



Food and Agriculture
Organization of the
United Nations

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE ASSOCIATION OF SOUTHEAST ASIAN
NATIONS MEMBER STATES
AND
THE FOOD AND AGRICULTURE ORGANIZATION
OF THE UNITED NATIONS
ON
STRENGTHENING COOPERATION IN
AGRICULTURE AND FORESTRY**

The Governments of Brunei Darussalam, the Kingdom of Cambodia, the Republic of Indonesia, the Lao People's Democratic Republic, Malaysia, the Republic of the Union of Myanmar, the Republic of the Philippines, the Republic of Singapore, the Kingdom of Thailand and the Socialist Republic of Viet Nam, Member States of the Association of Southeast Asian Nations (ASEAN) (hereinafter referred to individually as "ASEAN Member State" or collectively as "ASEAN Member States" of the one Party, and the Food and Agriculture Organization of the United Nations (hereinafter referred to as "FAO") of the other Party;

CONSIDERING that FAO is a specialised agency of the United Nations with a mandate to eliminate hunger food insecurity and malnutrition, make agriculture, forestry and fisheries more productive and sustainable, reduce poverty, enable inclusive and efficient agricultural food systems and increase the resilience of livelihoods to threats and crises;

CONSIDERING that the objectives of ASEAN include the maintenance and enhancement of peace, security and stability in the region; the alleviation of poverty and narrowing the development gap within the ASEAN Member States and the enhancement of well-being and livelihood of the peoples of ASEAN;

BEING mindful of their common interest in supporting the efforts of ASEAN Member States to promote regional cooperation, achieve the Sustainable Development Goals and global priorities, attain food security for all within the framework of sustainable agricultural development, and address the struggle against hunger and malnutrition;

HAVE REACHED the following understandings:

SECTION I OBJECTIVES

1. The objective of this Memorandum of Understanding (hereinafter referred to as "MOU") is to strengthen the collaboration between ASEAN Member States and FAO in the fields of agriculture¹, food security, nutrition, food safety, and in the context of food and agricultural sectors, sustainable natural resource management, climate change response, biodiversity conservation, poverty reduction and rural development, through consultation, coordination of efforts, contribution to sustainable development goals, mutual assistance and joint action, in accordance with the objectives and principles of ASEAN and FAO.

¹ For the purpose of this MOU, the term *agriculture* shall include fisheries, forestry and livestock.

2. In particular, the objectives of this MOU are as follows:
 - a) to provide ASEAN Member States with greater access to information services, knowledge products, technical networks and other programmes offered by FAO;
 - b) to increase technical assistance in the fields of agriculture, food security, nutrition and food safety in order to promote development activities in those fields;
 - c) to enhance technical assistance to improve capacity to combat illegal, unreported and unregulated (IUU) fishing; and
 - d) to enhance and strengthen existing cooperation between ASEAN Member States and FAO.

SECTION II CONSULTATION

ASEAN Member States and FAO shall consult on all matters mentioned in Section I that are of mutual interest to them collectively.

SECTION III PARTICIPATION OF PARTIES

1. FAO may be invited, in accordance with the rules, procedures and practices of ASEAN, to be represented at and participate in conferences and other ASEAN meetings which deal with subject matters falling within the competence, activities and expertise of FAO.
2. ASEAN Member States may be invited, in accordance with

the applicable rules, decisions and practices of the competent FAO bodies to send observers to FAO meetings and participate in debates on subject matters falling within ASEAN's fields of interest. Any voting rights of ASEAN Member States shall be determined in accordance with the applicable rules of FAO.

SECTION IV EXCHANGE OF INFORMATION AND DOCUMENTS

ASEAN Member States and FAO shall, subject to the laws of each ASEAN Member State and in accordance with the mandate, policies and procedures of FAO respectively, and so far as practicable, promote the exchange of information and documents concerning matters of common interest.

SECTION V TECHNICAL COOPERATION AND JOINT ACTION

1. Whenever desirable, ASEAN Member States and FAO may seek each other's technical cooperation with a view to promote the development of activities in the fields of common interest as stated under Section I of this MOU.
2. In order to implement this MOU, ASEAN Member States and FAO may, through their competent organs or appropriate channels, conclude special agreements and/or arrangements for joint actions with the aim of attaining mutual objectives.
3. The financial arrangements to cover expenses for the activities undertaken within the framework of this MOU shall be mutually agreed upon by ASEAN Member States and FAO on a case-by-case basis subject to the availability of funds.

4. The activities under this MOU shall be subject to the availability of staff and financial resources.

SECTION VI CONTACTS

1. ASEAN Member States and FAO hereby designates its point of contact with overall responsibility for implementing this MOU. ASEAN Member States and FAO may, by written notice to the other Party, designate additional or different points of contact but ASEAN Member States and FAO expect to have only one point of contact at a time designated as the office with overall responsibility for all activities undertaken pursuant to this MOU.

