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

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FOR: INFORMATION

Useful references: Joint Cooperation Programme between the King Salman Humanitarian Aid and Relief Centre and IFAD (EB 2021/132/R.28)

Action: The Executive Board is invited to take note of the Joint Cooperation Programme between the King Salman Humanitarian Aid and Relief Centre and IFAD.

Technical questions:
Ronald Hartman
Director
Global Engagement, Partnership and Resource Mobilization
e-mail: r.hartman@ifad.org

International Fund for Agricultural Development – www.ifad.org
Joint Cooperation Programme between the King Salman Humanitarian Aid and Relief Centre and IFAD - Information note

1. At its 132nd session held in April 2021, the Executive Board authorized the President to negotiate and finalize a Joint Cooperation Programme between the King Salman Humanitarian Aid and Relief Centre (KSRelief) and IFAD. The aim of the agreement is to collaborate in the following areas:

   (i) Improving food security and combat malnutrition globally;
   (ii) Capacity-building;
   (iii) Sharing of experiences;
   (iv) Sharing knowledge and field experiences;
   (v) Cooperation in areas of common interest;
   (vi) Any other fields to be determined in future jointly by the Parties;
   (vii) Training and technical assistance/cross learning.

2. The Joint Cooperation Programme Agreement between IFAD and KSRelief was signed on 2 July 2021.
Signed Joint Cooperation Programme between the King Salman Humanitarian Aid and Relief Centre and IFAD

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EB 2022/137/INF.2

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

برنامج التعاون المشترك
Joint Co-operation Program (JCP)

King Salman Humanitarian Aid and Relief Centre
(KSRelief)

And

The International Fund for Agricultural Development
(IFAD)

المملكة العربية السعودية
(المكرم)

وي

الصندوق الدولي للتنمية الزراعية
(الصندوق)
Joint Co-operation Program (JCP)
in Riyadh City of Kingdom of Saudi Arabia
By and Between:
King Salman Humanitarian Aid and Relief Centre
Hereinafter referred to as the “KSRILIEF”
Present in this JCP by
Dr. Abdullah Bin Abdul Aziz Al Rabeeah
Supervisor General
And
The International Fund for Agricultural Development
Hereinafter referred to as the “IFAD”
Representative in this JCP by
Mr. Gilbert F. Houngbo
President
In recognition of the mutually beneficial nature of such a global strategic partnership, KSRILIEF and IFAD may each be individually referred to herein as a “Party,” or collectively as the “Parties.”

RECITALS:

WHEREAS, King Salman Humanitarian Aid and Relief Centre (KSRILIEF) 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 visions 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, KSRILIEF and IFAD have entered into this JCP:

1. Preamble, Appendix I and Annexure:
The preamble above shall form an integral part of this JCP.
2. PURPOSE:

1. The purpose of this JCP is to establish a mutually beneficial cooperation relation between ISREFF and IFAD and pave the way for both Parties to promote and establish a mutually beneficial partnership and outline the strategy (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 ISREFF and IFAD to take advantage of their respective natural synergies in their respective mandates. By collaborating at each stage of programs strategy, assessment, design, implementation, and evaluation, both ISREFF and IFAD will benefit from improved efficiency, quality and reach of their efforts.

3. The 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-based 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: The 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 will agree on.

2. The Parties will maintain an institutional relationship through regular dialogue between ISREFF 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; identify priorities for collaboration and review progress against any agreed milestones.

3. 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 of knowledge and field experiences;

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e) Cooperation in areas of common interest.

f) Any other fields to be determined later, jointly by the Parties.

4. Training and Technical Assistance/Cooperation: 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 and arrangements.

4. COSTS

Each Party shall bear its own costs and expenses of whatever nature incurred as a result of or relating to (i) the entering into of this JCP and (ii) 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, etc.

5. JCP DURATION

This JCP is valid for (12) months (the Term) with effect from the Effective Date set below, unless otherwise early terminated, and it is automatically renewed for a similar term, unless one of the Parties notifies the other Party of its intent not to renew the JCP subject to a notice (30) days prior written notice preceding the expiry date.

Before expiring, both Parties may agree to renew 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.

The Effective Date shall mean the most recent Signature Date as set out in the signature Page of this JCP.

