

Acuerdos Bilaterales

Clasificación: 74-2004

Fecha de Ingreso: 31 de agosto de 2004

Nombre de Acuerdo: Letter of Agreement between the General Secretariat of the Organization of American States Unit for Sustainable Development and Environment and the Food and Agriculture Organization of the United Nations

Materia: Donaciones

Partes: SG/OEA y Food and Agriculture Organization of the United Nations

Referencia: FAO

Fecha de Firma: 28 de mayo de 2004

Fecha de Inicio: 28 de mayo de 2004

Fecha de Terminación:

Lugar de Firma:

Unidad Encargada: Unidad para el Desarrollo Sostenible y el Medio Ambiente

Persona Encargada:

Original:

Claves:

Cierre del proceso:



粮食及
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ORGANIZATION
OF THE
UNITED NATIONS

UNIES POUR
L'ALIMENTATION
ET L'AGRICULTURE

DE LAS NACIONES
UNIDAS PARA
LA AGRICULTURA
Y LA ALIMENTACION

والزراعة
للأمم
المتحدة

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Our Ref.: **RA 42/1 PE 4/173**— General Secretariat of the Organization of American States
Unit for Sustainable Development and Environment (OAS-USDE)

Your Ref.:

19 MAY 2004

Dear Mr Gaviria,

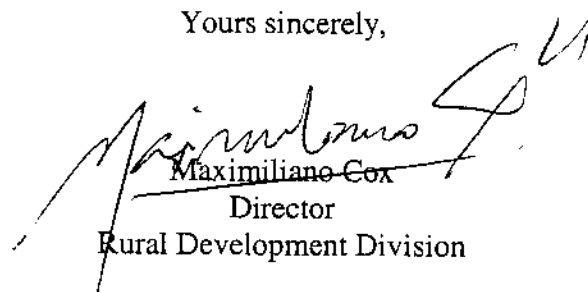
Letter of Agreement

Please find enclosed two copies of the Letter of Agreement between the General Secretariat of the Organization of American States Unit for Sustainable Development and Environment and FAO in support of a study on the development of land tenure databases in Latin America.

I would be grateful if you could sign the two copies in the appropriate space. One copy is for your retention, the other should be returned to us as soon as possible.

Once we have received the signed document we will proceed with disbursing the first payment as stipulated in the Letter of Agreement. We look forward to collaborating with you towards the successful implementation of this initiative.

Yours sincerely,



Maximiliano Cox
Director
Rural Development Division

Mr. Cesar Gaviria
Secretary General
General Secretariat of the OAS
Unit for Sustainable Development and Environment
1889 F. St. N.W.
General Services Building, office 616
Washington D.C., 20006
USA



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Unit for Sustainable Development and Environment (OAS-USDE)

19 MAY 2004

LETTER OF AGREEMENT

Provision of funds from the Food and Agriculture
Organization of the United Nations to the

General Secretariat of the Organization American States
Unit for Sustainable Development and Environment
(OAS-USDE)
Washington, DC, USA
(PR 29368)

1. Introduction

The Food and Agriculture Organization of the United Nations (hereinafter referred to as "FAO"), will make available to the General Secretariat of the Organization of American States through its Unit for Sustainable Development and Environment (hereinafter referred to as "Recipient Organization") a financial contribution in the amount of US\$ 10,000 (Ten Thousand US Dollars), in support of a study on the development of land tenure databases in Latin America.

2. Purpose

- a) The activities for which the funds provided by FAO under this Agreement shall be used are the following:
- i) Identify how and why the collection of selected land tenure data by countries (or selected countries) in Latin America can be valuable to policy-makers;
 - ii) Review and assess the current status of collection of land tenure data, as well as the current and potential institutional homes for it, in selected countries in Latin America, and identify countries that could be usefully used in case studies in future work;
 - iii) Identify the main issues that should be considered by countries in Latin America that wish to improve the collection of land tenure data;
 - iv) Suggest possible approaches and activities that might be carried out during 2004-05 to assist countries in improving their collection of land tenure data.

(hereinafter referred to as the "project").

- b) The background, the terms of reference, the inputs to be provided by the Recipient Organization and FAO, if any, the budget of the project and the identification of the Monitoring/Certifying Officer are given in detail in the attached Annex which constitutes an integral part of this Agreement.

