

MEMORANDUM OF COOPERATION
BETWEEN
THE FOOD AND AGRICULTURE ORGANIZATION
OF THE UNITED NATIONS (FAO)
AND
THE SECRETARIAT OF THE CONVENTION ON BIOLOGICAL DIVERSITY

This Memorandum of Cooperation is entered into between the **Food and Agriculture Organization of the United Nations**, hereinafter referred to as "FAO", of the one part; and the **Secretariat of the Convention on Biological Diversity**, hereinafter referred to as "the CBD Secretariat" of the other part.

PREAMBLE

Whereas the constitutional mandate of FAO is to collect, analyse, interpret and disseminate information relating to nutrition, food and agriculture, to promote and, where appropriate, recommend national and international action with respect to various aspects of nutrition, food and agriculture, and to furnish such technical assistance as Governments may request;

Whereas the Convention on Biological Diversity is a binding international agreement, the objectives of which are the conservation of biological diversity, the sustainable use of its components and the fair and equitable sharing of the benefits arising out of the utilization of genetic resources, including by appropriate access to genetic resources and by appropriate transfer of relevant technologies, taking into account all rights over those resources and to technologies, and by appropriate funding;

Recognizing that FAO provides a framework within which a number of binding international legal agreements have been adopted in the field of nutrition, food and agriculture, including: the International Treaty on Plant Genetic Resources for Food and Agriculture and the International Plant Protection Convention, as well as a number of internationally agreed policy instruments and processes in all fields of food, agriculture, forestry and fisheries, including the Global Plan of Action for the Conservation and Sustainable Utilization of Plant Genetic Resources for Food and Agriculture, the Global Strategy for the Management of Farm Animal Genetic Resources, the Code of Conduct for Germplasm Collecting and Transfer and the Code of Conduct on Responsible Fisheries;

Recognizing that the CBD provides a framework for the adoption of protocols, which include the Cartagena Protocol on Biosafety, and for the adoption of a number of thematic work programmes addressing specific aspects of biological diversity, including, the programmes of work on forest biological diversity; inland water biological diversity; agricultural biological diversity; marine and coastal biological diversity; biodiversity of dry and sub-humid lands; island biodiversity; as well as on protected areas, technology transfer and incentive measures, and guidelines, guiding principles and other normative tools and guidance;

Recognizing that the FAO Commission on Genetic Resources for Food and Agriculture is the international forum where Governments specifically address all components of biological diversity of relevance to food and agriculture, including their conservation and sustainable use and the fair and equitable sharing of benefits derived from their utilization; negotiate and oversee the development of international agreements, undertakings, codes of conduct or instruments relating to genetic resources of relevance to food and agriculture; and facilitate and oversee cooperation between FAO and other international governmental and non-governmental bodies dealing with the conservation and sustainable use of genetic resources, in particular with the Conference of the Parties to the CBD;

Recognizing that FAO is the Task Manager of Agenda 21 Chapters 10, Integrated approach to planning and management of land resources; 11, Combating deforestation; 13, Managing fragile ecosystems; sustainable mountain development; 14, Sustainable agriculture and rural development; and that it plays a leadership role in other international agreements, initiatives and processes, such as the Collaborative Partnership on Forests;

Recognizing that the CBD is the key international instrument for the conservation and sustainable use of biological diversity and the fair and equitable sharing of benefits arising from the use of genetic resources;

Whereas as the Conference of FAO and the Conference of Parties of the CBD have recognized the importance of cooperation between FAO and the CBD, and have called for the development of mutually supportive activities;

Noting that **FAO and the CBD Secretariat** have successfully cooperated in a joint programme of work on agricultural biological diversity under the Memorandum of Cooperation agreed on 1 September 1997;

Aware of the need to provide an effective framework which takes into account the increasing volume and importance of the work of both FAO and the CBD on biological diversity, as it relates to their respective mandates, and the various aspects of the cooperation between FAO and the CBD, and desiring to ensure harmony and synergy in the work of the two secretariats, to better serve their respective Members;

Resolved to act in close cooperation, on matters of mutual interest, with a view to harmonizing their efforts towards greater effectiveness, as far as possible, having due regard to their respective objectives, mandates and functions, as described below;

Now therefore, FAO and the CBD Secretariat, hereinafter jointly referred to as the Parties, have decided to replace the above mentioned memorandum of cooperation and agreed as follows:

ARTICLE I

Purpose

The purpose of this revised Memorandum of Cooperation is to establish a framework for cooperation between FAO and the CBD in the area of biological diversity of relevance to food and agriculture, with a view to promoting synergy between the Parties, ensuring complementarity and mutual support in their work, and better serving the Members of FAO and the Contracting Parties to the CBD.

