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Cooperation agreement between the Community of Portuguese-speaking Countries and IFAD

Executive Board — Ninety-second Session Rome, 11-13 December 2007

For: Information

#### **Note to Executive Board Directors**

This document is submitted for information of the Executive Board.

To make the best use of time available at Executive Board sessions, Directors are invited to contact the following focal point with any technical questions about this document before the session:

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## Cooperation agreement between the Community of Portuguese-speaking Countries and IFAD

- 1. At its eighty-ninth session, held in December 2006, the Executive Board authorized the President to negotiate and sign a cooperation agreement between the Community of Portuguese-speaking Countries and IFAD, and requested that the text of the agreement, as negotiated and signed, be submitted to it for information at a subsequent session.
- 2. The cooperation agreement was signed on 8 November 2007. Pursuant to the Board's request, a conformed copy is attached for information.

CONFORMED COPY

# COOPERATION AGREEMENT between the COMMUNITY OF PORTUGUESE-SPEAKING COUNTRIES (CPLP) and the INTERNATIONAL FUND FOR AGRICULTURAL DEVELOPMENT (IFAD) on Rural Development

The Community of Portuguese-Speaking Countries (CPLP)

and

The International Fund for Agricultural Development (IFAD) (hereinafter referred to as "Parties")

#### **WHEREAS**

CPLP is the International Organization that congregates Angola, Brazil, Cape Vert, Guinea-Bissau, Mozambique, Portugal, São Tomé and Principe and Timor-Leste (hereinafter referred to as the "CPLP countries"), with the general objectives of promoting political-diplomatic concertation, of stimulating cooperation to the promotion of the economic and social development of the peoples of the Community and of promoting and spreading the Portuguese language;

IFAD is a financial institution established for the purpose of mobilizing financial resources and making them available on favourable conditions to its developing Member States with a view to pursing sustainable agricultural development, fighting hunger, malnutrition and rural poverty in the most disadvantaged regions, and raising the standard of living of the poorest of the poor, principally by enhancing the food security of households and promoting income-generating activities, the socio-economic advancement of women and environmental conservation;

CPLP and IFAD desire to strengthen their mutual cooperation and in the CPLP countries;

CPLP and IFAD share common development objectives to alleviate rural poverty and hunger and unleash the capacities of poor rural people, particularly women;

Both parties welcome the strengthened cooperation which will further contribute to the achievement of IFAD's and CPLP's strategic objectives;

Both parties, hereto represented by the President of IFAD and by the Executive Secretary of CPLP,

AGREE as follows:

### ARTICLE I Objectives

- 1.1 The overall objective of this Cooperation Agreement shall be to strengthen collaboration between CPLP and IFAD in the following areas, with due regard to respecting the individual rules, regulations statutes and policies of each Party:
  - (i) Annual consultations
  - (ii) Participation in key conferences and meetings
  - (iii) Cooperation at country level
  - (iv) Sharing of documentation and knowledge
- 1.2 Within the framework of this Agreement, CPLP and IFAD will strengthen their partnership and effectively tap their own resource and the resources of their partners to rise to the challenge of rural poverty reduction, especially in CPLP Member States. The parties will cooperate to increase their impact at the country level to ensure stronger coordination and cooperation under national poverty reduction strategies.

## ARTICLE II Annual Consultations

2.1 The Parties undertake to hold annual consultations to discuss issues under this Agreement and to strengthen collaboration between themselves and among CPLP countries, focusing in particular on hunger eradication and poverty reduction.

## ARTICLE III Participation in Key Conferences and Meetings

3.1 The Parties undertake to participate, by invitation, and with observer status, at key conferences and meetings of mutual interest.

## ARTICLE IV Cooperation at CPLP Country Level

4.1 The Parties undertake to cooperate to review and develop opportunities for increased collaboration with regard to agricultural sector support programmes in CPLP countries and for joint activities – through exchanges of views and experiences in this regard at the annual consultations and through bilateral contacts at the technical level.

## ARTICLE V Sharing of Documentation and Knowledge

5.1 The parties undertake to share documentation and knowledge of mutual interest.

#### ARTICLE VI Associate Professional Officer Programme

6.1 The CPLP may eventually consider to participate in IFAD's enhanced Associate Professional Officer (APO) Programme by proposing qualified candidates from CPLP countries and, if possible, by making a voluntary contribution to the programme. The parties shall on an on-going basis exchange views on and experiences with the APO Programme.

#### ARTICLE VII Administrative and Financial Considerations

- 7.1 The Parties shall take, by mutual agreement, the appropriate lega1, administrative and financial measures for the planning, programming, financing, execution, monitoring, accounting and audit, of operations carried out under this Agreement.
- 7.2 CPLP and IFAD shall endeavour to mobilize additional funds to finance activities and services to implement the present Agreement and other initiatives as may be agreed by the Parties. Such funds shall be made available under terms and conditions that shall be defined in separate instruments between the Parties and the Party granting the additional financing.

## ARTICLE VIII Settlement of Disagreements

8.1. The Parties shall consult each other promptly to find a solution in the case of an event that prevent either of the Parties from fully executing any of the obligations established under the present Agreement. Any dispute between the parties is to be settled by amicable means.

#### ARTICLE IX Termination

9.1 The present Agreement is of indefinite duration. It may be terminated by either of the Parties upon written notification provided three months in advance.

### ARTICLE X Final Provisions

- 10.1 Nothing in the present Agreement shall be interpreted as impairing the programs and projects implemented bilaterally between the CPLP countries and IFAD.
- 10.2 Any pertinent matter not specifically addressed herein shall be settled in a manner acceptable to both Parties and, in this regard, each Party shall give constructive consideration to any proposal put forward by the other.
- 10.3 The present Agreement shall come into force on the date of its signature.
- 10.4 The present Agreement may be amended by consensus between the Parties. Any such amendment shall be made in writing and shall become effective after signature by both Parties.
- 10.5 All notifications or requests made pursuant to this Agreement shall be made in writing. All notifications or requests are deemed to have been duly addressed upon their delivery in person, by letter or by facsimile to the Party to which they are to be addressed, at the addresses specified below or at such other address as the said Party shall have specified in writing to the Party presenting such notification or request.

Community of Portuguese-Speaking Countries
 Rua de São Caetano, 32
 1200-828 – Lisbon

Tel: (351) 21 392 85 60 Fax: (351)21 392 85 88

• International Fund for Agricultural Development

Via del Serafico, 107 00142 – Rome

Tel: (39) 54 59 2541 Fax: (39) 54 59 3541

Done in Lisbon, on 8 November 2007, in two original versions, in Portuguese and English, being both versions equally valid.

For the International Fund for Agricultural Development For the Portuguese Speaking Countries

Signed by:	(Lennart Båge)	Signed by:	(Luís Fonseca)
3 _	President of IFAD		Ambassador
			Executive Secretary