Memorandum of Understanding

on

The Partnership

Between

The Southern African Development Community

(SADC)

and

The United Nations World Food Programme

(WFP)

March 2012
MOU on Partnership Between SADC and WFP

MEMORANDUM OF UNDERSTANDING ON THE PARTNERSHIP BETWEEN
THE SOUTHERN AFRICAN DEVELOPMENT COMMUNITY (SADC)
AND
THE UNITED NATIONS WORLD FOOD PROGRAMME (WFP)
(Hereinafter referred to as the Parties)

Taking into account the Cooperation Agreements signed between the World Food Program (WFP) and the African Union Commission (AUC) in April 2007 and the Memorandum of Understanding signed with the New Partnership for Africa’s Development (NEPAD) in 2003, which call upon the international partners to work very closely with the Regional Economic Communities (RECs) to foster economic development of the continent;

Recognizing the importance of the SADC Region to WFP – one of WFP’s largest procurement hubs where WFP procured locally and regionally more than one billion dollars in food over the last eight years, supporting economic and market development;

Mindful of WFP’s strategic shift from traditional food aid to a food assistance agency that focuses on providing innovative, sustainable food security and nutrition solutions in partnership with governments;

Acknowledging SADC’s main goal to achieve sustainable development through enhanced regional integration, institutional capacity building and developing partnerships, and its leadership and technical expertise in policy coordination, sectoral cooperation and market integration;

Noting the synergies of a joint partnership between the two Parties that combines respective technical expertise and strategic leadership in a collaborative manner to enhance food security, build resilience, and reduce malnutrition amongst the most vulnerable;
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Noting similar strategic objectives in the mandates of the two Parties and the value of establishing a collaborative mechanism to influence policies and to stimulate initiatives that address food security and malnutrition in the Region;

SADC and WFP have agreed to develop and sign this Memorandum of Understanding (MoU).

ARTICLE 1
PURPOSE OF THE MEMORANDUM OF UNDERSTANDING

1.1. The purpose of this MoU is to develop, promote and strengthen bilateral co-operation between the Parties through the development of technical cooperation which will make significant contributions to improved food and nutrition security in the Region.

ARTICLE 2
DEFINITION

2.1. For the purpose of this MoU, the terms set out below have the assigned meanings unless the context requires otherwise.

2.1.1. Partnership is defined as relationships between two organizations that is characterized by mutual cooperation, trust and responsibilities, and is oriented to the achievement of mutually agreed results. It shall not in any way imply a partnership in the legal sense of the word.

2.1.2. SADC refers to the Southern African Development Community established under the 1992 Treaty Establishing the Southern African Development Community as amended,

2.1.3. Member State refers to Member States of SADC.

2.1.4. The Secretariat refers to the Secretariat of SADC located at the SADC Headquarters, Plot No. 54385, Central Business District, Gaborone, Botswana.
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2.1.5. Region refers to areas covered by Member States of SADC.

2.1.6. WFP refers to the United Nations World Food Programme, an autonomous joint subsidiary Programme of the United Nations and Food Agriculture Organization (FAO), whose Headquarters is in Rome, Italy.

2.1.7. Parties refers to SADC, represented by the SADC Secretariat, and WFP.

2.1.8. Country Offices refer to WFP offices in each Member State of SADC.

2.1.9. National SADC Focal Points are the offices designated by the Member States of SADC for the coordination of their respective affairs with Member States and the SADC Secretariat.

ARTICLE 3
PARTNERSHIP

3.1. Taking into account the nature of food insecurity in the Region, the strength of joint efforts to enhance joint capacities, and considering the opportunity to improve food security and nutrition with innovative initiatives, SADC, represented by the SADC Secretariat and WFP, through this MoU, set forth their mutual intention and agree to establish a partnership with the aim of collaborating to contribute to the efforts of eradicating food insecurity in the Region.

3.2. The engagement of Member States of SADC with WFP is not limited to the provision of this MoU. This MoU therefore is not exclusive as regards WFP's relationship with Member States and will re-enforce or complement activities by WFP in each Member State.

3.3. The Parties acknowledge that food and nutrition security have a multi-sectoral dimension. They require the involvement of various key partners including the UN Organizations, bilateral and multi-lateral donors, non-governmental organizations, regional organizations, the civil society organizations and the private sector. The initiatives must be government led and involve
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the integration of strategies, programs and plans of the previously mentioned actors in the implementation of the MoU.

3.4. The Parties further agree to collaborate on other existing specific sectoral thematic technical areas and forums such as:

3.4.1 Southern African Regional Climate Outlook Forum (SARCOF);

3.4.2 Regional Food Security Assessment and Early Warning Information Sharing Forum led by the SADC Agricultural Information Management System (AIMS);

3.4.3 Regional Market and Price Information Exchange;

3.4.4 Regional Health and Nutrition and HIV/AIDS Forum;

3.4.5 Regional Social Protection Forum.

ARTICLE 4
OBJECTIVES OF THE PARTNERSHIP

4.1. The objective of this partnership is to improve food and nutrition security and ensure long-term solutions to this challenge in the SADC Region together with Member States and other partners.

