
Memorandum of understanding between AKADEMIYA2063 and IFAD

Document: EB 2024/141/R.27

Agenda: 3(c)(iv)

Date: 5 April 2024

Distribution: Public

Original: English

FOR: APPROVAL

Action: The Executive Board is invited to approve the recommendation contained in paragraph 12 of this document.

Technical questions:

Bernard Hien
Regional Director
West and Central Africa Division
e-mail: b.hien@ifad.org

Sara Mbago-Bhunu
Regional Director
East and Southern Africa Division
e-mail: s.mbago-bhunu@ifad.org

Memorandum of understanding between AKADEMIYA2063 and IFAD

I. Background and purpose of the memorandum of understanding

1. IFAD is initiating a memorandum of understanding (MoU) to partner with AKADEMIYA2063, an international applied research organization established to cultivate cutting-edge technical capacities across Africa and support the efforts of African Union Member States in achieving the goals of the African Union's Agenda 2063.
2. The envisioned partnership leverages AKADEMIYA2063's knowledge and expertise to enhance IFAD's work and results in the African continent, for a sustainable transformation of Africa's agrifood systems.
3. IFAD's Strategic Framework 2016–2025 highlights the importance of partnerships in promoting synergies between IFAD's and partners' knowledge and expertise in order to create an enabling environment for rural people to move out of poverty. Among other goals, IFAD's Partnership Framework (2019) identifies partnerships that enable IFAD to optimize results and sets priorities for partnerships at all levels.
4. In accordance with the Partnership Framework, the Global Engagement, Partnership and Resource Mobilization Division is prioritizing increased and diversified partnerships to facilitate a more systematic and organized approach to delivering IFAD's mandate.
5. Additionally, IFAD's strategic directions for the Thirteenth Replenishment of IFAD's Resources (IFAD13) focus on strengthening partnerships for increased reach and impact, leveraging operations, developing tools and methods, and engaging in policy dialogue.

A. Background and activities of the partner

6. The main goal of AKADEMIYA2063 is to help meet the needs of African countries in terms of data, analytics and mutual learning for the effective implementation of Agenda 2063 and the realization of its outcomes by a critical mass of Member States.
7. AKADEMIYA2063 strives to meet its goal through programmes and projects organized under five strategic areas: policy innovation, knowledge systems, capacity creation, operational support, and data management, digital solutions and technology.

B. Objectives and nature of the partnership

8. The purpose of this MoU is to facilitate the collaboration between the parties so as to introduce evidence-based approaches and innovations to support the transformational country programme agenda.
9. Among the areas of collaboration, the two parties identified: (i) the development of analytical and decision-making tools; (ii) the strengthening of technical and institutional capacities for evidence-based policymaking, implementation, monitoring and evaluation; (iii) the organization of joint capacity-building and training programmes aimed at improving data and analytical capacities of local experts in Africa to produce timely, high-quality data and analytics; and (iv) a contribution to baseline surveys and impact assessments of IFAD-funded projects.

C. Benefits of signing the MoU

10. The signing of the MoU will establish a mutually beneficial framework for cooperation between the parties along the shared objective of transforming food systems in the African continent. It will also enhance the effectiveness of IFAD-funded projects through the strengthening of policies and institutions, in alignment with national priorities and strategies.

II. Alignment with IFAD strategies

11. The principles and objectives of the proposed partnership with AKADEMIYA2063 are fully aligned to those set forth in the IFAD Strategic Framework 2016–2025 and the Partnership Framework (2019).

III. Recommendation

12. 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 between IFAD and AKADEMIYA2063, along the lines described above.
13. The signed MoU will be submitted to the Board for information at a subsequent session.

Memorandum of understanding between AKADEMIYA2063 and IFAD

This memorandum of understanding (hereinafter referred to as "MoU") is entered into by and between **AKADEMIYA2063** of one part, and the **International Fund for Agricultural Development** ("IFAD") of the other part;

HEREINAFTER each separately referred to as "Party" and jointly referred to as "Parties" to this MoU:

WHEREAS AKADEMIYA2063 is an international research organization established in 2020 with headquarters in Kigali, Rwanda and a regional office in Dakar, Senegal. Its mission is to create, across Africa, state-of-the art technical capacities to support the efforts of African Union Member States to achieve the key goals of the African Union's Agenda 2063 of transforming national economies to boost economic growth and prosperity.

