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**UNITED NATIONS
(UNITED NATIONS DISASTER RELIEF
CO-ORDINATOR)
and
FOOD AND AGRICULTURE ORGANIZATION
OF THE UNITED NATIONS**

**Memorandum of Understanding regarding co-operation.
Signed at Geneva on 27 July 1976**

Authentic text: English.

Filed and recorded by the Secretariat on 27 July 1976.

**ORGANISATION DES NATIONS UNIES
(BUREAU DU COORDONNATEUR POUR
LES SECOURS EN CAS DE CATASTROPHE)
et
ORGANISATION DES NATIONS UNIES
POUR L'ALIMENTATION ET L'AGRICULTURE**

**Mémorandum d'accord relatif à la coopération. Signé à
Genève le 27 juillet 1976**

Texte authentique : anglais.

Classé et inscrit au répertoire par le Secrétariat le 27 juillet 1976.

MEMORANDUM OF UNDERSTANDING¹ BETWEEN THE DIRECTOR-GENERAL OF FAO AND THE UNITED NATIONS DISASTER RELIEF CO-ORDINATOR

WHEREAS the General Assembly of the United Nations, by Resolution 2816 (XXVI)² endorsed the Secretary-General's proposals for the establishment of an adequate permanent Office in the United Nations (hereinafter referred to as "UNDRO") to be the focal point in the United Nations system for disaster relief matters and which would be headed by a Disaster Relief Co-ordinator authorized, on the Secretary-General's behalf, *inter alia*, to mobilize, direct and co-ordinate the relief activities of the various organizations of the United Nations system in response to a request for disaster assistance from a stricken State, and also to co-ordinate such United Nations assistance with that made available by other sources of aid; and

WHEREAS the Food and Agriculture Organization of the United Nations (hereinafter referred to as "FAO") has responsibilities under its Constitution which include the provision of technical and other forms of assistance to States in matters relating to food and agriculture; and

WHEREAS since the establishment of UNDRO in 1972, FAO and UNDRO have collaborated closely and effectively, in matters of common concern; and

WHEREAS the strengthening of UNDRO and the establishment within FAO of an Office for Special Relief Operations (hereinafter referred to as "OSRO") make it desirable to define the responsibilities of FAO and UNDRO more clearly with respect to disaster relief, in order to make the most effective use of the services available in FAO and UNDRO for the benefit of stricken States;

THEREFORE the Director-General of FAO and the United Nations Disaster Relief Co-ordinator have agreed to the following arrangements:

1. *General responsibilities of UNDRO and FAO*

FAO recognizes the responsibility of UNDRO to co-ordinate disaster assistance to a stricken State and to mobilize funds for such assistance. UNDRO recognizes the operational responsibility of FAO for relief activities in the agricultural sector and of the World Food Programme (hereinafter referred to as "WFP") in co-operation with FAO in the food aid sector.

2. *Disaster relief activities with respect to which FAO and UNDRO will co-operate*

(i) FAO will co-operate with UNDRO in pre-disaster planning for the agricultural sector in countries that are prone to disasters such as flood, drought or crop pests;

(ii) FAO and UNDRO will co-operate with respect to disaster relief assistance rendered to a stricken State in connection with natural disasters and other disaster situations before relief operations are phased out and the stricken State moves into the stage of rehabilitation and reconstruction;

¹ Came into force on 27 July 1976 by signature, in accordance with paragraph 11.

² United Nations, *Official Records of the General Assembly, Twenty-sixth Session, Supplement No. 29 (A/8429)*, p. 85.

(iii) When a disaster situation gives rise to the need for short-term recovery measures in the agricultural sector, FAO, in consultation with UNDR0, may assume responsibility for mobilizing funds and implementing such measures;

(iv) Taking into account paragraph 1 (i) of General Assembly Resolution 2816 (XXVI), FAO will, from time to time, inform UNDR0 of its activities which, following disaster relief assistance provided by the United Nations system, relate to the longer-term rehabilitation and reconstruction of disaster-stricken areas.

3. *Requests for disaster relief assistance*

(i) When the Government of a disaster-stricken State makes a request to UNDR0 for disaster relief assistance, this request will be regarded as having been addressed to the United Nations system in general;

(ii) When requests for disaster relief assistance are made direct to UNDR0 and include potential assistance in the agricultural sector, UNDR0 will promptly inform FAO of the request and of the action it proposes to take or is aware of;

(iii) When requests for disaster relief assistance in the agricultural sector are made direct to FAO, FAO will promptly inform UNDR0 of the request and of the action it proposes to take or is aware of;

(iv) When disaster relief assistance is being considered or provided by FAO, UNDR0 will inform FAO of any contributions made to it, or known to have been made bilaterally to the disaster-stricken State by donors, which are liable to satisfy or modify the request made by the disaster-stricken State.

4. *Disaster relief assistance involving the supply of food*

In accordance with the *General Regulations of the World Food Programme*, and in particular paragraph 6 thereof, a portion of the resources of the Programme are reserved each year for use by the Director-General of FAO for emergency food needs. If, in a disaster situation, the Director-General of FAO is requested to mobilize foodstuffs outside the framework of WFP's activities, FAO will consult WFP and UNDR0, on a case-by-case basis, with a view to taking the most effective action.

5. *FAO action with respect to requests for disaster relief assistance addressed to UNDR0*

(i) Whenever possible, action taken by FAO in response to a request for disaster relief assistance made to UNDR0 will be based on an assessment of the disaster relief assistance requirements of the stricken State made by a United Nations Disaster Team, arranged by UNDR0, under the auspices of UNDP Resident Representatives, in which FAO has participated;

(ii) The action to be taken by FAO will be determined by FAO and will be subject to the resources available to it.

6. *Missions to disaster areas*

At its discretion, UNDR0 will send one or more representatives from its headquarters to disaster areas to make an on-the-spot assessment of the situation and to advise the Government of the disaster-stricken State. Whenever warranted and practicable, one or more representatives of FAO, either from its headquarters or serving in the field, will join these missions at short notice.

The need for such joint missions will be determined by UNDR0 and FAO on a case-by-case basis. If expertise not readily available on the staff of UNDR0 or FAO is necessary, UNDR0 and FAO will consult each other with a view to making arrangements for the provision of this expertise to the disaster-stricken State.

7. *Collaboration in the field*

FAO will instruct its Country Representatives or other appropriate field officers to participate in the standing United Nations Disaster Teams referred to above, and to collaborate so far as may be practicable in respect of other contingency measures.

8. *Inter-Agency communications*

FAO and UNDR0 recognize that the rapid exchange of information on matters of mutual interest is of paramount importance. To this end FAO and UNDR0 will in such cases keep each other fully informed of any action it is taking and will, in particular, send each other copies of relevant cables and other communications. FAO and UNDR0 will take the necessary measures to ensure that copies of cables and other communications reach the other as rapidly as possible. FAO will also forward to UNDR0 its reports issued from time to time on the Global Information and Early Warning System on Food and Agriculture.

9. *Financial arrangements*

(i) The direct costs and clearly identifiable administrative costs incurred by FAO, in providing disaster relief assistance at the request of UNDR0, will be covered from funds provided by UNDR0 and made available to FAO. Such assistance may take the form of the services of FAO staff or experts, including their travel and subsistence; the supply of goods and equipment including their shipment and insurance; and such other forms of assistance as circumstances may require.

(ii) When funds made available to UNDR0 or to FAO are transferred to the other party to carry out disaster relief assistance, no "overhead cost levy" will be charged by the other party. Interest on funds held by either party pending actual disbursement will be credited to the Trust Fund set up for the particular operation for which the funds are destined, in accordance with the Financial Regulations, Rules or practices of the party concerned.

(iii) At the conclusion of each disaster relief assistance operation FAO and UNDR0 will submit to the other party final accounts showing how the total funds made available to one agency by the other have been spent. Any unspent balances will be returned to the donating agency.

(iv) In addition to the accounts referred to in (iii) above, FAO and UNDR0 will, whenever practicable, submit to each other a report, to be submitted to donors, describing the action taken and results achieved by using funds originally contributed to the other agency.

10. *Review of collaboration*

The Director-General of FAO and the United Nations Disaster Relief Co-ordinator or their representatives will meet from time to time in order to review and evaluate the effectiveness of their collaboration in the provision of

disaster relief assistance, and to evolve any improvements as may prove desirable in the light of the experience gained.

11. *Entry into force, amendment and duration*

This Memorandum of Understanding will enter into force upon its signature by the Director-General of FAO and the United Nations Disaster Relief Co-ordinator, and may be amended by mutual agreement. It will remain in force until such time as it is terminated by mutual agreement or by one agency giving the other three months' written notice of termination.

[Signed]

EDOUARD SAOUMA

Director-General
Food and Agriculture Organization
of the United Nations

[Signed]

FARUK N. BERKOL

Under-Secretary-General
Disaster Relief Co-ordinator

Geneva, 27 July 1976.