

## **Executive Board**

140<sup>th</sup> Session Rome, 11-12 December 2023

## Memorandum of understanding between the Clinton Global Initiative of the Bill, Hillary, and Chelsea Clinton Foundation and IFAD - Information note

Document: EB 2023/140/R.28

Agenda: 12

Date: 30 November 2023

Distribution: Public Original: English

**FOR: INFORMATION** 

**Useful references**: Memorandum of understanding between the Clinton Global Initiative of the Bill, Hillary, and Chelsea Clinton Foundation, and IFAD (<u>EB 2023/139/R.10</u>)

**Action**: The Executive Board is invited to take note of the executed memorandum of understanding between the Clinton Global Initiative of the Bill, Hillary, and Chelsea Clinton Foundation, and IFAD.

## **Technical questions:**

**Ronald Hartman** 

Director

Global Engagement, Partnership and Resource Mobilization Divsion e-mail: r.hartman@ifad.org

# Memorandum of understanding between the Clinton Global Initiative of the Bill, Hillary, and Chelsea Clinton Foundation, and IFAD - Information note

- 1. At its 139<sup>th</sup> session held in September 2023, the Executive Board authorized the President to finalize and sign the memorandum of understanding (MoU) between IFAD and the Clinton Global Initiative (CGI) of the Bill, Hillary, and Chelsea Clinton Foundation. The aim of the agreement is to address the most pressing climate mitigation and adaptation challenges by catalysing and championing commitments to action and enabling accountability for such action, specifically around mutual CGI and IFAD priority areas: regenerative agriculture; food security; building climate resilience; and improving lives and livelihoods.
- 2. The MoU agreement between IFAD and the CGI was signed on 7 November 2023.

## Signed memorandum of understanding between the Clinton Global Initiative of the Bill, Hillary, and Chelsea Clinton Foundation, and IFAD

Memorandum of Understanding

between

INTERNATIONAL FUND FOR AGRICULTURAL DEVELOPMENT

and

BILL, HILLARY & CHELSEA CLINTON FOUNDATION CLINTON GLOBAL INITIATIVE

Dated February 16, 2023

This Memorandum of Understanding ("MOU") commencing on February 16, 2023 is between the Clinton Global Initiative of the Bill, Hillary & Chelsea Clinton Foundation ("CGI" or the "Foundation"); and the International Fund for Agricultural Development ("IFAD"), hereinafter separately referred to as a "Party" and jointly referred to as "the Parties".

WHEREAS CGI is an organization launched by US President Clinton in 2005 to bring together leaders from government, business, and civil society to address the world's most pressing challenges by turning good ideas into tangible action. CGI's overarching vision for the future is to create a thriving planet and people united by collaboration. To realize its vision, CGI's mission is to catalyze, amplify, and scale the efforts of a community of doers committed to tangible impact. CGI strives to engage its community in the journey from interest in priority areas (climate resilience, health equity, inclusive economic growth), to engagement with CGI via convenings (leading up to and at the September 2023 meeting), to tangible near-term action (via Commitments to Action) accelerated by collaboration.

WHEREAS IFAD is a specialized agency of the United Nations and an international financial institution duly established and existing under the Agreement Establishing IFAD, approved by the United Nations Conference on June 13, 1976 and entered into force on November 30, 1977. IFAD's mandate is to eradicate poverty and hunger by investing in poor rural people through financial and technical assistance to agriculture and rural development projects in developing member states. Since 1978, IFAD has provided US\$23.2 billion in grants and low-interest loans to projects that have reached an estimated 518 million people. By advocating for poor rural people and financing projects that transform rural areas, IFAD's work is critical to the achievement of the 2030 Agenda for Sustainable Development.

### THE PARTIES:

CONSIDERING that IFAD's mandate is to invest in rural people, empowering them to increase their food security and escape poverty by taking charge of their own development, expanding their businesses and livelihoods, and building their resilience;

CONSIDERING that CGI aims to catalyze, amplify, and scale the efforts of a community of doers committed to tangible impact;

CONSIDERING our respective mandates, we seek to build partnerships that are empowering, mutually reinforcing and flexible in advancing IFAD and CGI's aims;

Therefore, in furtherance of the aims set forth above, Foundation and IFAD enter into this Memorandum of Understanding.

## I. Purpose

Address the most pressing climate mitigation and adaptation challenges by catalyzing and championing commitments to action and enabling accountability for such action specifically around mutual CGI and IFAD priority areas: regenerative agriculture, food security; building climate resilience; improving lives and livelihoods.

#### II. CONSULTATION

2.1 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.

#### III. EXCHANGE OF INFORMATION

- 3.1 The Parties hereto will exchange relevant information and data on matters of common interest 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.
- 3.2 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 no documents or information exchanged between the Parties in the course of the implementation of this MOU will be disclosed to third parties by the Party receiving such documents or information without prior written consent of the other Party.

#### IV. USE OF NAME AND EMBLEM, FORM OF ACKNOWLEDGEMENT

- 4.1 Neither Party shall use the name or 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.
- 4.2 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.

#### V. INTELLECTUAL PROPERTY

The Parties will agree in writing on the ownership of any intellectual property rights that may arise in any work or product that may result from the collaborative activities undertaken under this Memorandum.

## VI. 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 either 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.

### VII. COMMUNICATIONS AND COORDINATION

Each Party will designate an official (hereinafter referred to as "Official") who will be responsible for conducting relations under this Memorandum on its behalf. 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 CGI: Katrina Owoh, CFO Clinton Foundation 1200 President Clinton Avenue Little Rock, AR 72201 (501) 374-4242 Notices@clintonfoundation.org

For IFAD:

Ron Hartman, Director for Global Engagement, Partnerships and Resource Mobilization
IFAD
Via Paolo di Dono, 44 00142. Rome, Italy
+393316847665
r.hartman@ifad.org

## VIII. EFFECTIVENESS, DURATION, TERMINATION AND AMENDMENT

- 9.1 This Memorandum shall become effective as of February  $16,\ 2023$ , have been approved by the IFAD Executive Board.
- 9.2 It will have a duration of five (5) 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, Foundation and IFAD, each acting through its duly authorized representative have executed this Memorandum in duplicate, in the English language as of the last date below written.

Bill, Hillary & Chelsea Clinton Foundation

Docusigned by:

Levin Thurm

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Kevin Thurm

Chief Executive Officer

Date Signed: 11/7/2023

International Fund For Agricultural Development

Alvaro Lario
President

Date Signed: 11/7/2023