



Food and Agriculture
Organization of the
United Nations



International Treaty
on Plant Genetic Resources
for Food and Agriculture



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS (FAO)

acting on behalf of the International Treaty on Plant Genetic Resources for Food and Agriculture
(ITPGRFA)

AND

THE INTERNATIONAL ORGANISATION OF VINE AND WINE

The Food and Agriculture Organization of the United Nations (hereinafter “FAO”), acting on behalf of the International Treaty on Plant Genetic Resources for Food and Agriculture (hereinafter the “International Treaty”), and the International Organisation of Vine and Wine (hereinafter “OIV”), hereinafter referred to collectively as the “Parties” and individually as “Party”;

WHEREAS FAO is a Specialized Agency of the United Nations system established in 1945 to raise levels of nutrition and standards of living for all people in FAO Member Nations, to secure improvements in the efficiency of production and distribution of food and agricultural products, and to contribute towards expanding world economy and ensuring humanity’s freedom from hunger;

WHEREAS FAO’s actions are geared towards supporting Members in implementing the 2030 Agenda for Sustainable Development, especially with regard to ending hunger and malnutrition in all its forms;

WHEREAS the FAO Strategic Framework 2022-31 is guided by FAO’s vision and the three Global Goals of Members and is firmly anchored in the Sustainable Development Goals (SDGs), and the organising principle of the *four betters – better production, better nutrition, a better environment and a better life, leaving no one behind* – demonstrates how FAO intends to support the achievement of the SDGs and reflect the interconnected economic, social and environmental dimensions of agrifood systems while encouraging a strategic and systems-oriented approach;

WHEREAS the International Treaty is an international agreement concluded under Article XIV of the FAO Constitution, which promotes the conservation and sustainable use of plant genetic resources for food and agriculture (PGRFA) and the fair and equitable sharing of the benefits arising out of their use, in harmony with the Convention on Biological Diversity, for sustainable agriculture and food security;

WHEREAS in carrying out its mandate, the International Treaty cooperates, under the framework of FAO, with other organizations and bodies;

WHEREAS by Resolution 14/2023, the Governing Body of the International Treaty, *inter alia*, welcomed the ongoing discussions between the secretariats of the International Treaty and the OIV, and requested the secretary of the International Treaty (hereinafter the “Secretary”) to continue these discussions with a view to establishing effective cooperation between the two institutions, and to seek practical means and activities to further enhance this cooperation, and to report on these efforts at the Eleventh Session of the Governing Body;

WHEREAS OIV is an international and intergovernmental organization with the mandate to promote and recognize the global vine and wine-growing heritage; with recognized scientific and technical competence for its work concerning vines, wines, wine-based beverages, grapes, raisins and other Viti vinicultural products OIV assists other intergovernmental organizations and contributes to the

promotion and recognition of the world vine and wine-growing heritage and its historical, cultural, human, social and environmental aspects;

WHEREAS the International Treaty and OIV share common objectives with regard to recognizing the importance of preserving plant genetic resources including the conservation of biodiversity in the *Vitis* viticultural sector and the attainment of the SDGs, particularly SDG 12, “sustainable conservation and production”; SDG 13, “climate action”; and SDG 15, “protect, restore and promote sustainable use of terrestrial ecosystems, sustainably manage forests, combat desertification, and halt and reverse land degradation and halt biodiversity loss”;

WHEREAS the Parties intend to conclude this Memorandum of Understanding (“MoU”) with the aim of consolidating, developing and detailing their cooperation and effectiveness to achieve their common objectives in the field of preserving grape and grapevine genetic resources, as well as the conservation of biodiversity in the *Vitis* viticultural sector;

WHEREAS the Parties intend their cooperation to cover a broad range of activities, which may include, but not be limited to, capacity building, knowledge exchange, provision of resources and development of financing initiatives for the advancement of their common goals and objectives;

FAO AND OIV HAVE AGREED TO COOPERATE AS FOLLOWS:

Article 1: Interpretation and purpose

1. The purpose of this MoU is to provide a framework for collaboration between the Parties to further their shared goals and objectives and to identify areas of mutual interest with a view to:
 - a) addressing the common concern about the impact of climate change and the need to adopt mitigation and adaptation measures to ensure the protection of grapevine genetic resources;
 - b) promoting scientific and technical knowledge as a basis for the formulation of policies and strategies that promote sustainable development in their corresponding areas; and
 - c) identifying and promoting best practices and technical guidelines as further elaborated under Article 2 below.
2. Any Annex to this MoU shall be considered an integral part of this MoU. References to this MoU shall be construed as including any Annexes, as varied or amended in accordance with the terms of this MoU.
3. The present MoU implies no financial commitment by either Party except as specified in this MoU. Activities to be implemented under this MoU are subject to the availability of personnel and financial resources. Implementation of any projects and programmes pursuant to this MoU, including those involving the transfer of funds between the Parties, shall require the execution of appropriate separate legal agreements between the Parties in accordance with their respective rules and regulations. The terms of such agreements shall be subject to the provisions of this MoU.
4. Separate legal agreements between the Parties as expressed in Article 1 (3) above shall set out detailed and specific technical, financial and other appropriate conditions for collaboration, as well as conditions relating to each Party’s role, responsibilities and liability. Such arrangements will be jointly formulated and concluded on a case-by-case basis between the Parties.

Article 2: Areas of cooperation and activities

1. The Parties have agreed to the following areas of cooperation for this MoU, which are areas of common interest to FAO and OIV. The Parties consider that progress in these areas could be strengthened through cooperation:

- a) challenges of biodiversity loss and climate change in the *Vitis* vinicultural sector;
 - b) mechanisms of the Multilateral System of the International Treaty;
 - c) facilitation of scientific exchanges in the area of PGRFA documentation and the technical tools of the Global Information System and the Digital Object Identifiers;
 - d) the OIV Databases on the Vine Varieties and their Synonyms, the Ampelographic Descriptors and the Ampelographic Collections;
 - e) strategies for conservation of the grapevine genetic diversity; and
 - f) the importance of biodiversity and its conservation in the *Vitis* vinicultural sector.
2. The Parties have also expressed the intention to promote the cooperation based on:
 - a) exchange of information of common interest, including direct communication of the activities of one Party that may be relevant to the other;
 - b) mutual participation in the relevant meetings or processes of their respective governing, technical and subsidiary bodies;
 - c) joint organisation of scientific and technical seminars, and/or capacity building initiatives.
 3. The Parties will develop a workplan outlining specific activities of collaboration. The workplan is attached to this MoU as Annex I and will constitute an integral part thereof. The workplan will be jointly reviewed on a regular basis between the Parties. Amendments to the workplan will be made, upon mutual agreement, through an Exchange of Letters between the Parties.
 4. The list of activities outlined in this MoU and in the workplan should not be taken to exclude or replace other forms of cooperation between the Parties, as may be agreed by the Parties pursuant to Article 3 to allow the Parties to respond to newly emerging issues of common interest.

Article 3: Mechanisms for coordination and review

1. The Parties shall hold regular bilateral meetings on matters of common interest, in accordance with an agenda agreed to in advance by the Parties, for the purpose of developing and monitoring collaborative activities, projects and programmes. Such meetings shall take place at least once every year to:
 - a) discuss technical and operational issues related to furthering the objectives of this MoU;
 - b) provide overall strategic guidance for the implementation of this MoU;
 - c) monitor the progress in the implementation of the MoU and exchange views on the lessons learned; and
 - d) review progress of work undertaken by OIV pursuant to a separate legal agreement in the areas of cooperation mentioned in Article 2 above.
2. In identifying joint activities, projects and programmes to be executed under this MoU, due regard shall be given to OIV's geographic coverage, capacity for implementation and experience in the related field.
3. Within the context defined above, further bilateral meetings at the desk-to-desk and expert levels shall be encouraged and set up on an ad hoc basis, as deemed necessary by the Secretary or relevant FAO divisions and OIV for the implementation of joint activities, projects and programmes in specific areas, countries and regions.
4. To implement activities, projects and programmes in the agreed areas, the Parties shall execute separate legal agreements appropriate for the implementation of each initiative in accordance with Article 1 (3) above.

