

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS
(FAO)
AND THE
INTERNATIONAL EGG COMMISSION (IEC)

Preamble

Considering that the Food and Agriculture Organization of the United Nations (hereinafter referred to as "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 countries; to secure improvements in the efficiency of production and distribution of food and agricultural products and to contribute toward expanding world economy and ensure humanity's freedom from hunger;

Acknowledging that the International Egg Commission (hereinafter referred to as "IEC"), having been established in 1964, is the only international trade association that represents the interests of egg producers and egg processors internationally, bringing together egg industry leaders from over 60 countries to discuss and address issues of trade, science, and improved relations among nations to strengthen communication between the industries of different countries, to develop and recommend policies affecting the egg industry, and to promote a common global understanding of and confidence in eggs and egg products as the highest quality source of natural protein;

Conscious that the IEC brings together the major actors in the egg industry worldwide;

Bearing in mind that the activities of IEC members have considerable impact on achieving safe and biosecure egg production and the supply of affordable and safe eggs and egg products;

Noting that IEC also has existing cooperation with the World Organization for Animal Health (OIE); and is an Observer to the Codex Alimentarius Commission;

Recognising that FAO and IEC have common global interest in promoting the safe production and supply of eggs and egg products; and

Considering that cooperation between FAO and IEC would mean better access and exchange of information and expertise in the field of egg production and health, with direct

benefit for the services that FAO can provide to its members within the framework of the following Strategic Objectives:

- Increased sustainable livestock production (B)
- Improved quality and safety of food at all stages of the food chain (D)
- Sustainable management of land, water and genetic resources and improved responses to global environmental challenges affecting food and agriculture (F)
- Improved food security and better nutrition (H)
- Increased and more effective public and private investment in agriculture and rural development (L)

The FAO and IEC (hereinafter referred to as "the Parties") have agreed as follows:

Section 1. Purpose of this Memorandum of Understanding

The purpose of this Memorandum of Understanding ("MoU") is to provide a framework for co-operation between FAO and the IEC by consultation, co-ordination of efforts, mutual assistance and joint action in fields of common interest and in accordance with the objectives, principles and mandates of FAO and the IEC.

Section 2. Consultation

FAO and the IEC may consult on matters mentioned in Section 1 that are of mutual interest to them.

Section 3. Exchange of information and documents

FAO and the IEC may arrange for the exchange of information and documents concerning matters of common interest. FAO and IEC shall have free and unrestricted access to all information developed within activities initiated under this MoU.

Section 4. Co-operation and joint action

- 4.1 Whenever desirable, FAO and the IEC may seek each other's co-operation with a view to promoting the development of specific activities in fields of common interest and may, through appropriate channels, conclude agreements for joint action with the aim of attaining objectives of mutual interest.
- 4.2 Possible activities of cooperation between FAO and the IEC and proposed format are specified in Annex 1 to this MoU.

Section 5. Financial Implications

The activities foreseen under this MoU are subject to the availability of staff and financial resources, and the MoU implies no financial commitment by either Party.

Section 6. Intellectual Property Rights

Intellectual property rights, in particular copyright of material such as statistical information, software and maps, made available by FAO or IEC to be used to carry out the activities under this MoU shall remain with the originating Party. Intellectual property rights over materials developed jointly by the Parties shall be addressed in agreements concluded under this MoU.

Section 7. Use of FAO logo

The use of the FAO logo is specifically prohibited without prior written approval from FAO.

Section 8. General Provisions

- 8.1 Neither Party nor its personnel shall communicate to any other person or entity any confidential information made known to it by the other Party in the course of the implementation of activities under this Memorandum of Understanding nor shall it use this information to private or company advantage. This provision shall survive the expiration or termination of this MoU.
- 8.2 Nothing in this MoU or in any document or arrangement relating thereto, shall be construed as constituting a waiver of privileges or immunities of FAO, nor as conferring any privileges or immunities of FAO to the IEC or its personnel.
- 8.3 This MoU and any document or arrangement relating thereto, shall be governed by general principles of law to the exclusion of any national system of law. Such general principles of law shall include the UNIDROIT General Principles of International Commercial Contracts 2010.
- 8.4 Any dispute between the Parties concerning the interpretation and the execution of this MoU, or any document or arrangement relating thereto, shall be settled amicably between the Parties, failing which, it shall, at the request of either Party, be submitted to one conciliator. Should the Parties fail to reach agreement through a single conciliator, each Party shall appoint one conciliator. The conciliation shall be carried out in accordance with the Conciliation Rules of the United Nations Commission on International Trade Law, as at present in force.


