



MEMORANDUM OF UNDERSTANDING ON LAND ADMINISTRATION AND MANAGEMENT

between

The Food and Agriculture Organization of the United Nations

and

The United Nations Economic Commission for Europe

PREAMBLE

Considering that The Food and Agriculture Organization of the United Nations (hereinafter referred to as “FAO”) has the mandate to raise levels of nutrition, improve agricultural productivity, better the lives of rural populations and contribute to the growth of the world economy;

Acknowledging that the United Nations Economic Commission for Europe (hereinafter referred to as “UNECE”) has, *inter alia*, the mandate to promote and improve tenure governance in the UNECE region, and that the UNECE Working Party on Land Administration aims at supporting security of tenure, introducing and improving and creating more effective land registries and promoting sustainable land use policies, in particular, identifying methods to strengthen and modernize land administration systems;

Acknowledging that FAO was established by The Nations accepting the FAO Constitution and determined to promote the common welfare by furthering separate and collective actions on their part for the purpose of: raising levels of nutrition and standards of living of the peoples under their respective jurisdictions; securing improvements in the efficiency of the production and distribution of all food and agricultural products; bettering the condition of rural populations; and thus contributing towards an expanding world economy and ensuring humanity's freedom from hunger;

Observing that the Voluntary Guidelines on the Responsible Governance of Tenure of Land, Fisheries and Forests in the Context of National Food Security (“VG”) are a priority for FAO, that support for implementation of the VG is included in the new FAO Strategic Framework, and that governance of tenure should be considered when preparing FAO’s country programming frameworks as improved governance of tenure is essential for food security and poverty eradication, responsible investment and environmental sustainability;

Recognizing that FAO and ECE (hereinafter referred to as the “Parties”) are committed to overcoming poverty and enhancement of livelihoods through the transition to sustainable development;

Welcoming previous successful partnership experiences between UNECE and FAO which have led to the current joint arrangement between UNECE and FAO through the Forestry and Timber Section;

Now therefore, the Parties have agreed in addition to collaborate on the basis of this Memorandum of Understanding (hereinafter referred to as “MoU”) in accordance with the terms set out below:

Article I OBJECTIVES OF COOPERATION

The objectives of cooperation under the present MoU are the following:

- (a) Increasing partnership, cooperation and synergy of actions between the Parties for coherent and complementary implementation of the Parties’ activities in the areas of land administration and management;
- (b) Promoting comprehensive and effective land policies and the governance of land tenure in the UNECE member States in order to provide equitable access to and security of tenure of land for the benefit of all land users, with an emphasis on vulnerable and marginalized individuals, aiming at food security and the progressive realization of the right to adequate food through economic development, secure livelihoods, environmental sustainability and peace and security;
- (c) Supporting the improvement of the governance of land tenure in line with the Voluntary Guidelines on the Responsible Governance of Tenure of Land, Fisheries and Forests in the Context of National Food Security (hereinafter referred to as “VG”).

Article II PRINCIPLES GOVERNING THE MEMORANDUM OF UNDERSTANDING

The following principles will govern the implementation of this MoU:

- (a) a multi-sectoral approach and cooperation with UNECE member States’ Governments, United Nations Regional Commissions (hereinafter referred to as “RCs”), bilateral and multilateral organizations and donors;
- (b) multi-stakeholder partnerships, including civil society organizations, academia, and the private sector;

- (c) the cooperation at various levels of governance – international, national, regional and sub-regional - as deemed appropriate;
- (d) The Parties agree to comply with and promote principles of human rights, gender equality, transparency and accountability, throughout the period of implementation of the present MoU.

Article III FIELDS OF COOPERATION

The Parties will work collaboratively on *inter alia*:

- (a) Promoting awareness among all stakeholders of the need for development, implementation and monitoring and evaluation of comprehensive land policies developed in a participatory manner and for the improvement of governance of tenure of land in line with the principles expressed in the VG;
- (b) Promoting the establishment of regional, sub-regional and national networks of stakeholders in the fields of land policy and governance of tenure of land and liaising and collaborating with other stakeholders, such as UNECE member States' Governments, RCs, bilateral and multilateral organizations, donors, civil society organizations, academics, researchers and the private sector;
- (c) Promoting the mainstreaming land policies and governance of tenure of land in the strategies and programmes of the two institutions at headquarters, regional, sub-regional and national levels;
- (d) Engaging in joint programming, activities and collaboration in the context of capacity building development and the promotion and enhancement of sustainable and effective land policies and the governance of the tenure of land.
- (e) Providing support to UNECE member States as outlined in this MoU to develop, implement, monitor and evaluate sustainable and effective land policies and improving governance of tenure in line with the VG;
- (f) Identifying, documenting and disseminating successful and innovative experiences and good practices as well as contributing to multi-disciplinary research on such experiences and practices;
- (g) Promoting the monitoring and evaluation of land policies and governance of tenure of land;
- (h) Building partnerships, improving coordination and mobilizing resources for the implementation of all of the above.

