



Promotion and Market Development Committee
9th meeting
4 March 2015
London, United Kingdom

**Draft Memorandum of Understanding
between the ICO and Oxfam**

Background

1. This document, which was received by the ICO on 27 February 2015, contains a draft Memorandum of Understanding between the ICO and Oxfam International for the promotion of the first International Coffee Day to be held on 1 October 2015.
2. During the meeting of the Promotion and Market Development Committee (PMDC) on 24 September 2014 Oxfam made a presentation proposing that Oxfam be chosen as a designated charity for the first International Coffee Day to be held on 1 October 2015 ([PM-37/14](#)). At the same time the IWCA also expressed interest in participating. The ICO remains committed to involving the IWCA.
3. A Working Group composed of Bolivia, Brazil, India, Papua New Guinea and Uganda as exporting Members and Switzerland and the USA as importing Members, was established. The Secretariat prepared an evaluation of Oxfam's proposal which the Working Group then used as a basis for its comments. The general consensus was that the ICO should go ahead with the Oxfam proposal as the benefits to the ICO outweigh any potential risks, with the clear condition that other organizations could also join the International Coffee Day celebrations, in particular with regards to national initiatives. It was noted that, for future reference when dealing with other partners, the ICO needs to set up a transparent tendering process.

Action

The Council is invited to consider the following Memorandum of Understanding and if appropriate approve it.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is between:

the International Coffee Organization (ICO) hereinafter collectively referred to as 'ICO'

and

the Stitching Oxfam International, hereinafter referred to as 'Oxfam'

Background

ICO is the main intergovernmental organization for coffee, bringing together exporting and importing Governments to tackle the challenges facing the world coffee sector through international cooperation. Its Member Governments represent 94% of world coffee production and over 75% of world consumption. The ICO was set up in London in 1963 under the auspices of the United Nations because of the great economic importance of coffee. It administers the International Coffee Agreement (ICA), an important instrument for development cooperation.

The ICO's mission is to strengthen the global coffee sector and promote its sustainable expansion in a market-based environment for the betterment of all participants in the coffee sector. It makes a practical contribution to the development of a sustainable world coffee sector and to reducing poverty in developing countries by: enabling governments and the private sector to exchange views on coffee matters, market conditions and trends, and coordinate policies at high-level meetings developing and seeking finance for projects that benefit the world coffee economy promoting coffee quality through a *Coffee Quality-Improvement Programme* promoting market transparency by providing a wide range of statistics on the world coffee sector developing coffee consumption and markets for coffee through innovative market development activities encouraging the development of strategies to enhance the capacity of local communities and small-scale farmers promoting training and information programmes to assist the transfer of technology relevant to coffee facilitating information on financial tools and services to assist producers providing objective and comprehensive economic, technical and scientific information on the world coffee sector.

Oxfam was formed in 1995 and it is an International Confederation of 17 organizations and 2 observer members¹ networked together in more than 90 countries as part of a global movement for change, to build a future free from the injustice of poverty. Each organisation forming Oxfam is an Oxfam Affiliate, hereinafter “Oxfam Affiliate” and shares common principles and values of Oxfam. It also contributes to the definition and the implementation of the overall Oxfam strategy.

Oxfam works directly with communities and seeks to influence the powerful to ensure that poor people can improve their lives and livelihoods and have a say in decisions that affect them. Oxfam works with thousands of local partner organisations through programmes in the following areas: a) long term initiatives to eradicate poverty and combat injustice; b) immediate life-saving assistance to people affected by natural disasters or conflict, and help their resilience for future disasters; c) campaigning, raising public awareness of the causes of poverty and encouraging ordinary people to take action for a fairer world; d) advocacy, pressing decision-makers to change policies and practices that reinforce poverty and injustice; e) policy research, speaking with authority based on analysis of real experience of partners in developing countries.

Oxfam has great expertise in projects in rural areas and in particular in projects related to the production of commodities, including coffee. It is one of leading civil society organizations that contributes to global agreements, such as the International Coffee Agreement. Moreover, Oxfam has a long experience in marketing coffee through our fair trade initiative.

Coffee is one of the world’s most widely traded commodities, and it is produced in over 60 countries. It provides a livelihood for over 125 million people around the world and is particularly important for smallholder farmers who produce most of the world’s coffee. Among consumers, coffee is a universally popular drink, with over 600 billion cups consumed each year.

Oxfam is known for its history of working with coffee companies and producers. Coffee provides an economic livelihood to 25m farmers and Oxfam has delivered real impact through the fair trade movement, the Make Trade Fair campaign and via projects affecting individual coffee producers like Berhanu and Aster.

¹ *Oxfam America, Oxfam Australia, Oxfam-in-Belgium, Oxfam Canada, Oxfam France, Oxfam Germany, Oxfam Great Britain, Oxfam Hong Kong, Oxfam Intermon (Spain), Oxfam India, Oxfam Ireland, Oxfam Italy, Oxfam Japan, Oxfam Mexico, Oxfam New Zealand, Oxfam Novib (Netherlands), Oxfam Québec. Oxfam South Africa and Ibis (Denmark) are observer organisations. A future new observer Oxfam Affiliate in the lifetime of this agreement might be Oxfam Brazil.*

ICO's International Coffee Council in March 2014 agreed to hold an official International Coffee Day (ICD) each year on the 1st of October. The first ICD will take place on 1 October 2015, at the time of the International Coffee Council Session and of the Global Coffee Forum which will take place in the context of EXPO 2015, in Milan. On that day, coffee will be promoted and valorised worldwide, taking into consideration a wide set of characteristics such as sustainability, health benefits and culture.

In addition to sharing an international dimension, both ICO and Oxfam have a goal of developing a sustainable coffee sector in economic, social and environmental terms. Given the above, and considering its wide international presence, Oxfam and ICO – through the initiative of ICO's Promotion and Market Development Committee – promoted this collaboration on ICD, with Oxfam as international charity partner of this event.

ARTICLE 1

Purpose

The objective for the partnership is to promote worldwide the International Coffee Day to millions of people around the concept of coffee sustainability – benefitting smallholder farmers and the environment.

To achieve this, Oxfam will promote in collaboration with ICO a range of public engagement activities as per Article 2, promoting the role of coffee production and consumption for poverty reduction.

ARTICLE 2

Partnership Activities

The present MoU integrates several activities with the goal of building participation to the first International Coffee Day promoted by ICO. These activities are grouped as follows:

- Activity A - International Public Engagement and Virtual Fundraising
- Activity B - In country Public Engagement and Fundraising
- Activity C – Public Engagement Initiatives in the Expo Site

All activities will be focused on the concept of a "*Caffè sospeso against poverty*", an Italian tradition of paying for a second cup of coffee to be given to a person in need. Oxfam's

fundraising proposition for International Coffee Day is '*A Caffè Sospeso Against Poverty*' where on International Coffee Day people around the world will take an act of solidarity by donating the value of an additional cup of coffee to Oxfam's work around the world.

Promotion will take place on the run up to and including the date of 1st Oct 2015 for International Coffee Day.

This initiative will be launched at EXPO2015, with the idea of becoming an annual event.

For all activities, both Oxfam and ICO will have the right to approve or decline additional partnerships with other parties than ICO and Oxfam.

For all activities, where we refer to Oxfam, it means that these activities will be done by one or more individual Oxfam affiliates.

The following are types of activities that Oxfam and ICO will promote on the occasion of the ICD.

Activity A – International Public Engagement and Virtual Fundraising

Oxfam will promote the International Coffee Day through a specially adapted version of its Digital Win platform (<https://act.oxfam.org/international>) where supporters can take an action or make a donation online. This platform will be specially branded for the International Coffee Day initiative and feature compelling content.

Oxfam will promote the International Virtual Fundraising initiative through different channels, including social media and other digital presences.