3. General Conditions

- a) Funds provided by FAO under this Agreement are to be used by the Recipient Organization exclusively in support of the project.
- b) The Recipient Organization will be responsible for the organization and conduct of the project. FAO will not be held responsible for any accident, illness, loss or damage which may occur during the implementation of the project.
- c) The use of the official emblem and name of FAO on any publication, document or paper is specifically prohibited without prior written approval from FAO.
- d) All intellectual property rights (including copyright) in the work to be performed under this Agreement shall be vested in FAO, including, without any limitations, the right to use, publish, translate, sell or distribute, privately or publicly, any item or part thereof. Neither the Recipient Organization nor its personnel shall communicate to any other person or entity any confidential information made known to it by FAO in the course of the performance of its obligations under the terms of this Agreement nor shall it use this information to private or company advantage. This provision shall survive the expiration or termination of this Agreement.
- e) The personnel assigned by the Recipient Organization to the organization and running of the project shall not be considered as staff members of FAO and shall not be entitled to any privilege, immunity, compensation or reimbursement by FAO. Neither the Recipient Organization nor its personnel shall be allowed to incur any commitment or expense on behalf of FAO. Nothing in this Agreement or in any document relating thereto, shall be construed as constituting a waiver of privileges or immunities of FAO, nor as conferring any privileges or immunities of FAO on the Recipient Organization or its personnel.
- f) The present Agreement shall be governed by general principles of law, to the exclusion of any single national system of law.
- g) If, after meeting the costs of the project, there are unexpended funds under this Agreement, the Recipient Organization shall return such unexpended funds to FAO.
- h) FAO shall have the right to terminate this Agreement, by written notice to this effect, if it considers that the continued implementation of the Agreement is impossible or impractical:
 - a) for unforeseen causes beyond the control of FAO;
 - b) in the event of a default or delay on the part of the Recipient Organization.
- i) In the event of the Recipient Organization's non-compliance or partial compliance with the terms of this Agreement, it will refund to FAO any payment already received in respect of activities that have not been performed by the Recipient Organization to a standard considered acceptable to FAO.
- j) In the event of termination by FAO for unforeseen causes beyond its control, FAO shall complete all payments which may be due up to the effective date of termination.

4. Reporting

- a) The Recipient Organization shall submit to Mr Maximiliano Cox, Director, Rural Development Division, a medium-term progress report not later than 30 June 2004.
- b) The Recipient Organization shall submit to Mr Maximiliano Cox, Director, Rural Development Division, an itemized "statement of expenditures" (certified by the Chief Accountant or similar officer of the Recipient Organization) prior to receiving final payment for the services performed.
- c) The Recipient Organization shall submit to Mr Maximiliano Cox, Director, Rural Development Division, a final report no later than 31 August 2004.
- d) The Recipient Organization shall submit to Mr. Maximiliano Cox, Director, Rural Development Division, a final audited statement of accounts showing the utilization of funds determined under this Agreement certified as to its correctness by the officer responsible for maintaining them. FAO shall have the right to request certified copies for review of any relevant records.

5. Terms of Payment

- a) For the execution of the project under this Agreement, FAO will make a financial contribution of US\$ 10,000. The payments will be made as follows:
 - i) US\$ 3,000 upon signature of the present Agreement;
 - ii) US\$ 5,000 upon acceptance by FAO of the medium-term progress report mentioned under paragraph 4a) above;
 - iii) US\$ 2,000 upon acceptance by FAO of the statement of expenditures and the report mentioned under paragraphs 4b) and 4c) above.
- b) The above amounts will be paid in the currency stated above.
- c) The sum stipulated in paragraph 5a) above represents the full amount to be paid by FAO for all services and activities to be provided by the Recipient Organization under this Agreement.
- d) FAO will make the above-mentioned payments in accordance with the banking instructions provided below by the Recipient Organization.

6. Settlement of disputes

Any dispute between FAO and the Recipient Organization arising out of the interpretation or execution of this Agreement shall be settled by mutual agreement. If FAO and the Recipient Organization are unable to reach agreement on any question in dispute or on a mode of settlement other than arbitration, either party shall have the right to request arbitration in accordance with the

Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL), as at present in force. FAO and the Recipient Organization agree to be bound by any arbitration award rendered in accordance with the above, as the final adjudication of any such dispute.

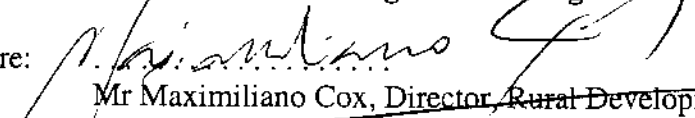
7. Amendments

Any amendment to this Agreement shall be effected only on the basis of written mutual consent by the Parties.

8. Entry into force

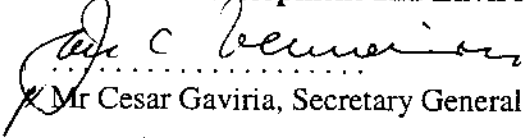
- a) The present Agreement will enter into force upon signature by both Parties.
- b) The Recipient Organization must sign two copies of this Agreement and return one to Mr Maximiliano Cox, Director, Rural Development Division.

