



#### MEMORANDUM OF UNDERSTANDING

#### CONCERNING

#### COOPERATION

#### BETWEEN

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

#### AND

## THE UNITED NATIONS ENVIRONMENT PROGRAMME (UNEP)

WHEREAS the Food and Agriculture Organization of the United Nations, a specialized agency of the United Nations (hereinafter referred to as "FAO"), is the leading organization within the United Nations system in the field of food and agriculture, and works towards the achievement of its Vision of a world free from hunger and malnutrition where food and agriculture contribute to improving the living standards of all, especially the poorest, in an economically, socially and environmentally sustainable manner;

WHEREAS the FAO Conference, at its 38<sup>th</sup> Session, held in Rome from 15-22 June 2013, approved five Strategic Objectives (set forth in the Annex hereto), which will be the main areas of work in which FAO will concentrate its efforts in striving to achieve its Vision and the following Global Goals: the eradication of hunger; food insecurity and malnutrition; progressively ensuring a world in which people at all times have sufficient safe and nutritious food that meets their dietary needs and food preferences for an active and healthy life; the elimination of poverty and the driving forward of economic and social progress for all, with increased food production, enhanced rural development and sustainable livelihoods; and the sustainable management and utilization of natural resources, including land, water, air, climate and genetic resources for the benefit of present and future generations;

WHEREAS the United Nations Environment Programme, a subsidiary organ of the United Nations General Assembly (hereinafter referred to as "UNEP"), is the leading environmental authority that sets the global environmental agenda, that promotes the coherent implementation of the environmental dimension of sustainable development within the United Nations system and that serves as an authoritative advocate for the global environment and has the mission to provide leadership and encourage partnership in caring for the environment by inspiring, informing, and enabling nations and peoples to improve their quality of life without compromising that of future generations;

WHEREAS the UNEP Governing Council, at its 27<sup>th</sup> session, held in Nairobi from 18–22 February 2013, approved the medium-term strategy for the period 2014–2017, which identifies UNEP's vision, objectives and priorities in seven focus areas for the organization (set forth in the Annex hereto): climate change; disasters and conflicts; ecosystem management; environmental governance; chemicals and waste; resource efficiency; and environment under review;

**WHEREAS** FAO and UNEP share common goals and objectives and recognize the importance of undertaking concerted and co-ordinated programmes to further these common goals and objectives, based on the reciprocal recognition of each Party's role and responsibilities;

WHEREAS, on 13 July 1977, FAO and UNEP signed a Memorandum of Understanding (hereinafter the "1977 Memorandum of Understanding") to define the principles and areas of cooperation between them and the arrangements to be made for this purpose in the light of experience gained as a result of practical cooperation already established;

WHEREAS FAO and UNEP, in the context of their respective mandates and strategic frameworks, wish to continue the successful cooperation that exists between them and have identified strategic areas of common interest in which to strengthen their collaboration while, at the same time, facilitating ongoing projects in support of broader objectives;

WHEREAS FAO and UNEP, as a follow up to the implementation of the outcome document of the United Nations Conference on Sustainable Development "The Future We Want", wish to collaborate in pursuing focused and coherent action on, and contribute to the achievement of, sustainable development, in the context of an integrated post 2015 development agenda including Sustainable Development Goals (SDGs);

**NOW THEREFORE** FAO and UNEP (hereinafter jointly referred to as the "Parties") have agreed as follows:

## Article I: Objectives

- 1. The purpose of this Memorandum of Understanding (hereinafter "MOU") is to provide a framework for strategic collaboration between the Parties in the areas of common interest that are defined in this Article.
- 2. The following overarching areas shall be the priorities in the enhanced collaboration between the Parties, as further elaborated in the Annex to this MOU:
  - a. Sustainable Food Systems.
  - b. Ecosystem services and biodiversity in agriculture, forestry and fisheries.
  - c. Data and Statistics.
  - d. International legal instruments, legislation and regulatory matters.
- 3. The list set out above and in the Annex hereto is not exhaustive and should not be taken to exclude or replace other forms of cooperation between the Parties on other issues of common interest.

