



International Coffee Council
108th Session
5 – 8 March 2012
London, United Kingdom

**Memorandum of Understanding between the
Government of the Federative Republic of Brazil
and the International Coffee Organization**

Background

1. This document contains a copy of a Memorandum of Understanding between the Government of the Federative Republic of Brazil, specifically the Brazilian Agency for Cooperation (ABC), and the International Coffee Organization (ICO) for the promotion of triangular technical cooperation in coffee producing countries.
2. This Memorandum of Understanding has been developed in accordance with priority actions under the Strategic Action Plan (document ICC-105-19) of the ICO which include action (4): to enhance cooperation and communication on coffee policies and actions with appropriate intergovernmental, international, regional and other organizations, as well as with the private sector; and action (16): to encourage greater technology transfer and technical cooperation, particularly among producing countries, so as to enhance remuneration to producers.
3. The Memorandum of Understanding will be signed at the time of the 108th Session of the International Coffee Council.

Action

The Council is invited to take note of this document.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL
AND THE INTERNATIONAL COFFEE ORGANIZATION**

The Government of the Federative Republic of Brazil,

and

The International Coffee Organization

(hereinafter referred to as the 'Parties');

Recognizing the International Coffee Organization (ICO) as the main intergovernmental body responsible for addressing the challenges facing the world coffee sector through international cooperation;

Acknowledging the role of the Brazilian Agency for Cooperation (ABC) in providing technical cooperation and capacity-building to developing countries, through the transfer and exchange of knowledge, skills and expertise available at Brazilian institutions and organizations;

Reaffirming the commitment of both Parties to promote sustainable development as a means of achieving social and economic progress in coffee producing countries;

Recalling the mandate of the Organization to alleviate poverty, promote rural development, encourage diversification, develop a sustainable coffee economy and facilitate preparation and supervision of coffee development projects;

Acknowledging that capacity-building in coffee producing countries would encourage a greater empowerment of the large number of men and women who work in the coffee sector and provide more incentives to attract youth participation for the long-term sustainability of the world coffee market;

Recognizing that South-South cooperation is one of the modalities of development cooperation with greatest potential to promote economic growth, reduce inequalities and improve living standards in developing countries;

Appreciating the significant role that the Parties can jointly play in building capacities in coffee producing countries to make a practical contribution to reducing poverty by developing and seeking finance for activities 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, and facilitating information and services to assist producers; and

Taking into account the respective mandates, objectives and programmes of the ICO and the ABC,

HEREBY agree:

ARTICLE 1

PURPOSE

To establish a partnership programme aimed at providing technical cooperation to beneficiary coffee producing countries in coffee-related issues.

ARTICLE 2

IMPLEMENTATION

1. The Parties shall endeavour to identify and implement technical cooperation activities in coffee-related issues, subject to the provisions of the present Memorandum of Understanding, and upon request of the interested developing country or countries.
2. The specific objectives, expected results, commitments, financial and in-kind contributions for activities to be implemented under the aegis of this Memorandum of Understanding, including the monitoring and evaluation arrangements, shall be agreed upon between ABC and ICO in specific documents, signed by the Parties and the beneficiary developing country or countries.
3. In the event of a conflict between this Memorandum of Understanding and any specific documents, the provisions of this Memorandum of Understanding shall prevail.

4. The partnership programme shall comprise the following areas of cooperation upon request of the interested developing country or countries:

- a) capacity-building and training initiatives, online or onsite, in Brazil or in the beneficiary country or countries, focused on strengthening the entire coffee value chain and especially by helping to improve the living standards of coffee farmers by promoting awareness of the need for a sustainable coffee economy;
- b) short-term technical cooperation from Brazilian institutions and from the ICO; and
- c) development of coffee-related activities, researches, studies and documents.

5. Within their capabilities and according to their regulations, the Parties may agree to mobilize resources to finance the activities to be jointly carried out in coffee producing countries.

6. The Parties shall consult each other on specific activities of common interest, with a view to determining the most appropriate ways and means to ensure effective cooperation.

ARTICLE 3 COORDINATION

The Parties or their respective representatives shall meet at least once a year, to discuss matters of mutual interest.

ARTICLE 4 FINAL CONSIDERATIONS

1. This Memorandum of Understanding does not imply any commitment to the transfer of financial resources between the Parties or any other activity onerous to Brazil's national treasury.

2. This Memorandum of Understanding shall enter into force upon the date of its signature and shall remain in force for a period of three (3) years and may be renewed for equal periods of three (3) years upon written request of any of the Parties six (6) months before its expiration.

3. This Memorandum of Understanding may be terminated fully or in part by written notification from any of the Parties. Termination shall be effective ninety (90) days after the date of notification.

4. This Memorandum of Understanding may be modified by mutual consent expressed in writing by duly authorized representatives of the Parties.

5. Any dispute regarding the interpretation or application of this Memorandum of Understanding shall be resolved exclusively through consultations and negotiations through the diplomatic channels.

Signed in _____, on _____ 2012 in the Portuguese language.

For the Government of
the Federative Republic of Brazil

For the
International Coffee Organization