ARTICLE 5
DECLARATION OF COMMITMENT

5.1. The Parties hereby declare and agree to commit themselves to work together in partnership and integrate their efforts to address food insecurity and ensure long-term solutions to the challenge of improving food and nutrition security in the Region in general, and to implement this MoU in particular.
5.2. SADC and WFP commit themselves to implement the provisions of this MoU in accordance with the principles of subsidiarity and the Paris Declaration on Aid Effectiveness in which their role shall not be to take over the functions of Member States but to promote coordination, advocacy, awareness creation, initiation of partnerships and networks, sharing of experiences, information exchange and regional consensus on pertinent issues to achieve enhanced synergy and economies of scale.

5.3. The Parties commit to support each other pro-actively and effectively in accordance with the mutual agreements signed with NEPAD and AUC, including the food security and livelihood protection, market development, school feeding and basic education, nutrition, mother and child health, HIV/AIDS, vulnerability analysis, emergency needs assessment, contingency planning, disaster risk reduction, emergency preparedness and response, and national and regional capacity building.

5.4. The Parties commit to mobilize their resources, skills and knowledge and work together, to contribute to the global efforts to swiftly address food crises and improve food and nutrition security in the Region.

5.5. The Parties commit to facilitating a more prominent role for SADC in issues related to food and nutrition security, and humanitarian affairs, and WFP will provide its technical capacity to help fulfill this role.

5.6. The commitments described in this Article are of a political, not legal character, and their exercise shall at all times be subject to the internal legal framework applicable to each party.
ARTICLE 6
CORE AREAS OF COOPERATION AND PARTNERSHIP

6.1. This MoU provides guidance for a partnership between SADC and WFP to develop joint initiatives and activities in order to promote joint action and implement food and nutrition security interventions by Member States and WFP Country Offices in SADC Member States.

6.2. Considering the Hyogo framework, and the erratic climate in the Region, the Parties hereby recognize the need to expand the partnership and establish a comprehensive and broad based Regional Disaster Risk Reduction Consultative Forum and encourage others to be members of the forum.

6.3. By joining efforts, SADC and WFP shall address the following six core areas of cooperation within the scope of the objective articulated in Article 4:

6.3.1 Harmonization and standardization of policies, strategies and programs;

6.3.2 Climate change and adaptation;

6.3.3 Improving food and nutrition security and disaster risk management;

6.3.4 Market development;

6.3.5 Promoting information exchange and experience sharing;

6.3.6 Capacity development.

6.4. Technical Agreements will be signed between SADC Secretariat with respect to the programmes and projects relevant to the respective SADC Secretariat Directorates or Units and WFP's Divisions or Units within the agreed global framework.
6.5. The Parties further agree to support and complement the implementation of WFP's MoU signed with AU and NEPAD.

ARTICLE 7
TECHNICAL AGREEMENTS

7.1. This MoU serves as a framework for cooperation between the Parties and may be supplemented by a series of Technical Agreements, which shall specify the terms of collaboration regarding specific activities as agreed by the Parties.

7.2. The conclusion of such Technical Agreements will be subject to the availability of funds and shall be concluded in accordance with each Party's interests and needs, respective rules, regulations and established policies, practices and procedures. The Technical Agreements shall be reviewed periodically, on a regular basis, as agreed by the Parties.

7.3. Unless the Parties specifically agree otherwise, any Technical Agreements concluded under the framework of this MoU shall automatically terminate if this MOU is terminated, provided that the Parties shall cooperate so that any joint activities shall be brought to an orderly conclusion.

ARTICLE 8
MODIFICATION AND TERMINATION

8.1. This MoU may be amended, modified or revised by the mutual consent of both Parties.

8.2. Either Party may terminate this MoU by giving the other Party one month written notice.
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ARTICLE 9
ENTRY INTO FORCE

9.1. This MoU shall enter into force on the date of its last signature by the duly authorized representative of either of the Parties. The MoU shall continue in effect for a period of five years commencing from the Date of Entry into Force, unless modified by the mutual consent of the Parties or terminated on notice from either Party.

IN WITNESS WHEREOF, WE, the undersigned, being duly authorized thereto by their respective organizations, have signed this Memorandum of Understanding in three originals in the English language, all texts being equally authentic.

SIGNED ON BEHALF OF WFP:  

(Signature)  
NAME: Ms. Ertharin Cousin  
POSITION: Executive Director  
ADDRESS: World Food Programme,  
Via CesareGiulio Viola,  
68/70 Parco de' Medici,  
00148 Rome,  
Italy.  

DATED: 25 May 2012  

SIGNED ON BEHALF OF SADC:  

(Signature)  
NAME: Dr. Augusto Tomaz Salomão  
POSITION: Executive Secretary  
ADDRESS: SADC Secretariat,  
SADC Headquarters,  
Plot No. 54385,  
Central Business District,  
Private Bag 0095,  
Gaborone,  
Botswana.  

DATED: 25 May 2012