4. The priority areas for strategic collaboration under this MOU may be jointly reviewed by the Parties, using the cooperation mechanism established under Article II below, to allow the Parties to respond to newly emerging issues or priorities in areas of common interest. Upon agreement between the Parties, amendments to this Article and the Annex to this MOU shall be effected in accordance with the procedures set out in Article XIV.

## Article II: Consultations, Monitoring and Review

- 1. The Parties agree on the importance of effective monitoring and review to achieve the objectives and purpose of this MOU and, to this end, establish the following mechanisms for consultations, monitoring and review.
- 2. Specific projects, programmes and other activities to be undertaken in the priority areas for strategic collaboration identified in Article I(2) above will be agreed jointly through the mechanisms set out in this Article.

# Ad hoc meetings between the Executive Heads and their Deputies

3. When appropriate opportunities arise, the Executive Heads and Deputy Executive Heads of the Parties shall hold ad hoc meetings to review progress made in the execution and implementation of this MOU. Such meetings may take place, for example, in the margins of inter-agency and other international meetings at which such individuals are present.

## Ad hoc meetings between the Focal Points for the priority areas

4. When appropriate opportunities arise, *ad hoc* meetings between the focal points designated pursuant to Article XIII for the four priority areas identified in Article I(2) will be held to review progress made in the execution and implementation of this MOU. Such meetings may take place, for example, in the margins of inter-agency and other international meetings at which such individuals are present.

### Periodic review mechanism

- 5. All the Focal Points identified by the Parties pursuant to Article XIII of this MOU, or their designated representatives, shall hold regular meetings on matters related to the priority areas for strategic collaboration in accordance with an agenda agreed to in advance by the Parties. Such meetings shall take place at least once every calendar year to:
  - a. develop and keep under review a Strategic Partnership Plan for the implementation of this MOU, outlining the work to be carried out under each thematic area, specific objectives, expected outcomes, respective roles and responsibilities, and mechanisms to operationalize the Plan, and to assess implementation of the Plan, and revise it, as mutually agreed, based upon the assessment of its implementation;
  - discuss and agree upon technical and operational issues related to furthering the objectives of this MOU;
  - develop, monitor and review progress of projects, programmes and other activities undertaken by the Parties pursuant to this MOU and the Strategic Partnership Plan;
  - d. discuss and agree upon mechanisms for ensuring the availability of resources

necessary for the implementation of the Strategic Partnership Plan, as well as projects, programmes and other activities to be undertaken by the Parties pursuant to this MOU and the Strategic Partnership Plan, which may include joint resource mobilization activities;

- e. consider proposals made by either Party to amend the priority areas for strategic collaboration specified in Article I(2) and the Annex hereto, including by the addition of new priority areas for strategic collaboration in order to respond to newly emerging issues or priorities in areas of common interest; and
- f. review progress on other forms of cooperation between the Parties on other issues of common interest, as referred to in Article I(3) above, as requested by either Party.
- 6. Other representatives of each of the Parties, or representatives of other entities, may also be invited to participate by the Focal Points, as deemed appropriate, taking into account the agenda agreed for each specific meeting.

# Ad hoc meetings at the expert level on specific activities or countries

- 7. Bilateral meetings at expert level shall be held as requested by the periodic review mechanism, the focal points, or as deemed necessary by the relevant FAO and UNEP divisions on an *ad hoc* basis to develop, monitor and review progress of projects, programmes and other activities in specific areas of expertise and/or specific countries or regions, aimed at implementing the Strategic Partnership Plan.
- 8. Mechanisms for consultations in the context of individual projects, programmes and other activities, if required, shall be established in the Supplementary Agreements referred to in Article III below.