Promotion will be done by Oxfam and ICO through the following channels:

- Oxfam promotion including communications to supporters and audiences and in the media
- ICO promotion including communications to supporters and audiences and in the media
- Potential paid promotion by Oxfam in the run up to, and on, International Coffee Day.

The International Public Engagement and Virtual Fundraising activity through the Oxfam virtual platform will run as an exclusive partnership between Oxfam and ICO. It will be Oxfam branded in terms of visual identity and with the Oxfam logo as the main logo, where the ICO logo will always be included and other partners can participate in as supporters of Oxfam's campaign with their logo appropriately integrated.

The Oxfam virtual platform will be linked to internet and mobile payment systems that will enable donations.

ICO will actively approach their network to seek partnerships to support the Fundraising activity.

Activity B – In-country – Public Engagement and Fundraising Activities

In addition to the International Virtual Fundraising initiative, Oxfam and Oxfam Affiliates will promote national fundraising partnerships such as:

- In store fundraising such as cash collection boxes and literature inside coffee outlets
- On pack promotion featuring the concept of *a caffè sospeso against poverty*
- Community Fundraising events such as coffee mornings to raise funds for Oxfam

Promotion of the above initiatives will be done by Oxfam and Oxfam Affiliates with ICO support where possible. Promotion might involve Oxfam's celebrity ambassadors where agreed.

In-country activities will be regulated through specific agreements among the interested Oxfam Affiliates and other selected partners, using this MoU as a reference framework.

Activity C – Expo Site Events

In the EXPO2015 a series of activities will take place in close collaboration with the Coffee Cluster in the exhibition area:

- Promotion of ICD Caffè Sospeso – where agreed including fundraising initiatives - with EXPO2015 to EXPO's 20million visitors
- Events in the exhibition area, before and on October 1st
- Participation of Oxfam in the Global Coffee Forum, particularly focussed on how to raise standards in the supply chain.

ARTICLE 3

Roles and Responsibilities of the Partners

Oxfam will promote Art, 2 Activities A and B.

Oxfam Italy, the Italian affiliate of Oxfam, is the lead agency within the Oxfam Confederation to coordinate the relationship with Expo spa and events of Art. 2 Activity C that will take place in the exhibition site, by virtue of the Participation Agreement signed with Expo spa.

ICO, in its role as promoter of the ICD, will enable all channels to promote and spread the event. It should also support the Oxfam's International fundraising campaign and support all the initiatives that Oxfam will implement.

ARTICLE 4

Responsibilities and Ways of Working

Oxfam will:

- Promote ICD through its communication channels
- Take all necessary measures for the design, creation and implementation of the International Fundraising Campaign
- Involve Oxfam Affiliates in the activities and events of the ICD and also in ICO's communication activities
- Allocate the proceeds to its vital work against poverty around the world and highlight examples of its work in coffee growing communities in caffè sospeso communications

ICO staff contributions to the planning and execution of International Coffee Day can include:

- Collaborating with Oxfam in the design process of the marketing campaign including branding, design and press
- Promotion of the upcoming ICD via the ICO/SCAE Coffee Education Events being held in London in March, May, July, and September 2015
- Promotion of the upcoming ICD at film screenings A Small Section of the World: March 2015 (March date TBA)
- Promotion on ICO website, blog, social media, and newsletter

- Contact with coffee boards and national coffee associations of ICO Member countries and dissemination of marketing materials guidelines leading up to ICD
- Promotion of press contacts: interviews and quotes for radio, television, printed, and online media.

Oxfam and ICO will identify a Project Lead in each organization for the implementation of the MoU.

Oxfam will identify a Project Coordinator for the implementation of this partnership. The project lead will prepare detailed plans of action for the implementation of the partnership.

The Project Leads of Oxfam and ICO will form a working group, involving appropriate staff for the implementation of this partnership.

The plans of action will be shared with the Project Leads and with the working group.

Before going external, all outward facing messages and materials as part of this partnership, will require sign off from both Oxfam and ICO. Oxfam and ICO will appoint one person in their organization for this.

