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United States of America
and
Food and Agriculture Organization of the United Nations

Framework Agreement on increased cooperation between the United States Department of Agriculture and the Food and Agriculture Organization of the United Nations. Washington, 14 March 2007

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États-Unis d'Amérique
et
Organisation des Nations Unies pour l'alimentation et l'agriculture

Accord-cadre sur la coopération accrue entre le Département de l'agriculture des États-Unis et l'Organisation des Nations Unies pour l'alimentation et l'agriculture. Washington, 14 mars 2007

Entrée en vigueur : *14 mars 2007 par signature, conformément au paragraphe 12*

Texte authentique : *anglais*

Enregistrement auprès du Secrétariat des Nations Unies : *États-Unis d'Amérique, 4 mars 2014*

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[ENGLISH TEXT – TEXTE ANGLAIS]

FRAMEWORK AGREEMENT

ON INCREASED COOPERATION

BETWEEN

THE UNITED STATES DEPARTMENT OF AGRICULTURE

AND

THE FOOD AND AGRICULTURE ORGANIZATION

OF THE UNITED NATIONS

The United States Department of Agriculture ("USDA") and the Food and Agriculture Organization of the United Nations ("FAO") (collectively "the Parties"), desiring to further strengthen their cooperation to promote and support the development of a viable and sustainable global agricultural system and which are consistent with and supportive of FAO's mandate and medium-term strategy, hereby agree as follows:

1. **Objective and Purpose**

1.1 The overall objective of this Framework Agreement is to further USDA's goal of cooperating with international agricultural organizations in activities that promote and further develop the global agricultural system. USDA will provide funds and resources to support FAO projects that advance that goal, that advance FAO's work towards meeting the Millennium Development Goals (MDGs) in developing countries, and that contribute to the realization of FAO's programme of work/mid-term strategy as approved by FAO's Governing Bodies.

1.2 This Framework Agreement sets out the general terms concerning the transfer and administration of USDA's grants to FAO for the realization of the MDGs.

1.3 Activities under this Framework Agreement will be mutually agreed upon by the Parties and implemented through separate, specific Programme Agreements entered into by the Parties under this Framework Agreement. Funded activities may include supplementary programme activities approved by the Governing Bodies of FAO.

1.4 USDA may provide human resources to support FAO projects. Such human resource transfers will be set forth in separate, specific Programme Agreements that will include provisions for funding time-limited U.S. expertise in specific areas that are in demand by FAO and that promote increased learning by U.S. specialists.

2. Programming of Funds

2.1 In the selection and implementation of activities financed under this Framework Agreement, FAO will adhere to the relevant policy decisions and guidelines approved by its Governing Bodies and a common set of objectives and principles for the international development community which are contained in political declarations and plans of action from relevant UN summits, notably the Millennium Assembly, with particular emphasis on:

- contributing to poverty eradication through economic growth and permanent improvement of the economic and social conditions for the poorer part of the population in the developing countries through long-term, target-oriented and efficient support, which shall assist the involved countries' own mobilization of human and other resources;
- ensuring that the development assistance is based on a dialogue with the partner countries and is in accordance with their own priorities and development plans, in particular national poverty reduction strategies;
- contributing to capacity-building and institutional development in recipient countries;
- aiming at sustainable development; and
- ensuring that gender considerations are fully taken into account.

2.2 USDA's grants to FAO's work will be allocated to thematic priority areas and specific programmes as specified in Programme Agreements under this Framework Agreement.

2.3 USDA's grants to projects/programmes under FAO's administration will be allocated on the basis of project/programme documents/proposals submitted by FAO and approved for financing by USDA.

2.4 For USDA-funded activities, FAO will prepare annual work plans and annual strategic implementation plans as well as annual budgets. These documents are to be updated each year, or as indicated in the Programme Agreements.