## **Article III: Supplementary Agreements**

- 1. Nothing in this MOU imposes financial obligations upon either Party.
- 2. The implementation of individual projects, programmes and other activities pursuant to this MOU will normally require the execution of separate supplementary agreements between the Parties. The terms of such supplementary agreements shall be subject to the provisions of this MOU.
- 3. The commitments made by each Party in the context of each individual project, programme or other activity, including with respect to financial and other resources, shall be addressed in the supplementary agreements referred to in this Article and shall take into account the relevant administrative and financial rules and procedures applicable to each Party.
- 4. Notwithstanding the foregoing, the Parties may agree, in the case of an activity limited in nature and scope and without additional financial or other significant resource implications for either Party, that a formal supplementary agreement is not required, and the Parties may define and agree the modalities for implementation of that activity, as well as the roles and responsibilities, in writing.

## **Article IV: Reciprocal Representation**

- 1. Representatives of UNEP shall be invited to attend the meetings of the FAO Conference and its committees, the FAO Council and those of its committees as are concerned with matters relating to environment and natural resources, and such general, regional or technical meetings concerning the priority areas for strategic collaboration identified in Article I(2) above and other areas of mutual interest as FAO may convene; and to participate in these meetings as provided in the Rules of Procedure of the body concerned.
- 2. Representatives of FAO shall likewise be invited to attend the meetings of the United Nations Environment Assembly of UNEP and its subsidiary bodies, as well as any *ad hoc* meetings concerning the priority areas for strategic collaboration identified in Article I(2) above and other areas of mutual interest that may be convened by UNEP, in accordance with the applicable Rules of Procedure.

# **Article V: Personnel Arrangements**

The Parties agree to cooperate regarding the exchange of personnel to facilitate the implementation of this MOU. Such exchanges of personnel shall be governed by the Inter-Organization Agreement concerning Transfer, Secondment or Loan of Staff among the Organizations applying the UN Common System of Salaries and Allowances.

#### **Article VI: Joint Outreach and Communications**

The Parties agree to explore mechanisms for joint outreach and communications, including via social media, joint communications, and e-communications, to further the objective of this MOU.

# Article VII: Use of Name, Acronym, Emblem or Logo, Intellectual Property Rights and Status of the Parties

- 1. The Parties agree not to use in any press release, memo, report, or other published disclosure related to this MOU the other Party's name, acronym, emblem, or logo without the prior written consent of the Party concerned. In no event shall the authorization of either Party's name, acronym, emblem or logo be granted for commercial purposes.
- 2. Any action or public announcement concerning any individual project, programme or other activity undertaken pursuant to this MOU shall be subject to paragraph 1 above and any specific provisions contained in any relevant supplementary agreement concluded in accordance with Article III above.
- 3. Nothing in this MOU or in any document or arrangement relating thereto shall be construed as constituting a waiver of privileges or immunities of either Party, nor as extending any privileges or immunities of either Party to the other Party or to its personnel.
- 4. Intellectual property rights, in particular copyright, in any material made available by either Party to be used to carry out activities under this MOU shall remain with the originating Party.

5. The Parties will agree in writing on the ownership and use of any intellectual property rights (including copyright) that may arise in materials developed under a specific project, programme or other activity undertaken pursuant to this MOU. Such agreement will be reflected in the supplementary agreements concluded under Article III of this MOU for the specific project, programme or other activity.

## Article Vill: Fundraising

- 1. To the extent permitted by the Parties' respective regulations, rules and policies, and subject to paragraph 2, the Parties may engage in fundraising from the public and private sectors to support the activities, projects and programmes to be developed or carried out pursuant to this MOU.
- 2. Neither Party shall engage in fundraising with third parties in the name of or on behalf of the other, without the prior express written approval of the other Party in each case.

## Article IX: Exchange of Information and Confidentiality

- 1. The Parties shall cooperate with a view to achieving the best use of available information relevant to priority areas for strategic collaboration identified in Article I(2) and other matters of common interest.
- 2. Any provision of information by either Party to the other shall be subject to the rules of confidentiality and disclosure of the Party whose information is to be disclosed as well as the provisions of any applicable supplementary agreement entered into between the Parties in accordance with the provisions of Article III of this MOU.

## Article X: Responsibility

- 1. Each Party will be responsible for dealing with any claims or demands arising out of its actions or omissions, and those of its respective personnel, in relation to this MOU.
- 2. Neither Party shall be entitled to act or make legally binding declarations on behalf of the other Party.