ARTICLE II

Representation

Each Party shall invite the other Party to participate, without the right to vote, in the deliberations of its governing bodies and of other bodies where matters of particular concern to the other Party are considered, and in which it has indicated that it has an interest. Representatives of the Party so invited shall be afforded full opportunity to present its views on matters within the scope of its activities and mandate.

ARTICLE III

Exchange of Information

1. The Parties shall regularly exchange information regarding their relevant activities and positions.
2. Each Party shall inform its Member States or Contracting Parties as the case may be of relevant activities of the other Party, or, as appropriate, provide an opportunity for the other Party to do so.
3. The Parties shall keep each other informed of their relevant activities and positions in other organizations and forums, and, as far as possible, coordinate their positions.
4. In this context, and subject to such arrangements as may be necessary to safeguard confidential matters, the Parties shall cooperate in the preparation of official documents, by making available drafts of the relevant documents, and providing technical advice and input, where appropriate and feasible.

ARTICLE IV

Cooperation

Cooperation under this Memorandum of Cooperation shall include:

1. Ensuring the regular exchange of information, as provided for in Article III, on relevant issues and activities between relevant bodies of the Parties, including relevant decisions of the Conference of the Parties to the CBD, of FAO governing bodies and its Commission on Genetic Resources for Food and Agriculture, and of the governing bodies of relevant international instruments within the framework of either Party.
2. The establishment of specific Memoranda of Cooperation covering specific areas of work or joint work programmes. Such Memoranda of Cooperation will be appended to the present Memorandum of Cooperation, for information.
3. Cooperation between the Parties at the secretariat level in the implementation of agreed joint activities and joint programmes of work, as provided for in Article V.
4. Cooperation, where appropriate and possible, between the Parties at the secretariat level in activities undertaken within their separate programmes of work, with a view to seeking harmony, synergy and coherence, and to reducing the reporting burden on Members of FAO and Contracting Parties of the CBD as the case may be.
5. Participation of the FAO secretariat in the CBD's Liaison Group on Agricultural Biological Diversity, and other relevant liaison groups.
6. To enhance cooperation, either Party may assign staff to the other Party, and make other relevant administrative arrangements. Any agreement to this effect will be annexed to this Memorandum. The current FAO arrangement is in Annex 1.

ARTICLE V

Joint activities and joint programmes of work

1. In order to promote cooperation within the context of this Memorandum of Cooperation, and in order to develop joint activities to address issues of mutual relevance, either of the Parties may propose joint activities or joint programmes of work aimed at specific objects of cooperation. Such joint activities or joint programmes of work shall specify the objectives, areas of work, planned outputs, timetable, responsibilities and financial obligations of the Parties, and specify any other sources of funds, as well as staffing responsibilities. In implementing such joint activities and joint programmes of work, the Parties may jointly agree on cooperation with other organizations and agencies, including funding agencies.

2. If agreed between the Parties, such joint activities and joint programmes of work will be dated and numbered serially, signed by both Parties, and regarded as annexes to this Memorandum of Understanding.

3. Such joint activities and joint programmes of work may be modified by the written mutual consent of the Parties.

4. Where necessary within the context of agreed joint activities or programmes of work, either Party may second staff to the other Party, and make other relevant administrative arrangements.

ARTICLE VI

Financial implications

1. Any minor and ordinary expenditure relating to the implementation of this Memorandum of Cooperation shall be borne by the respective Party.

2. If the cooperation proposed by one of the Parties to the other in accordance with this Memorandum of Understanding entails expenditure beyond minor and ordinary expenditures, the two Parties shall consult to determine the availability of the resources required, the most equitable way of meeting such expenditure and, if resources are not available, the most appropriate ways to obtain the necessary resources. If necessary and if agreed by the two Parties, they may jointly seek in kind and financial resources from other organizations and agencies, including funding agencies, for their joint activities and joint programmes of work.

ARTICLE VII

Implementation of this agreement

1. The Director-General of the FAO and the Executive Secretary of the CBD may make the arrangements necessary for ensuring satisfactory implementation of this Memorandum of Cooperation.