Any dispute between the Parties that is unresolved after conciliation shall, at the request of either Party be settled by arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law, as at present in force. Any arbitration award rendered in accordance with the provisions of this Article shall be final and binding on the Parties. The arbitration panel shall not be authorized to award punitive damages.

The Parties may request conciliation during the execution of the MoU and any way not later than twelve months after the expiry or the termination of the MoU. The Parties may

request arbitration not later than ninety days after the termination of the conciliation proceedings.

The conciliation or the arbitration proceedings shall be conducted in the language in which the MoU is drafted provided that it should be one of the five languages of the Organization.

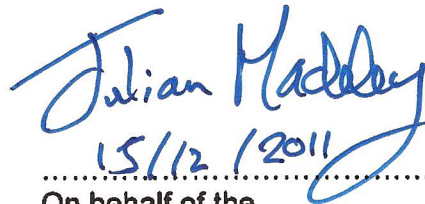
- 8.5 This MoU shall be in effect for a term of three years following its signature by the Parties. It may be renewed by mutual, written agreement of the Parties.
- 8.6 This MoU may be amended by written mutual consent. Each Party will give sympathetic consideration to any amendment proposed by the other.
- 8.7 This MoU may be terminated by either Party upon three-month written notice of termination given to the other Party. In that event, the Parties will agree on measures required for the orderly conclusion of ongoing activities. The termination of this MoU shall not affect financial commitments for the implementation of activities under this MoU made by FAO in good faith prior to notice of termination.



08/12/2011

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Modibo T. Traoré
Assistant Director-General
Agriculture and Consumer Protection
Department

On behalf of the Food and Agriculture
Organization of the United Nations



15/12/2011

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On behalf of the
International Egg Commission

Annex 1 Possible activities of cooperation between FAO and the IEC

As defined in Section 4, specific co-operative agreements or arrangements may be developed in any area of the parties' missions and strategic plans, including, but not limited to poultry feeding; poultry breeding; poultry health and product safety; poultry welfare; marketing; training; information and communications and may include the following:

- A1.1 Sharing of statistical data and information.
- A1.2 Promotion of appropriate codes and best practices for responsible poultry production.
- A1.3 Reciprocal invitations to meetings on technical or policy matters of mutual interest.
- A1.4 Support to less developed countries and countries with emerging economies in improving and expanding egg production to feed a constantly growing population.
- A1.5 Promoting egg consumption in less developed countries and countries with emerging economies where this could address nutritional deficits.
- A1.6 Identification of experts with an interest in being considered for inclusion in FAO technical consultants and/or expert rosters. Final selection of experts and consultants would be according to FAO rules and procedures outlined in the FAO/WHO Framework for the Provision of Scientific Advice (<ftp://ftp.fao.org/docrep/fao/010/a1296e/a1296e00.pdf>), including Declarations of Interest, and expressions of possible Conflict of Interests.
- A1.7 Provision of comments, feedback and inputs in developing and reviewing documents, papers, reports and project proposals on various matters related to egg production and egg supply, according to FAO rules and procedures, as outlined in the FAO/WHO Framework for the Provision of Scientific Advice (<ftp://ftp.fao.org/docrep/fao/010/a1296e/a1296e00.pdf>)
- A 1.8 Availability to assist in the organization and implementation of conferences, seminars, training workshops, webinars, and technical meetings on matters related to egg production and egg supply, according to the availability of funds and to FAO rules and procedures, as outlined in the FAO/WHO Framework for the Provision of Scientific Advice (<ftp://ftp.fao.org/docrep/fao/010/a1296e/a1296e00.pdf>)
- A1.9 Providing data / inputs on specific technical issues of mutual interest, such as life cycle analysis.

A1.9 Supporting technical activities to ensure the safety of egg and egg products. These could include:

- Facilitating access to industry data to serve as a basis for the provision of technical advice
- Facilitating access to expertise to develop and/or support implementation at national/local level of science based technical guidance

The undertaking of specific activities shall be governed by special agreements or arrangements, negotiated on a case by case basis, between FAO and the International Egg Commission, with the aim of attaining objectives of mutual interest.

These agreements or arrangements shall define the manner and extend of participation by each Party and shall specify the financial commitment, if any, that each is to assume. These agreements or arrangements shall set forth:

- Purpose and objectives,
 - Means of action,
 - Obligations of each party,
 - Arrangements on intellectual property rights
 - Contributions (technical, financial, human resources, and others) of each party,
 - Budget, including costs of technical supervision and institutional support and
 - Performance indicators, monitoring and evaluation plan and results reporting.
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