### Article XI: Interpretation and Repeals

- 1. The Annex constitutes an integral part of this MOU.
- 2. The interpretation and execution of this MOU and any document or arrangement relating thereto shall be governed by general principles of law.
- 3. This MOU supersedes and replaces the Memorandum of Understanding concerning cooperation between the Food and Agriculture Organization of the United Nations and the United Nations Environment Programme signed on 13 July 1977.

## **Article XII: Settlement of Disputes**

- 1. The Parties will use their best efforts to promptly and amicably settle through direct negotiations any dispute, controversy or claim arising out of or in connection with this MOU or any document relating thereto, including any supplementary agreement made pursuant to Article III of this MOU.
- 2. Any dispute, controversy or claim arising out of or in connection with this MOU which is not settled within sixty (60) days from the date either Party has notified the other Party of the nature of the dispute, controversy or claim and of the measures which should be taken to rectify it, will be resolved through consultation between the Executive Heads of each of the Parties. Notwithstanding the foregoing, any dispute, controversy or claim arising out of or in connection with a supplementary agreement made pursuant to Article III of this MOU will initially be addressed through consultation between the representatives of the Parties as identified in such supplementary agreement and will be referred to the Executive Heads of each of the Parties for resolution only if the consultations between the representatives of the Parties do not resolve the matter within thirty (30) days from the date of notification of the nature of the dispute, controversy or claim and of the measures which should be taken to rectify it.

## **Article XIII: Focal Points**

1. All correspondence on general issues regarding the implementation of this MOU, including notifications made pursuant to this MOU, will be addressed to:

	Ms. Maria Helena Semedo
For FAO:	Deputy Director-General, Coordinator Natural Resources
	FAO
	Viale delle Terme di Caracalla, 00153 Rome
	Tel +39 06 57052060
	Email: DDG-N@fao.org
	Mr. Ibrahim Thiaw
For UNEP	Deputy Executive Director
	UNEP
	P.O. Box 30552, Nairobi
	Tel +254 20 7624020
<u> </u>	Email: <u>lbrahim.Thiaw@unep.org</u>

2. The Parties shall also designate one focal point for each of the priority areas for strategic collaboration identified in Article I(2). The designations of the focal points for the priority areas shall be made, and may be amended, by written notifications between the Focal Points referred to in paragraph 1 above.

### **Article XIV: Notification and Amendments**

- 1. Each Party shall promptly notify the other in writing of any anticipated or actual material changes that will affect the execution of this MOU.
- 2. This MOU, including its Annex, 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.

Amendments to supplementary agreements made pursuant to Article III of this MOU shall be effected in accordance with the procedures set forth in such supplementary agreements.

## Article XV: Entry into Force, Renewal, and Termination

- This MOU shall enter into force on the date of the receipt of the last signature of the Parties. It shall remain in force for a period of five (5) years.
- Subject to satisfactory implementation, this MOU may be renewed for a further period of five (5) years by written agreement between the Parties.
- This MOU may be terminated by either Party upon the provision of three (3) months' written notice to the other Party. In that event, the Parties will agree on the measures required for the orderly conclusion of ongoing activities.
- Upon termination of this MOU, the rights and obligations of the Parties defined under any other legal instrument executed pursuant to this MOU, including the supplementary agreements made pursuant to Article III of this MOU, shall cease to be effective.
- Notwithstanding the foregoing, any termination of this MOU shall be without prejudice to (a) the orderly completion of any ongoing collaborative activity and (b) any other rights and obligations of the Parties accrued prior to the date of termination under this MOU or any legal instrument executed pursuant to this MOU, including the supplementary agreements made pursuant to Article III of this MOU.
- 6. The obligations under articles VII, IX, X and XII do not lapse upon expiry or termination of this MOU or any legal instrument executed pursuant to this MOU, including the supplementary agreements made pursuant to Article III of this MOU.