Signed on behalf of the Food and Agriculture Organization of the United Nations:

Signature: 
Mr Maximiliano Cox, Director, Rural Development Division

Date: 17/5/2004

Signed on behalf of the General Secretariat of the Organization of American States, through its Unit for Sustainable Development and Environment:

Signature: 
Mr Cesar Gaviria, Secretary General

Date: 28/5/2004

Detailed Banking Instructions:

Account Holder: **General Secretariat of the Organization of American States-Unit for Sustainable Development and Environment**

(Reference: FAO Land Tenure Databases, SDU-ES/038 USDE)

Bank name: **Bank of America**

Bank address: **730, 15th Street, N.W. Washington, DC 20005-1012, USA**

Account Number: **002080125354**

ABA/Routing Number: **0260-0959-3**

ANNEX 1

Terms of Agreement

1. Background

The Land Tenure Service of the Food and Agriculture Organization has undertaken several activities in recent years to support Member Nations in their development and construction of databases on land tenure.¹ Land tenure is in the core of the rural economy and data on land tenure is central to agricultural statistics. Data are collected in many countries through:

- agricultural censuses
- surveys of farm holdings
- land and lease market surveys
- farm enterprise and tax registers
- registers of leases or tenants
- land use information systems
- land consolidation projects
- cadastres, and land registries and taxation records
- food security systems.

However, data from these sources are often difficult to integrate and they are not used in holistic analyses of rural phenomena. Such poor data interoperability may be avoided by careful design of land tenure databases. Databases on land tenure can allow policy makers to:

- keep track of the dynamics of land tenure
- identify and quantify emerging issues
- formulate effective development policies
- plan actions for mitigation of adverse trends
- monitor and evaluate the current policies.

The Land Tenure Service has been working initially with countries in Eastern Europe to improve their collection of land tenure data. This work has been framed in the context of accession to the European Union and has addressed the EU requirements for collecting land tenure data, and the opportunities and challenges for Eastern European countries to improve their land tenure databases. The work in Europe continues with focus on Balkans and their readiness to meet EU requirements.

The Land Tenure Service has now expanded the coverage of this work and during 2004-05 it will address issues related to the development of land tenure databases in Latin America, Asia and Africa. In the case of Latin America, there is a need for a preparatory framework paper to guide the work to be carried out during 2004-2005. A parallel paper has just been completed of Asia and case studies will follow in due course.

¹ For the purposes of this work, land tenure in rural and peri-rural areas should be taken to include tenure of both agricultural and forestry land.

2. Terms of Reference

2.1 Description of Activities

- Identify how and why the collection of selected land tenure data by countries (or selected countries) in Latin America can be valuable to policy-makers;
- Review and assess the current status of collection of land tenure data, as well as the current and potential institutional homes for it, in selected countries in Latin America, and identify countries that could be usefully used in case studies in future work;
- Identify the main issues that should be considered by countries in Latin America that wish to improve the collection of land tenure data;
- Suggest possible approaches and activities that might be carried out during 2004-05 that will assist countries in improving their collection of land tenure data.

2.2 Definition of Outputs

An analytical paper in English with Summary and Conclusions also in Spanish, not exceeding 50 pages, that identifies issues related to the development of land tenure databases in countries in Latin America, in particular:

- How and why the collection of land tenure data could be useful to policy-makers
- Issues related to the current collection of land tenure data by countries, with special reference to countries with good systems for collection
- Issues to be considered by countries wishing to improve their collection of land tenure data
- Suggestions for future work with at least two specific case study proposals.

The digital version of documents shall be submitted in "Word" format.

2.3 Duration and Timing

The present Agreement should not exceed 3 months from signature on both parties.

2.4 Monitoring and Progress Reporting

- The medium-term report shall be submitted not later than 30 June 2004.
- The final report shall be submitted not later than 31 August 2004.
- Comments regarding the products will be provided in two weeks upon receiving the medium term progress report and the final report.

3. Budget (in US Dollars)

Study on the development of land tenure databases in Latin America:

a) Hiring by RO of temporary staff or services	US\$ 7,000
b) Purchase of essential supplies and materials	US\$ 1,100
c) RO's Headquarter's personnel	US\$ 1,000
e) Utilisation of existing RO facilities/equipment and other costs	<u>US\$ 900</u>
TOTAL:	US\$ 10,000

4. Monitoring/Certifying Officer

Mr Mika Törhönen, Land Tenure Officer, Rural Development Division, will monitor the proper implementation of the Agreement and will certify to the disbursing officer that the terms of the Agreement have been satisfactorily met and that appropriate payments can be made.