6. TERMINATION

This JCP may be terminated by either Party for convenience without cause upon thirty (30) days' advance written notice to the other Party.

It is agreed that early terminations shall not affect other separate Commercial Agreements which are signed between Parties and subject to this Agreement, which each of them shall be effective till its expiry date as set by one, unless the Parties agree in writing otherwise.

7. INTELLECTUAL PROPERTY

All programs, courses, data, information and internet resources exchanged between the Parties in the course of performing this JCP remain the property of the Party who owns or creates these programs, courses, data, information and internet 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 the 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 ICP for any cause.

8. PRIVILEGES AND IMMUNITIES

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

9. DISPUTE RESOLUTION

1. All disputes, controversies or claims arising out of this ICP or in connection with it shall be settled through amicable consultation between the Parties.

2. This ICP and any dispute arising therefrom shall be governed by internationally accepted general principles of law and by the terms of this ICP to the exclusion of any choice of law rules that would derogate from the laws of any given jurisdiction.

10. COMPLIANCE WITH LAWS

1. Each Party warrants that it shall, at its own expenses and at all times comply with all laws, rules, regulations, decrees that are applicable to it at the time of this ICP 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 ICP, each party undertakes that it will not, and will not promote or encourage violations of or terrorism and will comply with all laws and regulations applicable to it that prohibit transactions with, and the provision of assistance to, individuals and entities associated with terrorism. It is the legal responsibility of the Parties to ensure compliance with all such applicable laws and regulations.
11. AMENDMENTS

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 amendments to this JCP shall not be binding on the parties unless reduced in writing and signed by all Parties affected by such amendments.

12. 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 of any Confidential Information 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 survive in force and receive the expiry, termination or cancellation for any reason of this JCP.

13. NOTICES AND COMUNICATIONS

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

<table>
<thead>
<tr>
<th>KSRELIEF Address:</th>
<th>HAD Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td>King Abdullah Road, Fiyadh 12371, 7066 - Kingdom of Saudi Arabia</td>
<td>IFAD, Via Paolo di Doria 44, Rome 00142, Italy</td>
</tr>
<tr>
<td>Phone: 966 930 008 554</td>
<td>Phone:</td>
</tr>
</tbody>
</table>

2. The final points for this partnership will be:

<table>
<thead>
<tr>
<th>For KSRELIEF Name:</th>
<th>Dr. Yahya Al Shammari</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td>Permanent International Relations Department Manager</td>
</tr>
<tr>
<td>E-Mail:</td>
<td><a href="mailto:y.shammari@ksrelief.org">y.shammari@ksrelief.org</a></td>
</tr>
<tr>
<td>Phone:</td>
<td>00966 555 56 682 8</td>
</tr>
</tbody>
</table>

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<thead>
<tr>
<th>For HAD Name:</th>
<th>Ronald Barman</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone:</td>
<td></td>
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</tbody>
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14. GENERAL CLAUSES

1. Nothing in this JCP shall affect the contractual relationship and administrative supervision of KSRELIEF’s operational partners, donors or constituent, overseas, nor the relationship between IFAD and its corresponding entities, including governmental and non-governmental organisations.

2. Execution of this JCP shall not constitute an obligation or implicative obligation or undertaking for either party to enter into any additional protocols, specific agreements or terms of reference.

3. 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.

4. The terms of this JCP shall not be construed to imply any grant or other transfer of rights.

5. 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.

6. 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 FAO (including but not limited to relevant decisions of the FAO governing body or the United Nations General Assembly) shall be invalid in that case irrevocable and render unenforceable such provision with regard to KSRELIEF or the FAO as the case may be.

7. 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 obtained the other Party’s prior written consent on such assignment or subcontracting.

FOLOWED BY SIGNATURES PAGE
For achieving 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.

**SIGNATURE**

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. Gilber F. Haungbo
President of IFAD

Date 03/07/2021

Signature

الموقع

مركز الملك سلمان للإغاثة والأعمال الإنسانية
الدكتور/ عبد الله بن عبد العزيز آل سعود
المشرف العام

الموقع

الصندوق الدولي للتنمية الزراعية

السيد/ جيلبر هونغو
رئيس الصندوق الدولي للتنمية الزراعية

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