WHEREAS IFAD is a specialized agency of the United Nations and an international financial institution, established in 1977 by an international agreement (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 MoU:

RECOGNIZING that the main goal of AKADEMIYA2063 is to help meet Africa's needs at the continental, regional, and national levels in terms of data, analytics and mutual learning for the effective implementation of Agenda 2063 and the realization of its outcomes by a critical mass of countries. AKADEMIYA2063 strives to meet its goals through programmes and projects organized under five strategic areas – policy innovation, knowledge systems, capacity creation and deployment, operational support, and data management, digital products and technology – as well as innovative partnerships and outreach activities.

RECOGNIZING AKADEMIYA2063 is home to four major Africa-wide programmes: (1) the Regional Strategic Analysis and Knowledge Support System (ReSAKSS), (2) the African Growth and Development Policy (AGRODEP) Modeling Consortium, (3) the Malabo Montpellier Panel (MaMo Panel), and (4) the Africa Agriculture Watch (AAgWa) that support implementation of the Comprehensive Africa Agricultural Development Programme (CAADP). AKADEMIYA2063's core programmes and other activities aim at different ways to strengthen knowledge systems, promote evidence-based policymaking, and contribute to agricultural and economic development and ultimately to the achievement of the aspirations of Agenda 2063.

RECOGNIZING that IFAD's overarching development goal is to invest in rural people in developing countries, to enable them to overcome poverty and achieve food security through remunerative, sustainable and resilient livelihoods.

RECOGNIZING the benefits of cooperation between the Parties, as may be consistent with their respective policies and rules, for achieving their shared objectives.

DETERMINED to establish a strategic and operational cooperation to best serve their common objectives.

HAVE REACHED THE FOLLOWING UNDERSTANDING:**ARTICLE 1 – Purpose and Areas of Collaboration**

- 1.1 The purpose of this MoU is to provide a mutually beneficial framework for cooperation and to facilitate collaboration between the Parties in areas of common interest.
- 1.2 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:
 - a. Leveraging opportunities for joint research and analysis and the application of innovative methodologies and tools to promote the transformation of Africa's agrifood systems and rural communities, increase food security, improve nutrition and sustainably address the effects of climate change;
 - b. Strengthening technical and institutional capacities for evidence-based policymaking, implementation, monitoring and evaluation in support of Africa's food systems and agricultural transformation agendas such as the Comprehensive Africa Agricultural Development Programme (CAADP);
 - c. Conducting joint capacity-building and training programmes aimed at improving data and analytical capacities of local experts in Africa to produce timely, high-quality data and analytics, including strengthening capacities for survey design and data collection, analysis and use;
 - d. Contribute to impact assessments of IFAD-funded projects to improve project design and implementation and draw lessons learned and insights into the key drivers of agrifood systems and rural transformation;
 - e. Developing analytical and decision-making tools using data from IFAD-funded projects and other sources to guide policy and investment targeting, planning, implementation, monitoring and evaluation;
 - f. Organizing and participating in joint events, including conferences, symposia, seminars, side events, workshops, policy dialogues and learning events on strategic and emerging topics of mutual interest; and
 - g. Any other areas as may be agreed upon between the Parties.

ARTICLE 2 – Implementation

- 2.1 This MoU 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 incurrance of any liability on the part of any of them;
- 2.2 The Parties agree and understand that nothing in this MoU is intended to be legally binding. It is understood and agreed that nothing in this MoU: (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 MoU; (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 MoU;
- 2.3 Any activity that may be identified by the Parties under this MoU 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;

- 2.4 Joint activities may also include other partners as shall be agreed to by the Parties;
- 2.5 Each Party to this MoU will retain control over the use of its name, emblem and associations. Neither party shall use the name, emblem or trademarks of the other party, its subsidiaries, and/or affiliates, or any abbreviation thereof, in connection with its operations or otherwise without the express written approval of the other Party in each case;
- 2.6 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;
- 2.7 The Parties 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;
- 2.8 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; and
- 2.9 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.

ARTICLE 3 – Intellectual Property

- 3.1 The Parties accept that the results of any joint research will be jointly published in the public interest in a manner that promotes open access and maximizes impact;
- 3.2 The Parties agree and understand that intellectual property rights of materials made available by either Party to be used to carry out the activities under this MoU shall remain with the originating Party; and
- 3.3 The Parties agree and understand that intellectual property rights in materials jointly developed under this MoU shall remain with both Parties.

