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Memorandum of understanding between the European Institute of Innovation for Sustainability and IFAD – Information note

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Useful references: Memorandum of understanding between the European Institute of Innovation for Sustainability and the International Fund for Agricultural Development (<u>EB 2024/141/R.9</u>).

Action: The Executive Board is invited to take note of the memorandum of understanding executed between the European Institute of Innovation for Sustainability and IFAD.

Technical questions: Gladys Herminia Morales Guevara Senior Officer, Global Head of Innovation Innovation Unit e-mail: g.moralesguevara@ifad.org

Memorandum of understanding between the European Institute of Innovation for Sustainability and IFAD -Information note

- 1. At its 141st session, held in April 2024, the Executive Board authorized the President to finalize and sign the memorandum of understanding (MoU) between the International Fund for Agricultural Development (IFAD) and the European Institute of Innovation for Sustainability (EIIS). The aim of the agreement is to establish a collaborative framework between the EIIS and IFAD to enhance capacity-building, innovation and knowledge generation for sustainable rural development. This partnership focuses on fostering inter-organizational innovation capacity, skills development and private sector engagement, while increasing IFAD's visibility to attract investments in innovations that can enhance rural smallholders' agricultural resilience.
- The MoU agreement was signed on 8 May 2024 and announced during the opening session of the European Innovation for Sustainability Summit on 10 May 2024.

Signed memorandum of understanding between the European Institute of Innovation for Sustainability and IFAD

MEMORANDUM OF UNDERSTANDING

between the

INTERNATIONAL FUND FOR AGRICULTURAL DEVELOPMENT

and the

NEXT GENERATION INSTITUTE SRL (EUROPEAN INSTITUTE OF INNOVATION FOR SUSTAINABILITY)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter the "Memorandum") is entered into by and between the Next Generation Institute SRL European Institute of Innovation for Sustainability (EIIS) and the International Fund for Agricultural Development (IFAD), hereinafter separately referred to as a "Party" and jointly referred to as "the Parties".

WHEREAS EIIS is an academic company, designing innovative solutions for companies, academia and institutions to facilitate and foster innovation for sustainability.

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 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.

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 EIIS considers itself to be the go-to partner for organizations looking to expand their knowledge on innovation for sustainability;

CONSIDERING the common interest of the Parties in promoting, according to their respective mandates, agricultural development and food security in developing countries;

RECOGNIZING the benefits of cooperation between them, 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; and

RECOGNIZING and building on the foundation of the Letter of Intent between the Parties dated 12 December 2022;

HAVE REACHED THE FOLLOWING UNDERSTANDING:

I. PURPOSE

 The purpose of this Memorandum is to establish a mutually beneficial non-exclusive framework for cooperation between the Parties, with a view to facilitating collaboration in common areas of interest in which both Parties are active.

II. AREAS OF COOPERATION

 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) IFAD Staff lecturing at academic initiatives on themes related to innovation, sustainability and rural development.
- (b) Collaboration in activities that aim to foster and support organizational capacity building and/or skills development on innovation, rural development and sustainability. For example: innovation labs, workshops, trainings, tools and guidelines, innovative approaches and methodologies, internships and staff loans.
- (c) Sharing of good practices and knowledge on innovation-related areas through events, international fora, products and platforms.
- (d) EIIS will facilitate connections with entities and private sector companies that can contribute to the achievement of IFAD's mission and to scale up innovative solutions.
- (e) Contribute to enhanced visibility of IFAD's work. This partnership will facilitate opportunities for co-financing arrangements with the private sector, other donors and IFIs to raise IFAD's visibility and enhance the value it adds to the work of others.

III. CONSULTATION

3. 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.

IV. 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 Memorandum and information related to this Memorandum 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 Memorandum will not be disclosed to third parties by the Party receiving such documents or information without the prior written consent of the other Party.

V. 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 Memorandum.

VI. INTELLECTUAL PROPERTY

6. 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.

VII. 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 dispute arising out of, or in connection with, the interpretation or application of any provision of this Memorandum will be settled 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.

VIII. COMMUNICATION/CHANNELS OF COMMUNICATION

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, EIIS will be represented by Andrea Geremicca and Sveva Ciapparoni. Until further notice, IFAD designates Gladys H. Morales as its Official for the above-mentioned purpose.

8.2. For the implementation of this Memorandum, the Parties agree that any notice or other communication to be given or made 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 IFAD:

Gladys H. Morales Guevara Senior Officer, Global Head of Innovation E-mail: <u>g.moralesguevara@ifad.org</u> International Fund for Agricultural Development Via Paolo di Dono 44, 00142 Rome, Italy

For EIIS:

Andrea Geremicca Director General E-mail: <u>andrea@eiis.it</u>

Sveva Ciapparoni Project Manager E-mail: <u>sveva.ciapparoni@eiis.it</u> Palazzo Taverna Via Monte Giordano 36, 00186 Rome, Italy

IX. 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. The Memorandum shall not be time bound and shall be in existence for an unlimited duration.

9.3. Either Party may terminate the Memorandum 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.

9.5. This Memorandum supersedes the Letter of Intent signed between IFAD and EIIS on 12 December 2022.

IN WITNESS WHEREOF, the Parties, acting through their duly authorized representatives, have executed this Memorandum in duplicate in the English language.

NEXT GENERATION INSTITUTE SRL EUROPEAN INSTITUTE OF INNOVATION FOR SUSTAINABILITY INTERNATIONAL FUND FOR AGRICULTURAL DEVELOPMENT

Andrea Geremicca Director General

Date: 07/05/2024

Place: ROMA

Markois

Alvario Lario President

Date: 08/05/2024

Place: ROME

Marco Gèrémicca Legal Representative

Date: 07/05/2024

Place: ROMA