

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS (FAO)

AND THE

EUROPEAN AGRICULTURAL MACHINERY INDUSTRY ASSOCIATION (CEMA)

Considering that the Food and Agriculture Organization of the United Nations (hereinafter referred to as "FAO") is a Specialized Agency of the United Nations system, established in 1945 to raise levels of nutrition and standards of living for all people in FAO member countries; to secure improvements in the efficiency of production and distribution of food and agricultural products and to contribute toward expanding world economy and ensure humanity's freedom from hunger.

Considering that FAO endeavours to establish closer collaboration with regional associations that represent the agricultural machinery industry with an aim of being able to provide better informed assistance to member countries.

Noting that CEMA (Comité Européen des groupements de constructeurs du machinisme agricole) is a regional association with the status of international non-for-profit organisation ("Association Internationale Sans But Lucratif" - AISBL -, according to Belgian law) established in 1959 by the producers of agricultural machinery in Europe so as to act as a common platform to support the manufacturers' joint interests.

Noting that CEMA shares FAO's views that sustainable and inclusive agricultural mechanization efforts are an important transformational component to help improve efficiency of agricultural production and remove the drudgery associated with agricultural labour, overcome time and labour bottlenecks to perform tasks within optimum time windows and can influence the environmental footprint of agriculture leading to sustainable outcomes.

Recognizing that CEMA is interested in cooperating in FAO's activities regarding the development and implementation of Sustainable Agricultural Mechanization Strategies (SAMS) in developing countries.

Recognizing that FAO and CEMA (hereinafter referred to as the Parties) wish to establish a mechanism that provides continuity to their cooperation within the context of FAO's effort to enhance collaboration with regional associations of agricultural machinery manufacturers.

The Parties agree to cooperate in the context of this Memorandum of Understanding (hereinafter referred to as "MoU"):

ARTICLE I

Purpose of this Memorandum of Understanding

The purpose of this MoU is to provide a framework for CEMA to support FAO's work to increase the welfare of farm households and create positive dynamics and opportunities for economic growth in rural areas through sustainable mechanization efforts.

ARTICLE II

Scope of cooperation

CEMA and FAO will collaborate through the following modalities:

- 1) Support efforts to foster increased dialogue and cooperation between all actors concerned, be they farmers, supporters, the agro-food industry, planners or policy-makers to understand and contribute to sustainable agricultural mechanization efforts across the entire farming system and with a value chain perspective;
- 2) Contribute to advocacy related to the area of work mentioned under Article II.1 of this MoU;
- 3) Providing pro bono assessment and advice on the role that sustainable agricultural mechanization can play with regards to increasing the efficiency of agricultural production and thus productivity, reducing post-harvest losses, increasing value added to agricultural raw materials, and maintaining the integrity and quality of farm products.

For all collaborative activities it is understood that these do not involve any exclusiveness and that collaboration between the Parties at any time will be open to involvement of similar associations from other parts of the world.

ARTICLE III

Type of activities

The activities to be implemented under this MoU include the following:

- 1) To contribute to dialogue aimed at facilitating the development of government policy regarding the encouragement of sustainable use of adapted agricultural machinery. This should result in specific development programmes and the provision of incentives for farmers and other value chain actors.
- 2) To engage in knowledge management and dissemination to facilitate that for agricultural mechanization efforts to succeed in developing countries, there is an urgent need for all concerned, be they farmers, supporters, the agro-food industry, planners or policy-makers, supply chain actors, to understand and contribute to agricultural mechanization efforts across the entire farming system and with a value chain perspective.
- 3) To engage in the development of technical programmes that facilitate the implementation of sustainable mechanization initiatives at field level in countries concerned. This engagement includes liaison with relevant bilateral and multilateral donors and including private sector machinery industries towards the ultimate objective to establish a long term programme for sustainable agricultural mechanization especially for the Africa region, drawing on the existing Centre for Sustainable Agricultural Mechanization (CSAM) that is in place for the Asia and the Pacific region.

ARTICLE IV

Modalities for implementation

Specific activities and joint initiatives, in particular any activity requiring the commitment of financial or other resources, will be reflected in specific agreements or in Annexes to this MoU that will outline each Parties' roles and responsibilities and that will constitute an integral part of the MoU. With reference to subparagraph 1 of article II, a separate contribution agreement will be developed

subsequently. With reference to subparagraph 2 of that article, it is agreed that joint advocacy campaigns will be cleared by both Parties on a case by case basis and will be open to participation of similar associations from other parts of the world.

Due attention will be given, on a case by case basis, on the necessity to ensure that such specific agreements may not generate an unfair competitive advantage to CEMA.

ARTICLE V

Financial implications

The present MoU implies no financial commitment by either Party. Activities to be implemented under this MoU are subject to the availability of staff and financial resources.

ARTICLE VI

Cooperation and management

In order to foster cooperation, the Parties will hold consultative meetings as and when required for the implementation of the activities specified in Article II.