ARTICLE 4 – Confidentiality

- 4.1 It is acknowledged that each Party may possess confidential information, which is proprietary to it or to third parties collaborating with it. Any information provided by one Party (as the "Disclosing Party") to the other Party (as the "Receiving Party") in the context of this MoU shall be treated by the Receiving Party as confidential. In this connection, the Receiving Party shall take all reasonable measures to keep the information confidential and shall only use the information for the purpose for which it was provided. The Receiving Party shall ensure that any persons having access to the said information shall be made aware of and be bound by the obligations of the Receiving Party hereunder. However, there shall be no obligation of confidentiality or restriction on use where:
 - a. The information is publicly available, or becomes publicly available otherwise than by action of the Receiving Party; or
 - b. The information was already known to the Receiving Party (as evidenced by its written records) prior to its receipt; or
 - c. The information was received from a third party not in breach of an obligation of confidentiality owed to the Disclosing Party; and
 - d. The disclosure of information is required in accordance with applicable laws.

ARTICLE 5 – Cost-sharing and Financial Arrangements

5.1 Each Party will bear the costs and expenses relating to, or arising from, its participation in activities undertaken pursuant to this MoU.

ARTICLE 6 – No Liability

6.1 For avoidance of doubt, no action taken under this MoU will give rise to any monetary liability by one Party to another.

ARTICLE 7 – Amendment

7.1 The provisions of this MoU shall be subject to review and shall be amended by mutual agreement between the parties. No alteration, variation, addition, or amendment to this MoU shall be effective or of any force unless made in writing and executed by both Parties.

ARTICLE 8 – Privileges and Immunities

8.1 Nothing in this MoU, 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 any other international treaty or convention, or under international customary law; and

8.2 Nothing in this MoU will be interpreted or construed as a waiver or a modification of the privileges, immunities, and facilities enjoyed by AKADEMIYA2063 by virtue of its international agreements and applicable laws.

ARTICLE 9 – Assignment or Transfer to Third Parties

9.1 The responsibilities of the Parties under this MoU are not assignable or transferable. Any attempt to assign or transfer is void unless there is prior written approval of the Parties.

ARTICLE 10 – Entry into Force, Duration, and Termination

10.1 This MoU shall enter into force upon signature by the Parties authorized representatives, confirming the completion of all the internal legal procedures necessary for its entry into force. In IFAD's case, the internal legal procedures include the approval by its Executive Board;

10.2 This MoU will remain in effect for a period of five (5) years unless terminated in accordance with this Article; and

10.3 Either Party may terminate this MoU by giving a three months' advance notice to the other Party. Such termination will take effect as of the date specified in the termination notice, provided that the provisions contained herein will remain in effect to the extent necessary to permit an orderly settlement of all arrangements made with respect to ongoing cooperation activities.

ARTICLE 11 – Communication Focal Persons and Notices

11.1 Each Party will appoint one or more focal persons to guide and oversee the cooperation between them. Furthermore, the Parties agreed to hold regular consultations and review meetings on all matters arising from this MoU that may be necessary for the smooth implementation of their cooperation.

11.2 For the purpose of facilitating the implementation of this MoU, the focal persons to oversee cooperation and communication for the Parties will be:

For AKADEMIYA2063	For IFAD
<p>Name: Tsitsi Makombe Position: Director of External Relations E-mail: tmakombe@akademiya2063.org</p>	<p>Name: Bernard Hien Position: Regional Director, West and Central Africa Division E-mail: b.hien@ifad.org</p> <p>Name: Sara Mbago-Bhunu Position: Regional Director, East and Southern Africa Division E-mail: s.mbago-bhunu@ifad.org</p>

11.3 Either Party may, by notice in writing to the other Party, designate additional representatives or substitute other focal points for those designated in this Article; and

11.4 Any notice, request or other communication under this MoU will be in writing and will be deemed to have been duly given or made when it has been delivered by mail, cable, or e-mail, as the case may be, by either Party to the other at the address specified in the MoU or such other address as either Party may notify to the other Party.

ARTICLE 12 – Effect and Settlement of Disputes

12.1 This MoU is intended to provide an overall framework for the Parties to explore collaborative activities and does not bear any obligation or commitment enforceable by law;

12.2 The Parties accordingly undertake to exercise good faith in their efforts to resolve any dispute between them arising from or in connection with this MoU. Any disputes will be addressed amicably through consultations between the Parties; and

12.3 This MoU may be executed and delivered in counterparts, each of which shall be deemed an original. Copies of this MoU may be delivered by electronic means upon request of one Party and shall have the same validity and enforceability as the original.