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

For FAO

José Graziano da Silva

Date: 24 September 2014

Director-General

For UNEP

Achim Steiner

**Executive Director** 

#### **ANNEX**

#### PRIORITY AREAS FOR STRATEGIC COLLABORATION BETWEEN THE PARTIES

### I. OVERVIEW OF THE MISSIONS AND MANDATES OF FAO-AND UNEP

### The FAO Vision and Global Goals

FAO's vision, approved by the governing bodies in 2009, is "A world free from hunger and malnutrition where food and agriculture contribute to improving the living standards of all, especially the poorest, in an economically, socially and environmentally sustainable manner".

The three Global Goals of Members are the:

- eradication of hunger, food insecurity and malnutrition, progressively ensuring a world in which people at all times have sufficient safe and nutritious food that meets their dietary needs and food preferences for an active and healthy life;
- elimination of poverty and the driving forward of economic and social progress for all, with increased food production, enhanced rural development and sustainable livelihoods; and
- sustainable management and utilization of natural resources, including land, water, air, climate and genetic resources for the benefit of present and future generations.

## **FAO's Strategic Objectives**

The following five Strategic Objectives represent the main areas of work in which FAO will focus its effort to achieve organizational outcomes that contribute to the three main goals of the Organization:

- a. Contribute to the eradication of hunger, food insecurity and malnutrition.
- b. Increase and improve provision of goods and services from agriculture, forestry and fisheries in a sustainable manner.
- c. Reduce rural poverty.
- d. Enable more inclusive and efficient agricultural and food systems at local, national and international levels.
- e. Increase the resilience of livelihoods to threats and crises.

In addition to the areas of work identified for each Strategic Objective, two cross-cutting themes have been developed so as to ensure that their respective perspectives are fully integrated into the Programme of Work:

- Gender FAO will pursue the integration of gender issues in all aspects of its work, ensuring that attention to gender equality becomes a regular feature of work on standard setting and of regional, subregional and country level programmes and projects. Support to countries needs to cover a combination of policy advice, knowledge management, institutional support, capacity development and strategic partnerships. Therefore, under all strategic objectives, gender-related issues will be addressed in a systematic way and progress made closely monitored.
- Governance The importance and diverse contributions of good governance in food and agriculture matters cut across the outcomes formulated under the five Strategic

Objectives. Without improvements in governance, it would be impossible to achieve the expected outcomes at local, national, regional and/or global levels. FAO will focus on interventions that improve interactions between multiple actors, for example by facilitating institutional strengthening to create a more conducive environment to collaboration.

### The UNEP Mission

The United Nations Environment Programme is the leading environmental authority that sets the global environmental agenda, that promotes the coherent implementation of the environmental dimension of sustainable development within the United Nations system and that serves as an authoritative advocate for the global environment. Its mission to provide leadership and encourage partnership in caring for the environment by inspiring, informing, and enabling nations and peoples to improve their quality of life without compromising that of future generations.

# **UNEP's Medium Term Strategy**

The UNEP Governing Council, at its 27th session, held in Nairobi from 18–22 February 2013, approved the medium-term strategy for the period 2014–2017, which identifies UNEP's vision, objectives and priorities in seven focus areas, or sub-programmes: climate change; disasters and conflicts; ecosystem management; environmental governance; chemicals and waste; resource efficiency; and environment under review. UNEP's biennial programme of work is developed in the context of and to achieve the overall objectives set out in the approved Medium Term Strategy.

## UNEP's subprogramme objectives

1. Climate change

The objective of the climate change subprogramme is to strengthen the ability of countries to move towards climate-resilient and low emission pathways for sustainable development and human well-being.

### 2. Disasters and conflicts

The objective of the disasters and conflicts subprogramme is to promote a transition within countries to the sustainable use of natural resources and efforts to reduce environmental degradation, to protect human well-being from the environmental causes and consequences of disasters and conflicts.

3. Ecosystem management

The objective of the ecosystem management subprogramme is to promote a transition to integrating the management of land, water and living resources, with a view to maintaining biodiversity and providing ecosystem services sustainably and equitably among countries.

4. Environmental governance

The objective of the environmental governance subprogramme is to strengthen synergies and coherence in environmental governance, with a view to facilitating the transition towards environmental sustainability in the context of sustainable development.