Article IV TERMS OF COOPERATION

- (a) All correspondence related to the present MoU will be in writing and, unless otherwise agreed by the Parties, will be addressed to the authorized representatives below or their nominees.

For UNECE

Ms Paola Deda
Acting Director
Forestry, Land and Housing Division (FLH)
United Nations Economic Commission for Europe (UNECE)
Palais des Nations
CH-1211 Geneva 10, Switzerland
Email: paola.deda@unece.org
Tel: +41 (0) 22 917 27 45

For FAO

Mr Martin Frick
Director
Climate Change, Energy and Tenure Division (NRC)
Food and Agriculture Organization of the United Nations (FAO)
Via delle Terme di Caracalla
00153 Rome, Italy
Tel: +39 (06) 570 53579
E-mail: NRC-Director@fao.org

- (b) For the purpose of identification and management of priority activities, including working arrangements to be established by the Parties in the framework of this MoU, all correspondence will be addressed to the following authorized focal points:

For UNECE

Ms Gulnara Roll
Head, Housing and Land Management
Unit, Forestry, Land and Housing
Division (FLH)
United Nations Economic Commission
for Europe (UNECE)
Palais des Nations
CH-1211 Geneva 10, Switzerland
Email: gulnara.roll@unece.org
Tel: +41 (0) 22 917 22 57

For FAO

Mr Paul Munro-Faure
Deputy Director
Climate Change, Energy and
Tenure Division (NRC)
Food and Agriculture Organization of the
United Nations (FAO)
Via delle Terme di Caracalla
00153 Rome, Italy
Email: Paul.MunroFaure@fao.org
Tel: +39 (06) 570 56883

- (c) The Parties agree not to use in any media releases, memoranda, reports or other published documents related to this MoU, the other Party's name and/or logo without prior written agreement by the Party concerned.
- (d) Intellectual property rights, in particular copyright of material such as information, software and designs, made available by FAO and UNECE to be used to carry out the activities under this MoU, will remain with the originating Party. Copyright of the information, as well as rights to any other intellectual property, developed jointly by FAO and UNECE pursuant to activities mutually undertaken under this MoU will be jointly vested in both Parties (FAO and UNECE). Each Party will have full rights to exploit such jointly owned works without the need of approval of the other.
- (e) Any activities that the Parties may implement under this MoU will be the subject of a bi-annual action plan. Such action plans will cover technical aspects of the activities, the respective contributions and responsibilities of the Parties, financial aspects and other elements, as required. Such agreements will be subject to the respective rules and regulations of the Parties.
- (f) This MoU does not constitute a financial obligation of either party. Specific agreements will be prepared in the event of joint programmes to define financing arrangements and obligations as between the Parties (FAO and UNECE).

Article V MONITORING AND REVIEW

- (a) The Parties to this MoU, facilitated by the focal points, will review at regular intervals, as appropriate, the progress in the implementation of this MoU and take stock of lessons learned.
- (b) The focal points will facilitate ways and means to ensure the effective implementation of this MoU, including at headquarters, regional, sub-regional and national levels, sharing all relevant information and documentation.
- (c) FAO and UNECE will have free access to all information developed pursuant to activities mutually undertaken as a result of this MoU for their internal use.

Article VI DISPUTE SETTLEMENT

Any dispute between the Parties concerning the interpretation and the execution of this MoU will be settled by negotiation between the Parties. Any differences that may not be so settled will be settled in a manner as agreed between the Parties.

Article VII AMENDMENT

This MoU may be modified by written mutual consent of the Parties. Such amendments will enter into force one month following receipt of notifications of consent by both Parties.

Article VIII ENTRY INTO FORCE AND TERMINATION

The present MoU shall enter into force upon signature by both Parties. It shall remain valid for a period of five years. The Parties may agree to extend the term of the present MoU in writing.

Each Party may request the termination of the present MoU by written notification to the other Party. Termination shall be effective in six months upon receipt of the written notification by either Party.

**For the United Nations Economic
Commission for Europe**

**For the Food and Agriculture
Organization of the United Nations**

.....
Mr Christian Friis Bach
Under-Secretary-General and Executive
Secretary

.....
Mr Vladimir Olegovich Rakhmanin
ADG and Regional Representative
Regional Office for Europe and Central Asia

Date:

Date: