

**PARTNERSHIP AGREEMENT**

**BETWEEN**

**THE FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS**

**AND**

**THE**

**UNITED NATIONS ECONOMIC COMMISSION FOR EUROPE**

**TO SUPPORT THE IMPLEMENTATION OF THE JOINT PROGRAMME FOR FORESTRY AND TIMBER**

**PREAMBLE**

The Food and Agriculture Organization of the United Nations (hereinafter referred to as "FAO") and the United Nations Economic Commission for Europe (hereinafter referred to as "ECE"), jointly referred to hereinafter as "the Parties";

*Recalling* the report of the Secretary General's High-Level Panel on UN-Wide Coherence in the Areas of Development, Humanitarian Assistance, and the Environment and continued efforts within the UN System to enhance coherence and "deliver as one";

*Recognizing* the importance of regional cooperation and regional actions;

*Emphasizing* the role of forests and the forest sector in sustainable development and in achieving internationally agreed development goals;

*Recalling* the sixty-year history of the Parties' partnership, initially known as the Joint FAO/ECE Timber Division, then as the Joint FAO/ECE Agriculture and Timber Division, and most recently as the Joint ECE/FAO Forestry and Timber Section and the joint activities on forestry and the forest sector in the ECE region, notably in the framework of UNECE Timber Committee and the FAO European Forestry Commission and their Integrated Programme of Work;

*Noting* emerging developments in the region in areas such as climate change, biodiversity conservation and sustainable use, sustainable forest management, etc., which require a coordinated holistic response,

*Therefore agree* on the following working modalities which will govern their cooperation:

**Article 1 - Objective**

The objective of the present Agreement is to define working modalities that will guide the cooperation of the Parties in supporting the implementation of the Integrated Programme of Work<sup>1</sup> of the FAO European Forestry Commission and the ECE Timber Committee. The present Agreement

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<sup>1</sup> Often also referred to as the 'Joint ECE-FAO programme of Work', or the 'Joint Programme of Work'.

identifies areas and specifies forms of cooperation with a view to avoiding duplication, promoting synergies, enhancing effective resource utilization and promoting cooperation with third parties.

### **Article 2 - Responsibilities**

The Parties will seek to collaborate in:

- a) Servicing the FAO European Forestry Commission and the ECE Timber Committee, their subsidiary bodies and teams of specialists established by the respective parent bodies;
- b) Planning, programming, implementation, coordination and reporting of joint activities for the implementation of the Integrated Programme of Work;
- c) Assisting and cooperating in the joint activities of relevance to the implementation of the Integrated Programme of Work undertaken by the FAO Forestry Department and the relevant ECE Division;
- d) Undertaking other appropriate activities defined in the FAO Programme of Work and Budget and the ECE Programme of Work and Budget, in particular where collaboration is likely to result in savings or more efficient programme delivery.

### **Article 3 - Joint activities**

Activities undertaken within the framework of the present Agreement shall support the implementation of the Integrated Programme of Work. The activities may include, but shall not be limited to, the following areas of cooperation in Europe, North America and Central Asia: forest product market development and analysis; forest products and services, forest resources assessment and monitoring; future outlook for forests and forestry; forest policy; social dimensions of forests and forestry.

### **Article 4 - Steering Committee**

A Steering Committee shall be established to provide oversight over and guidance for the implementation of the joint activities. The Steering Committee shall be composed of two representatives of each organization. From FAO, both the Forestry Department and the Liaison Office for Geneva shall be represented by their respective heads of office. From ECE, both the Office of the Executive Secretary and the relevant Division shall be represented. Staff members implementing the joint activities shall not be members of the Steering Committee.

The Steering Committee shall have the following functions:

- a) Setting priorities for the implementation of the joint activities in light of the FAO Medium Term Plan and Programme of Work and Budget and the ECE Strategic Framework, and authorizing implementation of the joint activities after the endorsement by the FAO European Forestry Commission and ECE Timber Committee of the Integrated Programme of Work;

- b) Agreeing on the level of the Parties' respective financial contributions towards the implementation of the joint activities under the present Agreement within the approved Programmes of Work and Budget of the Parties;
- c) Making suggestions to the Parties, as applicable, on budgetary and staffing matters related to the collaboration established under the present Agreement;
- d) Making recommendations to the FAO Director General on the appointment of a Secretary for the European Forestry Commission and to the Executive Secretary of ECE on the appointment of a Secretary for the ECE Timber Committee;
- e) Reviewing and monitoring progress in the implementation of the joint activities;
- f) Determining the periodicity of external reviews of the joint activities in view of the respective requirements of the Parties with respect to the external evaluation.