Article 4: Status of the Parties and their personnel

1. The Parties acknowledge and agree that OIV is an entity separate and distinct from FAO. The employees, personnel, representatives, agents, contractors or affiliates of OIV, including the personnel engaged by OIV to carry out any of the activities, projects or programmes conducted pursuant to this MoU, shall not be considered in any respect or for any purposes whatsoever as being employees, personnel, representatives, agents, contractors or affiliates of FAO, nor shall any employees, personnel, representatives, agents, contractors or affiliates of FAO be considered, in any respect or for any purposes whatsoever, as being employees, personnel, representatives, agents, contractors or affiliates of OIV.
2. The Parties shall undertake the activities under this MoU in accordance with the rules and regulations to which they are subject. Where compliance with rules may lead to a difficulty in performing under the MoU, or adhering to its provisions, the Party concerned undertakes to draw this to the attention of the other Party with a view to resolving the matter appropriately and amicably.
3. Neither Party shall be entitled to act or make legally binding declarations on behalf of the other Party. Nothing in this MoU shall be deemed to constitute a joint venture, agency, interest grouping or any other kind of formal grouping or entity between the Parties.

Article 5: Acknowledgment and publicity

1. OIV may refer to the collaboration with FAO under this MoU in its internal documents and will seek and receive FAO's written clearance in advance of any other documents, in particular, materials intended to be made public relating to the collaboration with FAO.
2. At or near a time to be mutually agreed upon by the Parties, OIV and FAO may each issue a press release and make public statements regarding their collaboration, the content of which will be subject to the written agreement of the other Party, which will not unreasonably be withheld or delayed. Neither Party will issue any press release or promotional material, hold any press conference or make any public announcement concerning this MoU and/or the relationship of the Parties hereunder, without obtaining the approval of the other Party.
3. In all cases of acknowledgment and publicity of the collaboration under this MoU, the Parties will use neutral language that accurately reflects the actual contribution of each Party.
4. This MoU or information about this MoU may be published on FAO's website after it has entered into force consistent with its policies on transparency, as amended or updated from time to time. OIV may also publish the MoU or information about this MoU on its website after it has entered into force.

Article 6: Use of name and logo

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

Article 7: Confidentiality

1. It is acknowledged that each Party may possess confidential information, including personal data, which is proprietary to it or to third parties collaborating with it. Any information provided by one Party (as the "Disclosing Party") to the other Party (as the "Receiving Party") in the context of this MoU shall be treated by the Receiving Party as confidential and shall only be used by the Receiving Party for the purpose for which it was provided.

2. The Receiving Party shall take all reasonable measures to keep information pursuant to paragraph 1 above confidential and shall only use the information for the purpose for which it was provided. The Receiving Party shall ensure that any persons having access to said information shall be made aware of and be bound by the obligations of the Receiving Party hereunder.
3. Notwithstanding the foregoing, there shall be no obligation of confidentiality or restriction on use where: (i) the information is publicly available, or becomes publicly available otherwise than by action of the Receiving Party; or (ii) the information was already known to the Receiving Party (as evidenced by its written records) prior to its receipt; or (iii) the information was received from a third party not in breach of an obligation of confidentiality owed to the Disclosing Party; or (iv) the Disclosing Party has given its written consent to disclosure to the Receiving Party.

