MEMORANDUM OF UNDERSTANDING
BETWEEN
FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS (FAO)
AND
SAPIENZA UNIVERSITÀ DI ROMA
ROME, ITALY

PREAMBLE

This Memorandum of Understanding (hereinafter referred to as “the MoU”) is entered into by the Food and Agriculture Organization (hereinafter referred to as "FAO") of the United Nations with its Headquarters in Rome, Italy and the Sapienza Università di Roma (hereinafter referred to as "Sapienza") with headquarters in Rome, Italy.

Considering that the Global Goals of FAO are eradication of hunger, food insecurity and malnutrition; elimination of poverty and the driving forward of economic and social progress for all; and the sustainable management and utilization of natural resources, including land, water, air, climate and genetic resources for the benefit of present and future generations;

Whereas FAO’s Strategic Objectives are to 1) contribute to the eradication of hunger, food insecurity and malnutrition, 2) increase and improve production of goods and services from agriculture, forestry and fisheries in a sustainable manner, 3) reduce rural poverty, 4) enable more inclusive and efficient agricultural and food systems, and 5) increase the resilience of livelihoods to threats and crises;

Whereas FAO, in collaboration with the other UN agencies, programmes and funds, works towards the achievement of the 2030 Agenda for Sustainable Development and the Sustainable Development Goals (SDGs).

Whereas the above-mentioned Strategic Objectives are complemented by four Functional Objectives (FO), which ensure that the necessary enabling environment is in place to guarantee effective impact of technical delivery, and are aimed inter alia at ensuring the quality and integrity of the data produced and disseminated by the Organization (Objective 5); and engaging in outreach activities through partnerships and capacity development (Functional Objective 8).

Acknowledging that Sapienza is a public Italian university and one of the oldest universities in the world with high performance in international university rankings. The main mission of the university is to
catalyze the development of a knowledge society by promoting research, education and international cooperation. Sapienza is composed of 11 faculties, 63 departments and various research centres and offers over 250 degree programmes (Bachelors, Master’s and PhDs) and 200 specialization courses in a range of subject areas.

Conscious that Sapienza’s main activities include generation and dissemination of knowledge, promotion of research and the development and transfer of innovative and enabling technologies that can be applied to many sectors including agriculture and food and nutrition to achieve food security, enable sustainable livelihoods and sustainably manage natural resources. Sapienza’s research and technology outputs in synergy with FAO's expertise will make a significant and tangible impact.

Recognizing that FAO and Sapienza have a shared interest in promoting the SDGs through coherent actions and partnerships for a comprehensive approach to economic, social and environmental dimensions of sustainability; that Sapienza is a leading academic institution in contributing with scientific evidence to engage on sustainable food and agriculture; that achieving progress on the SDGs makes it necessary to enhance awareness, enable dialogue and create enabling conditions for actions that have the potential to achieve measurable results on the ground.

Believing that the cooperation between FAO and Sapienza will enhance access and exchange of information, generation of knowledge through joint research and publications, adaptation and development of approaches and methods, documentation of best practices and solid contributions to documents and publications by the next generation of agricultural practitioners.

Mindful that collaborations in the fields of food safety and quality, climate change and food security, and statistical and data analysis, enrich FAO technical support to its Member Nations with a view to achieving FAO’s Strategic Objectives, as well as its Functional and Cross cutting Objectives, and that such collaborations also promote outreach, increase awareness of the knowledge and contributions to the next generation.

Noting that FAO and Sapienza have a history of close collaboration in the areas of information and communication technologies, social sciences, awareness raising activities to promote areas of mutual interest in addition to arrangements for the exchange of visiting experts and student internships.

Now therefore FAO and Sapienza (hereinafter collectively referred to as "the Parties" and individually as "Party"), have agreed to the following:

**Article 1 - Purpose**

1.1 The purpose of this MoU is to provide a framework for cooperation between the Parties with the overall goal of enhancing food security and sustainability in agriculture through use of innovative research, knowledge sharing, capacity development and implementation of research outputs and through responsible investment in agriculture.

1.2 The main areas for joint cooperation are:

a) supporting data analysis and statistical modelling;

b) strengthening efforts to improve food safety and quality to improve diet quality;
c) strengthening climate change response through an integrated approach; and

d) promoting responsible investments in agriculture.

Article 2 - Areas of Cooperation

2.1 The Parties shall consult on matters mentioned in Article 1 that are of mutual interest and capitalize on comparative advantages. The broad thematic areas where synergies will be established upon mutual agreement between the Parties are, among others:

a) enhancing collaborative efforts through innovative mechanisms of sharing knowledge and research outputs through the Community of Practices (CoP) and the Technical Networks, methodologies and modelling tools of relevance to climate change, food safety, statistics and data analysis;

b) strengthening exchange of information, knowledge and expertise;

c) support to joint educational efforts through staff exchanges and/or internships, enhancing Master-level curricula and developing/contributing to e-learning products;

d) promoting advocacy to raise awareness among students and academia on current and emerging themes in particular, Responsible Agriculture Investment, SDGs, International Years and Decades declared at the UN level (i.e. International Year of Pulses, UN Decade of Nutrition);
e) joint studies and publications in sustainable food and agriculture linked issues with the aim to advance knowledge including in climate change adaptation and mitigation including biodiversity, food safety, and statistics among others.

2.2 Possible activities in the areas of collaboration between the Parties are specified in the Work Plan contained in Annex I to this Agreement, which constitutes an integral part of this MoU.

Article 3 - Implementation arrangements

3.1 The present MoU implies no financial commitment by either Party. Activities to be implemented under this MoU are subject to the availability of staff and financial resources.

3.2 The conduct of any activity that may be implemented pursuant to this MoU, including those activities identified in Article 2 and Annex I to this MoU, shall be subject to the applicable internal rules and procedures of each Party, and any necessary clearances required under such rules and procedures.

3.3 The Parties may enter into separate agreements, within the framework of this MoU, for the implementation of activities that may involve the commitment of funding or other resources. Agreements concluded between the Parties under this MoU shall define agreed activities, the respective responsibilities and contributions of the Parties, financial aspects, including in-kind contributions, and arrangements on intellectual property rights.
3.4 The Parties shall meet for coordination and review of the joint activities described in the Work Plan as deemed necessary, and may agree, in such meetings, to modify the Work Plan based upon their review. Such modifications will enter into effect upon approval by the Parties of the report of the meeting at which the modifications were approved.

3.5 The Parties will provide technical and capacity building support for the successful implementation of this MoU.

3.6 The Parties will consult each other on a regular basis, at least once a year, to assess progress and results achieved in the implementation of this MoU.

3.7 Subject to the Parties' respective regulations, rules and policies and the present MoU, the Parties may jointly develop proposals to be submitted to funding agencies. Neither Party shall engage in any fundraising activity with third parties in the name of or on behalf of the other Party, without the prior express written approval of the Party concerned.

Article 4 - Knowledge Sharing, Exchange of Information and Documents

To the extent possible, the Parties will promote knowledge sharing, including the exchange of information and documents concerning matters of common interest. The Parties shall have free and unrestricted access, where feasible, to non-confidential information developed under this MoU for their internal use.

Article 5 - Use of Logo, Name and Emblem

The Parties agree not to use in any press release, memo, report or other published disclosure related to this MoU or in any other document, annex or arrangement related thereto, the other Party's name, logo or emblem without prior written consent of the Party concerned.

Article 6 - Intellectual Property Rights

6.1 Intellectual property rights, in particular copyright, of material such as information, software and designs, made available by Sapienza or FAO to be used to carry out the activities under this MoU shall remain with the originating Party. If deemed appropriate, authorizations for the use of such materials by the other Parties will be addressed in agreements concluded in accordance with Article 2.

6.2 Copyright of materials and reports, as well as rights to any other intellectual property, developed jointly by the Parties will be vested in FAO. Sapienza will enjoy a, royalty-free, non-exclusive and non-transferable license to use publish, translate and distribute, privately or publicly, any item or part of the work to be performed under this MoU for non-commercial purposes.

6.3 Notwithstanding the foregoing, intellectual property rights in materials developed jointly by the Parties under this MoU may in some cases be addressed in supplementary agreements concluded pursuant to Article 3 in consideration of the type of materials and the contribution made by each Party.
Article 7 - Confidentiality Clause

None of the Parties nor their personnel shall communicate to any other person or entity confidential information made known to it by another Party in the course of the implementation of this MoU, nor shall it use this information to private or company advantage. This provision shall survive the expiration or termination of this MoU.

Article 8 - Communications

Any notification, notice or request required to be given or made under this MoU shall have been duly made or given when addressed in writing to:

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<tr>
<th>For FAO:</th>
<th>Food and Agriculture Organization of the United Nations – FAO</th>
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<tbody>
<tr>
<td>Viale delle Terme di Caracalla, 00153 Rome, Italy</td>
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<tr>
<td>Attention:</td>
<td>Marcela Villarreal</td>
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<td></td>
<td>Director, Partnerships, Advocacy and Capacity Development</td>
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<tr>
<td></td>
<td>Division</td>
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<tr>
<td>Email:</td>
<td><a href="mailto:Marcela.Villarreal@fao.org">Marcela.Villarreal@fao.org</a></td>
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<tr>
<td>Telephone:</td>
<td>(+39)06 570 52346</td>
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<th>For Sapienza</th>
<th>Sapienza Università di Roma</th>
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<tr>
<td>Piazzale Aldo Moro, 5 - 00185 Rome, Italy</td>
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<tr>
<td>Attention:</td>
<td>Prof. Cesare Manetti</td>
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<tr>
<td></td>
<td>Department of Environmental Biology</td>
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<td>Email:</td>
<td><a href="mailto:Cesare.Manetti@uniroma1.it">Cesare.Manetti@uniroma1.it</a></td>
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<tr>
<td>Telephone:</td>
<td>(+39)06 499 13058</td>
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Article 9 - Privileges and Immunities

Nothing in this MoU or in any other document, annex or arrangement related thereto, shall be construed as constituting a waiver of privileges or immunities of FAO or its personnel, nor as extending any privileges or immunities of FAO to Sapienza or to its personnel. This provision shall survive the expiration or termination of this MoU.

Article 10 - Applicable Law

The present MoU and any annex, document or arrangement relating thereto, shall be governed by general principles of law to the exclusion of any single national system of law. Such general principles of law shall include the UNIDROIT General Principles of International Commercial Contracts 2010. This provision shall survive the expiration or termination of this MoU.
Article 11 - Settlement of Disputes

Any dispute between the Parties arising out of the interpretation or execution of the present MoU, or any document or arrangement relating thereto, shall be settled by negotiations and mutual agreement. If the Parties are unable to reach an agreement on any question in the dispute or on a mode of settlement other than arbitration, either Party shall have the right to request arbitration in accordance with the Arbitration Rules of UNCITRAL, as at present in force. FAO and Sapienza agree to be bound by any arbitration award rendered in accordance with this Article as the final adjudication of any such dispute.

Article 12 - Entry into Force and Duration

The present MoU shall be signed by the Parties and will enter into force on the date of the last signature. This MoU shall remain in force for a period of three (3) years and be renewable for successive similar periods thereafter by written agreement of the Parties, based upon successful past implementation.

Article 13 - Notification and Amendments

13.1 Each Party shall promptly notify the others in writing of any anticipated or actual material changes that will affect the execution of this MoU.

13.2 Any amendment to this MoU shall be effected only on the basis of mutual written consent by the Parties. Such amendments shall enter into force thirty (30) days following notifications of consent by both Parties.

Article 14 - Termination

Either Party may withdraw from this MoU by providing three (3) months' written notice. Such withdrawal shall not affect commitments entered into in good faith prior to withdrawal in accordance with this Article. Any withdrawal from this MoU shall be without prejudice to: (a) the orderly completion of any ongoing collaborative activity; and (b) any other rights and obligations of the Parties accrued prior to the date of withdrawal under this MoU or any legal instrument executed pursuant to this MoU.

Article 15 – Interpretation and language

This MoU and any annexes hereto constitute the entire agreement between the Parties relating to the purposes and obligations noted hereunder and supersede all previous agreements, arrangements and undertakings between the Parties in respect of the subject matter hereof.

This MoU is drawn up in English in two original copies for each Party. Either copy is of equal validity.
IN WITNESS WHEREOF, the duly authorized representatives of the Parties affix their signatures below.

On behalf of the Food and Agriculture Organization of the United Nations (FAO)

Daniel Gustafson
Deputy Director-General (Operations)

Date: 3 Nov 2016

On behalf of Sapienza Università di Roma

Prof. Eugenio Gaudio
Rector

Date: 3 Novembre 2016