2. Both Parties will report, as appropriate, to their Governing Bodies and subsidiary bodies, on progress made in the implementation of this Memorandum and, where necessary, seek further guidance and endorsement regarding new areas of cooperation.

ARTICLE VIII

Focal Points

3. The Assistant Director-General, Sustainable Development Department and the Executive Secretary of the CBD shall be the focal points for the purposes of this Memorandum of Cooperation, in particular for official communications and the exchange of information. The Parties may, however, designate separate focal points in the case of joint activities and programmes of work, and in relation to specific legal and policy instruments.

ARTICLE IX

Agreements with other organizations

This Memorandum of Cooperation is without prejudice to agreements concluded by either Party with other organizations, or programmes within the United Nations System.

ARTICLE X

Modification of this Memorandum of Cooperation

This Memorandum of Cooperation may be modified by written mutual consent of the Parties.

ARTICLE XI

Termination

Either Party may terminate this Memorandum, subject to six months' written notice. Termination shall not affect obligations previously entered into specifically for the conduct of joint activities and joint programmes of work implemented under Article IV of this Memorandum.

ARTICLE XII

Entry into Force

1. This Memorandum of Cooperation, which replaces the Memorandum of Cooperation agreed by the Parties on 1 September 1997, shall enter into force upon signature by the Director-General of FAO and the Executive Secretary of the CBD.
2. This Memorandum of Cooperation replaces the Memorandum of Cooperation agreed by the Parties on 1 September 1997.

On behalf of the Food and Agriculture
Organization of the United Nations



Hosny El Lakany
Assistant Director-General
Officer-in-charge
Sustainable Development Department

Date: 13-5-05

On behalf of the Secretariat of the
Convention on Biological Diversity



Hamdallah Zedan
Executive Secretary

Date: 26/5/2005

POSTING OF AN FAO SENIOR LIAISON OFFICER TO THE HEADQUARTERS OF THE CBD

Background

From 1997 to 2003, the FAO has seconded an Agricultural Biological Diversity Officer to the CBD Headquarters, in order to strengthen the CBD Secretariat in the field of competence of the FAO in the initial phase of its activities, and facilitate cooperation between the Parties and the successful implementation of agreed joint activities. The work programme of the CBD has expanded greatly since FAO first seconded an Agricultural Biological Diversity Officer to the CBD Secretariat, and continues to expand, as has the range of agreed joint activities of the Parties. The purpose of Annex 1 to the Memorandum of Cooperation between the FAO and the CBD is to extend such cooperation between the Parties, initially for a further period of two years, and to amend the agreed Terms of Reference to support the effective implementation of the Memorandum of Cooperation between the Parties.

Objective of this agreement

The objective of the present agreement is to strengthen all areas of cooperation between the Parties, for their successful and effective implementation, of programmes of work of mutual interest to both Parties. The Senior Liaison Officer will promote cooperation between FAO and CBD on issues related to biodiversity for food and agriculture, and on areas of mutual interest to the two parties, will facilitate inputs from FAO into the programmes of work of the CBD, and otherwise contribute to relevant programmes of work.

Undertaking of the Parties

Arrangements other than those specified in this Annex shall be as per a loan of a staff member according the Inter-Organization Agreement Concerning Transfer, Secondment, or loan of Staff among the Organizations applying the United Nations Common System of Salaries and Allowances (CEB/2003/HLCM/CM/7). The Senior Liaison Officer shall be kept informed of communications between the Parties.

Undertaking of the FAO

The FAO will outpost a Senior Liaison Officer for Cooperation between the FAO and the CBD (P5) to the Headquarters of the CBD in Montreal, Canada, for a period of two years. The staff person will remain a staff member of FAO. FAO will bear the costs of salary, allowances and social security contributions, and installation and removal costs.

Undertaking of the CBD

The CBD shall bear the cost of office facilities, communications, relevant duty travel and any secretarial support.

Work modalities

The Senior Liaison Officer shall work under the direct supervision of the Executive Secretary, in the Division of Executive Direction and Management and will work closely with all relevant staff of the CBD Secretariat. The staff member shall provide regular reports on activities (on a quarterly basis) to the Assistant Director-General, Sustainable Development Department, FAO. The annual work plan of the Senior Liaison Officer shall be agreed by both Parties.

The present agreement is for a period, of two years, beginning during the second quarter of 2005.