ARTICLE VII

Use of logos and emblem

The Parties agree not to use in any press release, memo, report or other published disclosure related to this MoU any of the other Parties' name and logo without prior written consent of the Party concerned.

Additional communication material will be authorized only after specific approval by both Parties and after an ad hoc basis evaluation and clearance for each type of material.

ARTICLE VIII

Intellectual Property Rights

Intellectual property rights, in particular copyright of material such as statistical information, software and maps, made available by the Parties to be used to carry out the activities under this MoU shall remain with the originating Party.

Intellectual property rights over materials developed jointly by the Parties shall be addressed in specific agreements concluded under this MoU.

ARTICLE IX

Contact points

The following addresses are specified for all notices, requests, reports and other communications given or made under this MoU:

For CEMA:

Att.ne

Mr. Richard Marwell
President of CEMA
CEMA
Diamant Building
Bd. Auguste Reyers, 80
B - 1030 Brussels
Tel: +32 (0)2 706 81 73
Fax: +32 (0)2 706 82 10

For FAO:

Att.ne
Mr. Ren Wang
Assistant Director-General
Agriculture and Consumer Protection Department
Food and Agriculture Organization of the United Nations
Viale delle Terme di Caracalla
00153 Rome
Italy
Telephone: +390657055004

ARTICLE X

Confidentiality

Neither Party nor its personnel shall communicate to any other person or entity any confidential information made known to it by the other Party in the course of the implementation of activities under this MoU nor shall it use this information to private or company advantage, unless otherwise agreed in writing and with the exception that either Party may disclose such confidential information to its professional advisors or agents who need to receive and consider such confidential information for the purpose of this MoU. This provision shall survive the expiration or termination of this MoU.

ARTICLE XI

Privileges and immunities

Nothing in this MoU or in any document or arrangement relating thereto, shall be construed as constituting a waiver of privileges or immunities of FAO, nor as conferring any privileges or immunities of FAO to CEMA or its personnel.

ARTICLE XII

Governing law

This MoU and any document or arrangement relating thereto, shall be governed by general principles of law to the exclusion of any national system of law. General principles of law shall be deemed to include the UNIDROIT Principles of International Commercial Contracts 2010.

ARTICLE XIII

Dispute settlement

Any dispute between the Parties concerning the interpretation and the execution of this MoU, or any document or arrangement relating thereto, shall be settled amicably between the Parties, failing which, it shall, at the request of either Party, be submitted to one conciliator. Should the Parties fail to reach agreement on the name of a sole conciliator, each Party shall appoint one conciliator. The conciliation shall be carried out in accordance with the Conciliation Rules of the United Nations Commission on International Trade Law (UNCITRAL), as at present in force.

Any dispute between the Parties that is unresolved after conciliation shall, at the request of either Party be settled by arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL), as at present in force. The arbitral tribunal shall have no authority to award punitive damages.

The conciliation or the arbitration proceedings shall be conducted in English.

The Parties may request conciliation during the execution of the MoU and anyway not later than twelve months after the expiry or the termination of the MoU. The Parties may request arbitration not later than ninety days after the termination of the conciliation proceedings.

Any arbitration award rendered in accordance with the provisions of this Article shall be final and binding on the Parties.

ARTICLE XIV

Duration and entry into force

The present MoU will enter into force upon signature by both Parties. If the signing occurs on two different dates, this Agreement will take effect on the date of the second signature. This MoU shall remain in force for a period of 3 years following the signature by the Parties and be renewable for successive similar periods thereafter by written agreement of the Parties through Exchange of Letters, subject to satisfactory past implementation.

ARTICLE XV

Amendments

This MoU may be amended by written mutual consent of the Parties, in accordance with their respective rules and regulations. Such amendments shall enter into force one month following notifications of consent by both Parties. Each Party shall give sympathetic consideration to any amendment proposed by the other.

ARTICLE XVI

Termination

This MoU may be terminated by either Party upon three-month written notice of termination given to the other Party. In that event, the Parties will agree on measures required for the orderly conclusion of ongoing activities so as not to affect commitments entered into in good faith prior to termination in accordance with this Article.

ARTICLE XVII

Disclaimer

To avoid any consideration that the signature of this MOU will provide an unfair advantage to CEMA with respect to FAO's procurement procedures, both parties acknowledge that this Agreement will not give CEMA any preferred relationship with FAO with respect to procurement of its products nor give any right to CEMA to participate in FAO solicitations for procurement of products or services similar to those sold by CEMA.

IN WITNESS WHEREOF, the undersigned have executed this MoU as of the day, month and year written below in two original copies.

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

Ren Wang



Assistant Director-General
Agriculture and Consumer Protection
Department

2 Oct, 2015

Date

On behalf of CEMA,

Richard Markwell



President CEMA

2/10/2015

Date