constitute one and the same agreement. The Parties may also sign and transmit to one another an electronic signature of this MOU as a PDF document via email transmission, which signature shall be binding on the Parties as contained therein.

SECTION 12**EFFECTIVENESS, DURATION, TERMINATION AND AMENDMENT**

- 12.1. This Memorandum shall become effective upon signature thereof by the Parties.
- 12.2. It will have a duration of three (3) years. Such period may be extended by mutual written consent of the Parties three (3) months prior to the expiration of the Memorandum.
- 12.3. The Memorandum may be terminated by either Party by giving at least ninety (90) days' advance written notice to the other Parties. 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.
- 12.4. 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 all Parties.

IN WITNESS WHEREOF, the Parties, each acting through its duly authorized representative have executed this Memorandum in the English language.

BILL & MELINDA GATES FOUNDATION



Name: Rodger Voorhies
Title: President, Global Growth and Opportunity

Date: 06/28/22

Place: Seattle WA

MCKINSEY & COMPANY, INC. KENYA



Name: Omid Kassiri
Title: Managing Partner

Date: 29/06/2022

Place: Nairobi, Kenya

ALLIANCE FOR A GREEN REVOLUTION IN AFRICA

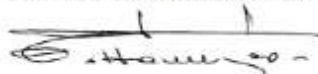


Name: Dr. Agnes Kalibata
Title: President

Date: 4th July 2022

Place: Nairobi, Kenya

INTERNATIONAL FUND FOR AGRICULTURAL DEVELOPMENT



Name: Gilbert F. Houngbo
Title: President

Date: 5th July 2022

Place: Rome, Italy