For ASEAN Member States:

Deputy Secretary-General of ASEAN
for the ASEAN Economic Community
ASEAN Economic Community Department
ASEAN Secretariat
Jakarta, Indonesia
Tel: (62 21) 724 3372

For the FAO:

Assistant Director-General/Regional Representative
for Asia and the Pacific
FAO Regional Office for Asia and the Pacific
Bangkok, Thailand
Tel: (66) 2 697 4310
E-mail: rap-adg@fao.org

2. Any notice or request required to be given or made under this MOU shall be in writing. Such notice or request shall be deemed to have been duly given or made when it has been delivered by hand, email, cable, telefax and/or postal mail to the

Party to which it is required to be given or made at the address specified above or such other address as either Party may hereafter notify in writing to the other Party.

SECTION VII PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

1. The intellectual property rights in respect of any technological development, services development, products or other materials developed, and of any research results obtained:

- a) jointly by ASEAN Member States and FAO under this MOU shall be jointly owned by ASEAN Member States and FAO in accordance with the terms to be mutually agreed upon; and
- b) solely and separately by a Party under this MOU, shall be solely owned by the Party concerned.

2. This Section shall remain valid between them notwithstanding the termination of this MOU.

SECTION VIII USE OF LOGO, NAME AND EMBLEM

1. The use of the name, logo and/or official emblem of ASEAN or FAO on any publication, document and/or paper, or in any other document, annex, or arrangement related thereto, for the purposes of this MOU is prohibited without the prior written approval of the Party concerned.

2. This Section shall remain valid between the Parties notwithstanding the termination of this MOU.

SECTION IX CONFIDENTIALITY

1. Each ASEAN Member State and FAO shall undertake to observe the confidentiality and secrecy of documents, information and/or other data received from or supplied to any other Party during the period of the implementation of this MOU or any other agreements made pursuant to this MOU.
2. This Section shall remain valid between the Parties notwithstanding the termination of this MOU.

SECTION X PRIVILEGES AND IMMUNITIES

Nothing in this MOU or in any other document or arrangement related thereto shall be construed as constituting a waiver of privileges or immunities granted to FAO by relevant ASEAN Member States, nor as extending any privileges or immunities of FAO to the ASEAN Member States or their personnel. This Section shall remain valid between the Parties notwithstanding the termination of this MOU.

SECTION XI APPLICABLE LAW

1. The interpretation and implementation of the present MOU and any document or arrangement relating thereto shall be governed by principles of international law.
2. This Section shall remain valid between the Parties notwithstanding the termination of this MOU.

SECTION XII SUSPENSION

Each ASEAN Member State reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this MOU which suspension shall take effect immediately after notification has been given to FAO through diplomatic channels or the ASEAN Secretariat.

SECTION XIII SETTLEMENT OF DISPUTES

Any difference or dispute between ASEAN Member States and FAO concerning the interpretation and/or implementation and/or application of this MOU, and any document or arrangement entered into under or pursuant to this MOU, shall be settled amicably through mutual consultations and/or negotiations between ASEAN Member States and FAO through diplomatic channels, without reference to any third party or international tribunal.

SECTION XIV REVISION, MODIFICATION AND AMENDMENT

1. Either ASEAN Member States or FAO may request in writing a revision, modification or amendment of all or any part of this MOU.
2. Any revision, modification or amendment mutually agreed to by ASEAN Member States and FAO shall be in writing and shall form part of this MOU.

3. Such revision, modification or amendment shall come into effect on such date as may be determined by ASEAN Member States and FAO.

4. Any revision, modification or amendment shall not prejudice the rights and obligations arising from or based on this MOU before or up to the date of such revision, modification or amendment.

SECTION XV EFFECTIVE DATE, DURATION AND TERMINATION

1. This MOU shall come into effect on the date on which it is signed by authorised representatives of ASEAN Member States and FAO. It shall remain effective for an initial period of five (5) years, and shall be extended for further periods of five (5) years each, subject to the mutual written agreement of ASEAN Member States and FAO.

2. This MOU may be terminated by either ASEAN Member States or FAO, by providing six (6) months written notice to the other Party of the intention to terminate this MOU. In that event, the Parties will agree on any measures that may be required for the orderly conclusion of ongoing activities.

IN WITNESS WHEREOF the undersigned, being duly authorised by the respective Governments of ASEAN Member States and FAO thereto, have signed the present MOU.

DONE at Ha Noi, Viet Nam, this Twelfth Day of October in the Year Two Thousand and Eighteen, in two original copies in the English language.