ARTICLE 5

Brand guidelines/Co-marketing/Engagement

The fundraising concept of *a Caffè sospeso against poverty* will be led by Oxfam and carry the Oxfam's branding.

This will involve:

- Development of the act.oxfam.org platform for *a caffè sospeso against poverty*
- Development of the identity and look and feel of *a caffè sospeso against poverty*
- Development of the marketing and communications plan for promotion
- Development of media launch and activities for the concept

ARTICLE 6

Ownership of the FR activities

Funds raised in activities of Art. 2 will be collected and allocated by Oxfam to strengthen coffee smallholders farmers programmes. The main aspects of the projects will be on knowledge sharing, training (towards production, marketing, etc.), strengthening networking and advocacy capacities.

The Project Coordinator will present to the Project Leads a more detailed plan of funds allocation deducted costs, including set targets.

Oxfam will present two monitoring and evaluation reports including financial analysis to ICO marketing and promotion committee. The first one will be presented 6 months after the start of the project (once starting fundraising activities), followed by a second report after 12 months.

ARTICLE 7

Applicability, Duration and Geographical Scope of the agreement

This agreement applies to Oxfam and to all Oxfam Affiliates and Oxfam Observers Affiliates that are part of Oxfam during the lifespan of this agreement. This agreement lasts from 9 March to 31 December 2015 with a hope to continue and develop the partnership for future years.

ARTICLE 8

Termination

If any party shall cease to carry on business or shall be unable to pay its debts as they fall due for payment or shall have a liquidator, receiver, administrator, trustee or similar officer appointed over all or any of its assets or undertaking (or equivalent in any jurisdiction), the other party may serve notice to terminate this Agreement with immediate effect.

At any time, including before the expiry of the Term, if either party does anything which reasonably causes the other party to believe that continuing this agreement will or may adversely affect the other party's reputation, or that of any company or organization associated with it, the other party will have the right to terminate this agreement immediately on written notice.

If this agreement terminates neither Oxfam nor ICO will be authorized to use each other's respective name and logo and will cease immediately the use and distribution of all existing items bearing each other's respective names and/or logo.

ARTICLE 9
Confidentiality and Data Protection

No party will disclose to any third party any information which might reasonably be considered to be confidential information which it receives from any other party. This includes the terms of this Agreement. Where any confidential information is imparted to or comes to the knowledge of any party, such information shall not be used by that party for any reason other than the purposes of this Agreement.

The obligations set out in the above paragraph shall not apply to information which is in the public domain or to information which any party is required to disclose by court order, governmental agency or by the rules of any recognized stock exchange.

If any party receives data relating to any other party, such data shall at all times remain the property of the disclosing party. The receiving party will:

- a) Process such data only in accordance with the instructions of the disclosing party and to the extent reasonably necessary for the performance of their obligations
- b) Not disclose personal data to any person except with the written consent of the disclosing party
- c) Implement and maintain appropriate technical and organizational measures to protect those personal data against unauthorized or unlawful processing of personal data and against loss or destruction of, or damage to, personal data
- d) Take reasonable steps to ensure the reliability of any employees who have access to any Data.

ARTICLE 10

Applicable law and jurisdiction and Dispute Resolution

This Agreement is governed by English law which shall be the court of competent jurisdiction

If there are any disputes arising from this Agreement between the Parties in the first instance the Parties shall attempt to resolve such dispute in good faith by way of discussions between a senior member of staff representing each Party. If the senior members of staff fail to resolve the issues, the Parties shall escalate the issues to their executive directors or chief executive officers. If the executive directors or chief executive officers fail to resolve the issues, the Parties shall escalate the issues to the chairpersons of their respective board of directors. If a resolution cannot be achieved within forty-five (45) days or such other period as agreed between the Parties, either party can terminate the Agreement immediately on submission of written notice to the other party.

For International Coffee Organization

Place and date:

Signature: Robério Oliveira Silvia – Executive Director – International Coffee Organization

For Oxfam International

Place and date:

Signature: Winnie Byanyima – Executive Director – Oxfam International