The Steering Committee will meet as required but at least once a year to review the implementation of the joint activities and, as applicable, the budget.

#### **Article 5 - Staffing**

Staff servicing the Parties' joint work on forestry and the forest sector in Geneva at the date of signature of the present Agreement form the initial staff of the joint office.

Staffing and resources provided by the Parties are subject to the budget allocations and staffing ceilings authorized by their respective governing bodies.

Staffing under the present Agreement shall be implemented without prejudice to the recruitment procedures and staff rules and regulations of each of the Parties.

For the purpose of preserving and protecting staff rights and their status as international civil servants, each member of the staff performing functions under the present Agreement will retain his/her employment status with FAO or ECE. All transfers of staff between the Parties shall be made subject to the Inter-Agency Mobility Accord.

#### **Article 6 - Organization and administration**

ECE will, in consultation with FAO, designate a chief of the joint office. FAO will, in consultation with ECE, designate a deputy chief of the joint office. The staff of the joint office shall perform their work under the direction and supervision of the chief of the joint office.

The chief of the joint office will report regularly to the Steering Committee on the implementation of the work programme.

### **Article 7 - Location**

The joint office is located at the United Nations Office at Geneva, within the ECE Secretariat. ECE will provide office space, office supplies and other office facilities<sup>2</sup> in accordance with all relevant UN rules and regulations. General operational services will be provided jointly by ECE and the FAO Liaison Office Geneva (LOG).

### **Article 8 - Sources of support**

The work of the joint work programme shall be supported from the following sources:

- a) The Programmes of Work and Budget approved by the competent organs of the Parties;
- b) Voluntary contributions made available to the Parties and administered through trust funds of FAO or ECE, subject to project support costs in line with their current policies;
- c) Staff made available by third parties through the JPO programme, secondments, etc. in accordance with the rules and regulations of the respective organizations.

### **Article 9 - Intellectual Property Rights**

Intellectual property rights, in particular copyright, of material such as information, software and designs, made available by the Parties to carry out the activities under the present Agreement shall remain with the originating party.

Copyright of the information, as well as rights to any other intellectual property, developed jointly by the Parties shall be jointly vested in both parties. Each party shall have full rights to exploit such jointly-owned works for non-commercial purposes.

### **Article 10 - Acknowledgements**

Activities carried out under the present Agreement shall give appropriate recognition to the names of both of the Parties.

### **Article 11 - Dispute settlement**

Any dispute between the Parties concerning the interpretation and the execution of the present Agreement, or any document or arrangement relating thereto, shall be settled by negotiation between the Parties. Any differences that may not be so settled shall be brought to the attention of the Executive Heads of the Parties for final resolution.

### **Article 12 - Applicability**

The present Agreement may be extended, amended or terminated.

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<sup>2</sup> At present ECE is not charged by UNOG for providing office space and furniture to FAO staff. If this changes in the future, FAO will be requested to cover these costs as necessary.

a) Periodic review

The present Agreement shall be reviewed by the Steering Committee once every four years, or upon request of either of the Parties.

b) Amendment

The present Agreement may be amended after agreement on the part of the Parties, by way of Exchange of Letters.

c) Termination

The present Agreement may be terminated in whole or in part by the Parties, upon one year's written notice to the other Party.

d) Entry into force

The present Agreement shall enter into force upon signature by the Director-General of FAO and the Executive Secretary of ECE, and from the day of the last signature.

In witness whereof, the Director General of FAO and the Executive Secretary of ECE have signed two original versions of the present Agreement.

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**José Graziano da Silva**  
**Director-General**  
**Food and Agriculture Organization of the**  
**United Nations**

**Date:**

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**Sven Alkalaj**  
**Executive Secretary**  
**United Nations**  
**Economic Commission for Europe**

**Date:**