



MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE FOOD AND AGRICULTURE
ORGANIZATION OF THE UNITED NATIONS (FAO)**

AND

**COLLEGE OF AGRICULTURE AND NATURAL RESOURCES
OF THE UNIVERSITY OF TEHRAN (UTCAN)**

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Preamble

The Food and Agriculture Organization of the United Nations (hereinafter referred to as FAO), on the one hand, and the College of Agriculture and Natural Resources of the University of Tehran (hereinafter referred to as UTCAN), Islamic Republic of Iran, on the other hand (hereinafter jointly referred to as the Parties),

Recognizing the constitutional responsibility of FAO to provide a neutral forum where all nations can meet (i) to discuss and formulate policy on major food and agriculture issues; (ii) to collect, analyse, interpret and disseminate information relating to nutrition, food, agriculture, forestry and fisheries; and (iii) to assist developing countries in building and strengthening their capacity for research and technology development, assessment and transfer in agriculture, forestry, fisheries and natural resources management leading to improved sustainable production systems;

Recognizing that the mission of UTCAN is to be an internationally-leading teaching, extension and research institution, making essential contributions to the quality of life with pioneering research and innovative teaching programmes in the areas of agriculture, forestry, animal science, food technology, nutrition and health, among others;

Aware that the challenge to eradicate rural poverty and ensure food security for current and future generations requires human resources development, research and locally applicable innovations to boost agricultural production and productivity, so that farmers and smallholders can respond to growing demand by raising production through sustainable use of natural resources and in the context of climate change;

Convinced of the important role of scientific research and human resources development in generation, adaptation and transfer of knowledge and technologies to address the complex issue of food security within the framework of sustainable agricultural development;

Desiring to establish a strong and effective base for collaboration and ensure maximum harmony and synergy in the work of the two organizations towards their common goal of strengthening the human resource development and research capacity of the developing countries;

Agree to cooperate closely 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.

Article I

Exchange of information and policy dialogue

1. The Parties shall regularly exchange information and seek complementarity and coordination regarding their relevant activities and programmes.
2. A substantive dialogue between the Parties in relation to this Memorandum of Understanding (hereinafter referred to as MoU) will be developed through formal and informal contacts on issues of mutual interest. Annual meetings will be organized, alternately in Cairo and in Karaj, to review progress of work in priority areas of cooperation and to discuss policy, technical and operational issues related to furthering the collaboration.
Each party will cover its own travel expenses.
3. The focal points for the collaboration will be, on the one hand, the Assistant Director-General Regional Representative/RNE, and, on the other hand, the Deputy Head of the UTCAN for research affairs.
4. UTCAN and FAO may invite the other Party to participate in working groups, conferences and seminars, relevant to this MoU, in conformity with their respective applicable rules.

Article II

Areas of Cooperation

Cooperation under this MoU shall include, *inter alia*, and as appropriate, subject to the Parties rules and regulations, the following:

- development of joint activities to address issues of mutual interest, designed to foster and promote education, research and technology capacities in developing countries and facilitate building and consolidation of global partnership in the scientific community;
- promotion of synergies and elaboration of collaborative programmes in areas where the two Parties can best utilize their comparative advantages;
- fostering adaptation and adoption of appropriate technologies in support of intensification of agricultural production systems in developing countries;
- co-sponsoring and organization of seminars, workshops and expert consultations at global, regional or national levels, as needed;
- institutional strengthening and capacity building for research and technology for development and other matters of mutual interest to the two organizations Areas of collaboration are included but not limited to items under Annex I and relevant technical departments of both parties will take technical leadership role.

- exchange of scientific staff and assignment of young professionals/students (MA/M.Sc. or PH.D. level) in ongoing activities, as part of practical internships/specialized on-the-job training ;
- Conducting mutual efforts to strengthen and further develop tools and mechanisms aimed at assisting member countries in formulation and implementation of national and international policies.

Article III

Joint Programme of Work

1. A list of possible subjects for joint action in the context of this MoU is attached as **Annex I**. Although this list is not comprehensive and can be further developed, it is considered as an integral part of this MoU.
2. In order to promote cooperation within the context of this MoU and to develop joint programmes addressing issues of mutual relevance, both Parties may propose joint projects aimed at specific areas of cooperation. Such joint programmes of work shall specify the respective responsibilities and financial obligations of the Parties and they will specify any additional sources of funds, as well as respective staff responsibilities. For implementing such joint programmes of work, the Parties may agree on cooperation with other public or private organizations, including donors.
3. Where necessary, and within the context of agreed joint activities or programmes of work, either organization may second staff to the other organization, or propose other arrangements for cooperation , subject to the respective Parties rules and regulations.

Article IV

Financial Obligations

1. All activities to be developed under this MoU will be subject to the availability of funds, either from the Parties' own resources or from donors which will be defined case by case and through regular mechanisms. The Parties will engage in joint resource mobilization from traditional and non-traditional funding sources, including private sector (for which special rules and procedures apply in FAO), local authorities (municipalities, provinces, etc.) in accordance with relevant rules and procedures.
2. The Description and Budgets of actions to be jointly undertaken will be part of separate specific agreements, which will refer to this MoU and be signed by both Parties and other partners, including donors, if any, prior to the initiation of any activity.