Article 8: Intellectual property rights

Intellectual property rights, in particular copyright, in material such as information, software and designs, made available by the Parties to be used to carry out activities under this MoU shall remain with the originating Party. Appropriate authorizations for use of such materials by the other Party will be addressed in the agreements concluded in accordance with Article 1 (3) above.

Article 9: Responsibility

Each Party will be responsible for dealing with any claims or demands arising out of its actions or omissions, and those of its personnel, in relation to this MoU.

Article 10: Commitment to respect FAO's principles and values

1. OIV agrees to respect FAO's constitutional principles and values and warrants that nothing in its governance or operational activities, or those of its affiliates, is incompatible with FAO's constitutional mandate, principles and policies, or with internationally recognized principles concerning human rights, the environment and anti-corruption as reflected in the United Nations Global Compact Principles.
2. OIV warrants that it has zero tolerance for all forms of sexual wrongdoing and acknowledges that sexual exploitation and abuse and sexual harassment violate human rights and are incompatible with the core values of the United Nations system. OIV confirms that it has in place appropriate and effective mechanisms to prevent and address conduct incompatible with those core values. It undertakes to promptly inform FAO of allegations against its employees and any other persons involved in the implementation of activities in relation to this MoU and which have been found to be credible under OIV's mechanisms.

Article 11: Privileges and immunities and applicable law

1. Nothing in or relating to this MoU or in any document or arrangement relating thereto shall be construed: (i) as a waiver, express or implied, of any of the privileges and immunities of either Party, nor as extending any privileges or immunities of one Party to the other Party, or to its personnel; (ii) as the acceptance by either Party of the applicability of the laws of any country to that Party; or (iii) as the acceptance by either Party of the jurisdiction of the courts of any country.
2. The present MoU and any 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 UNIDROIT General Principles of International Commercial Contracts 2016.

Article 12: Settlement of disputes

Any dispute between the Parties concerning the interpretation and execution of this MoU, 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 two institutions for final resolution.

Article 13: Contacts for correspondence

All correspondence regarding the implementation of this MoU, including notifications made pursuant to this MoU, shall be addressed to:

For FAO:	The Secretary FAO International Treaty on Plant Genetic Resources for Food and Agriculture, Viale delle Terme di Caracalla 1, Rome, 00153, Italy. Email: ITPGRFA-Secretary@fao.org
For OIV:	The Director-General International Organisation of Vine and Wine, 12 Parvis de l'UNESCO, Dijon, France. Email: dgeneral@oiv.int

Article 14: Notification and amendments

1. Each Party shall promptly notify the other in writing of any anticipated or actual material changes that shall affect the execution of this MoU.
2. This MoU may be amended by mutual consent in writing at any time at the request of either Party. Such amendments shall enter into force one (1) month following notifications of consent by both Parties to the requested amendments or on a date otherwise agreed in writing for the amendment to enter into force. If the written mutual consent occurs on two (2) different dates, amendments will take effect on the date of the second notification. Each Party shall give sympathetic consideration to any amendment proposed by the other.

Article 15: Entry into force, duration and termination

1. This MoU shall be signed by the duly authorized representatives of the Parties and shall enter into force upon the date of last signature. It shall remain in force for a period of five (5) years, unless terminated in accordance with the terms of this Article.
2. Subject to satisfactory past implementation, this MoU may be renewed for similar periods thereafter by written agreement between the Parties through an Exchange of Letters.
3. This MoU may be terminated by either Party upon the provision of six (6) months' written notice to the other Party.
4. Upon termination of this MoU, the rights and obligations of the Parties defined under any other legal agreement executed pursuant to this MoU shall cease to be effective.
5. Notwithstanding the foregoing, any termination of this MoU shall be without prejudice to: (i) the orderly completion of any ongoing collaborative activity; and (ii) any other rights and obligations

of the Parties accrued prior to the date of termination under this MoU or any legal agreement executed pursuant to this MoU.

6. The provisions of Articles 7, 8, 11 and 12 shall survive the expiry or termination of this MoU.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties affix their signatures below.