2.5 Activities at country level will take place within the framework of national poverty reduction strategies or other comparable national policy or planning instruments and, whenever possible, be included in the national budget. Maximum efforts will be made to ensure effective coordination with other planned or ongoing activities in the same field, regardless of source of funding.

2.6 To maximize the development effectiveness of activities undertaken pursuant to this Framework Agreement, FAO will pursue collaboration with other relevant development collaborators and participate in the work of the Common Country Assessment (CCA) and United Nations Development Assistance Framework (UNDAF) and other relevant coordination mechanisms.

3. Financial Support

3.1 Subject to Article 12.4 of this Agreement, USDA will provide funds to FAO for activities to be specified in Programme Agreements.

3.2 FAO will use the USDA grant exclusively for the purpose of implementing the activities approved for financing by USDA as described in each Programme Agreement.

4. **Procurement**

4.1 In implementing the activities financed under this Framework Agreement, FAO will effect all procurement of goods and services in accordance with FAO's rules and regulations for procurement. FAO will include in the solicitations for equipment and services an assessment of potential sources of supply in the recipient and other relevant developing countries.

4.2 USDA will, upon request, assist FAO in the establishment of a suitable roster of United States' suppliers and consultants.

5. **Monitoring, Review and Evaluation**

5.1 FAO will monitor, review and evaluate activities carried out under this Framework Agreement as specified under each Programme Agreement.

6. **Reporting**

6.1 For USDA-funded activities under this Framework Agreement, FAO will provide USDA with reports on the implementation and completion of the projects/programmes/activities in relation to their goals and objectives and prepared in accordance with FAO's reporting procedures and according to a schedule specified in each Programme Agreement. The reports will provide detailed information as specified in each Programme Agreement.

7. **Financial Statements and Audit**

7.1 For USDA-funded activities under this Framework Agreement, FAO will submit annually certified financial statements showing expenditures for each project/programme regarding activities financed under this Framework Agreement as of the end of the preceding budgetary year or as specified in each Programme Agreement. It is understood that financial records, including documentation to support entries on accounting records and to substantiate charges against the contribution, will be maintained in accordance with FAO's usual accounting procedures, which must follow generally accepted accounting practices. All such financial records must be maintained for at least three years after the final disbursement of funds under each Programme Agreement.

7.2 All payments received by FAO under this Framework Agreement will be subject exclusively to the internal and external auditing procedures as provided for in the Financial Rules and Regulations of FAO. For USDA-funded activities under this Framework Agreement, separate accounts and records will be kept.

7.3 Should an audit report of the External Auditor of FAO to its Governing Bodies contain observations relevant to activities funded under this Framework Agreement, a copy of such a report, together with FAO's comments thereon, will be made available to USDA.

8. **Annual Consultations**

8.1 FAO and USDA will hold consultations on their cooperation under each Programme Agreement on a schedule to be determined by each Programme Agreement.

8.2 The Parties may agree to hold additional consultations dealing with USDA-funded activities.

8.3 FAO will chair the consultations, which will be held at a mutually accepted date and place. FAO will draft minutes of the meeting and submit these to USDA for approval.

9. **Notice or Communication**

9.1 Any notice under this Framework Agreement will be in writing and delivered in person or sent by registered mail or facsimile at the address of either USDA or FAO mentioned in paragraph 9.4 or 9.5.

9.2 Any communication, other than a notice will be in writing and delivered in person or sent by mail, registered mail, facsimile or e-mail at the address of either USDA or FAO mentioned in paragraph 9.4 or 9.5.

9.3 Any notice or communication is deemed to be received or effective on the day of delivery, if hand-delivered; three workdays following posting, if sent by mail; when acknowledgement of receipt is signed, if sent by registered mail; and one workday following transmission, if sent by facsimile or e-mail.

9.4 Any notice to USDA will be addressed to:

Michael W. Yost
Administrator
USDA Foreign Agricultural Service
1400 Independence Ave., S.W., Room 5071
Washington, DC 20250-1001
FAX: (202) 690-2159
E-mail: Michael.yost@fas.usda.gov

9.5 Any notice to FAO will be addressed to:

Tesfai Tecle
Assistant Director-General, Technical Cooperation Department
Food and Agriculture Organization of the United Nations
Viale delle Terme di Caracalla, 00100
Rome, Italy
FAX: (39) 0657056296
E-mail: Tesfai.Tecle@fao.org

9.6 The address of either USDA or FAO may be changed by giving notice.

10. **Intellectual Property Rights**

10.1 For work performed under the Agreement, FAO and the United States have the right to non-exclusively use, publish, translate, sell or distribute, privately or publicly, any item or part thereof.

11. **Liability**

11.1 Unless determined otherwise by USDA, FAO will be responsible for defending any claim made by a third party against any employee or consultant of USDA or its designee which arises as a result of these employees' or consultants' participation in any activities undertaken pursuant to this Framework Agreement. and its implementing Programme Agreements. FAO will assist these employees and consultants and maintain them free of any personal liability that result from any lawsuits or obligations that arise as a result of their participation in the implementation of such activities.

11.2 Notwithstanding Paragraph 11.1 above, FAO need not defend or assist USDA employees or consultants with respect to any claim or liability that arises as a result of gross negligence or fraud committed by such USDA employees or consultants in the implementation of programmed activities under this Framework Agreement and its implementing Programme Agreements.

12. **Final Provisions**

12.1 This Framework Agreement will enter into force upon signature by both Parties.

12.2 This Framework Agreement may be amended through an exchange of letters between the Parties, following appropriate consultations.

12.3 This Framework Agreement will remain effective unless terminated by mutual consent, or by one Party terminating the Agreement by giving three months' written notice to the other Party. Upon termination of this Framework Agreement, and unless the Parties agree otherwise, contractual obligations entered into between FAO and any third party prior to the receipt of the notice of termination of this Framework Agreement will not be affected by the termination.\

12.4 Any payment, either in cash or in kind, to be made to FAO under any Programme Agreement is subject to there being an appropriation by the Congress of the United States for the fiscal year in which the payment is to be made. If USDA's appropriation is changed by the United States Congress, USDA may reduce the grant or terminate the relevant Programme Agreement by giving notice to FAO.

12.5 Subject to USDA's prior approval, FAO can use any remaining balance in cash or uncommitted assets, including accrued interest, remaining upon termination or the completion of projects/programmes financed under this Framework Agreement for other relevant activities.

12.6 USDA may discontinue transfer of funds if FAO's commitments under this Framework Agreement or the implementing Programme Agreements are not met; if there are substantial deviations from accepted plans and budgets; or if doubt arises with regard to the proper use of funds under this Framework Agreement.

12.7 No offer, gift, consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has been or will be made to anyone, either directly or indirectly, as an inducement or reward for the award or execution of this Agreement or any subsequent Programme Agreement.

12.8 No member of the United States Congress will be admitted to any share or part of this Agreement or any subsequent Programme Agreement, or to any benefit arising thereof.

12.9 Any differences which may arise as to the interpretation, application or performance of this Framework Agreement or any Programme Agreement shall be governed by general principles of law, to the exclusion of any single national system of law, and will be settled by means of mutual consultations between USDA and FAO.

12.10 Nothing in this Agreement or in any document or arrangement relating thereto shall be construed as constituting a waiver of the privileges or immunities of FAO: Provided, however, that nothing in this Agreement or in any document or arrangement relating thereto shall be construed as obligating the United States to recognize any privileges or immunities of FAO that the United States does not already afford FAO under the International Organizations Immunities Act in fulfillment of its obligation under Article VIII of the FAO Constitution.

For the United States
Department of Agriculture

Mike Johanns
Secretary

MAR 14 2007

Date

For the Food and Agriculture
Organization of the United Nations

Jacques Diouf
Director-General

MAR 14 2007

Date