Article V

Intellectual Property Rights

1. Intellectual property rights, in particular copyright, of material such as information, software and designs, made available by UTCAN and FAO to carry out the activities under this MoU shall remain with the originating party.
2. Copyright of the information, as well as rights to any other intellectual property, developed jointly by UTCAN and FAO shall be jointly vested in both parties. Each Party shall have full rights to exploit such jointly-owned works for non-commercial purposes.

Article VI

Implementation of this Memorandum

1. The fulfilment of the provisions of this MoU and all operational responsibilities set forth in this MoU shall be subject to the availability of funding as indicated in Article IV.
2. Nothing in this MoU or in any document 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 UTCAN or its personnel.
3. The present MoU shall be governed by general principles of law, to the exclusion of any single national system of law.
4. Any dispute between the Parties concerning the interpretation and the execution of this MoU, or any document or arrangement relating thereto, shall be settled by negotiation between the Parties. If the dispute is not settled by negotiation between the Parties, 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, 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, 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 VII

Modifications

This MoU may be modified by the mutual written 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.

Article VIII

Duration

This MoU shall remain in force for a period of four years and be renewable thereafter, starting on the day of signature by the duly authorized representatives of the Parties.

Article IX

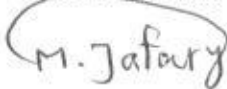
Termination

This MoU may be terminated by either Party upon six-month written notice given to the other Party. In this event, the Parties will agree on measures required for the orderly conclusion of on-going activities.

Signed:

On behalf of College
of Agriculture and Natural Resources
of the University of Tehran (UTCAN)

Prof. Mohammad Jafari
Head of UTCAN



Tehran, 7 October 2013

Signed:

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



Abdessalam OuldAhmed
Assistant Director-General
Regional Representative, RNE

Tehran, 7 October 2013

Annex 1

Provisional list of subjects for collaboration

a) Sustainable intensification of crop production

Through its teaching, research and extension programmes in crop science, soil science, plant protection, forestry, food technology, agricultural economic and supporting sciences in general, UTCAN will collaborate with the Food and Agricultural Organization of the United Nations (FAO) in the development of normative products and in support of field project design and implementation in the areas of increasing agricultural productivity, enhancement of sustainable crop protection through integrated pest management, development of greenhouse and nursery technologies, management of biodiversity and ecosystem services and strengthening of livelihoods, with particular attention to strengthening capacities in good agricultural practices, seed improvement, post-harvest and agroprocessing technologies, food safety systems, markets and credits.

b) Increase sustainable livestock production

Through its teaching, research and extension programmes in animal science, veterinary medicine, food technology, agricultural economics and supporting sciences in general, UTCAN will collaborate with FAO in activities related to livestock production, animal nutrition, animal welfare, husbandry, breeding and genetic improvement, as well as in the prevention and control of animal diseases and on livestock policy and management issues. It will also collaborate in the areas of dairy and meat processing.

c) Improved quality and safety of food at all stages of the food chain

UTCAN will mobilize human resources from its programmes on food technology and human nutrition to collaborate with FAO in activities that aim at the improvement of quality and safety of food at all stages of the food chain. It will collaborate in supporting FAO member countries in the development of food safety standards as well as in strengthening of local capacities to develop and enforce compliance and promote adherence to good practices in food safety and quality.

d) Sustainable management of forests and trees

UTCAN's programmes on forestry and natural resources management will be called upon to collaborate with FAO in promoting the sustainable management of forests and trees. This will entail activities such as the provision of technical assistance and capacity building in forest policy formulation, forest management, silviculture, environmental policies including impact assessments and forest product technologies.

e) Sustainable management of water resources

Primarily through its programmes in agricultural engineering, soil sciences and crop sciences, UTCAN will collaborate with FAO towards the promotion of the sustainable use of water resources, with particular attention to the promotion of efficient irrigation practices, improved watershed management and improved water usage policies.

f) Facilitation of fellowships for (future) policy and decision-makers from developing countries

In response to the growing demand for higher level education of good quality in developing countries, in order to ensure adequate management and staffing of key public and private sector institutions involved in the development process towards the achievement of the Millennium Development Goals, UTCAN and FAO could collaborate (with other partners, including donors) in:

- upgrading of curricula and training capacities of universities and other training institutions in developing countries;
- facilitation of fellowships for studies at UTCAN, financed from Trust Funds managed by FAO (projects) or from funds that might be available for that purpose at UTCAN;
- facilitation of specialized on-the-job training through internships of one year duration (on average) in an FAO context (headquarters or field), for young professionals, in particular students and fellows from Iran and other developing countries, who are fully sponsored either by UTCAN-managed resources, by trust funds managed by FAO (projects) or by other sponsoring organizations/institutions.