## 5. Chemicals and waste

The objective of the chemicals and waste subprogramme is to promote a transition among countries to the sound management of chemicals and waste, with a view to minimizing impacts on the environment and human health.

# 6. Resource efficiency

The objective of the resource efficiency subprogramme is to promote a transition in which goods and services are increasingly produced, processed and consumed in a sustainable way that decouples economic growth from resource use and environmental impact, while improving human well-being.

## 7. Environment under review.

The objective of the environment under review subprogramme is to empower stakeholders in their policy and decision-making by providing scientific information and knowledge and keeping the world environment under review.

### II. PRIORITY AREAS FOR STRATEGIC COLLABORATION BETWEEN THE PARTIES

Article I(2) of this MOU defines the following overarching areas as the priorities in the enhanced collaboration between the Parties:

- a. Sustainable Food Systems.
- b. Ecosystem services and biodiversity in agriculture, forestry and fisheries.
- c. Data and Statistics.
- d. International legal instruments, legislation and regulatory matters.

These areas are further elaborated below.

The work to be carried out under each thematic area, specific objectives, expected outcomes, respective roles and responsibilities, and institutional and operational matters will be addressed in the Strategic Partnership Plan referred to in Article II(5)(a), a technical and non-legally-binding strategic document, which will be monitored and revised on an ongoing basis under the consultation mechanism established under this MOU.

#### **AREA 1: SUSTAINABLE FOOD SYSTEMS**

Interventions that make consumption and production of food more sustainable can have a positive impact on the resource base and ecosystem health of our food systems while improving the availability and access to food. At the same time, interventions related to increasing efficiencies can directly reduce food loss and waste within the supply chain improving availability and food access. Creating the enabling conditions for the production and consumption of resource light, healthier foods in better nutritional balance will also lessen environmental pressures while improving human health.

An approach that encompasses activities that positively impact the common elements of the food systems (production, processing, distributing, marketing and consumption of food) - whether it be in highly modern systems or local markets in developing countries - contributes to the strengthening of the four pillars of food security – stability of the food system, accessibility and availability of food and its utilization.

The aim of the FAO-UNEP collaboration in the area of sustainable food systems is twofold:

- a. to shape, launch and implement the Sustainable Food Systems programme of the 10 Year Framework of Programmes on Sustainable Consumption and Production, contributing to the delivery of the element 3 of the Zero Hunger Challenge on the sustainability of food systems. This multi-stakeholder mechanism will aim at building capacity for the uptake of more sustainable consumption and production practices across food systems and facilitate access to financial and technical assistance, bringing together existing initiatives and developing new partnerships to build synergies and cooperation to leverage resources towards mutual objectives.
- b. to jointly lead the delivery of the element 5 of the Zero Hunger Challenge which targets food waste and food loss eradication through the creation of a community of practice among UN agencies and development organizations and the mobilization of farmers, stakeholders from the public and private sector throughout food supply chains as well as consumers building up on the respective efforts of both agencies, including the Save Food Initiative and "Think.Eat.Save. Reduce your Foodprint" campaign and framework for action. The collaboration will aim at piloting solutions to equip policy makers, supply chain stakeholders (including farmers) and consumers with tools, clear policy recommendations and best practices as well as support innovative efforts.

# AREA 2: ECOSYSTEM SERVICES AND BIODIVERSITY IN AGRICULTURE, FORESTRY AND FISHERIES

Central to all work to maintain and enhance the sustainability of productive ecosystems - terrestrial, freshwater and marine - is the need to ensure that critical ecosystem functions are supported, and the biodiversity underpinning these is conserved. It is recognized that when production systems are managed with an ecosystem approach, they can generate not just goods (e.g. food and timber) but also multiple benefits including a diversity of ecosystem services such as water supply and purification, buffering of floods and droughts, air quality, energy, conservation of biodiversity as well as cultural and educational values, etc. Ecosystem services, defined as the "benefits people obtain from ecosystems" are also underpinned by biodiversity, encompassing the variety and variability of animals, plants and micro-organisms at the genetic, species and ecosystem levels that sustain the structure, functions and processes of production systems.

The complementary mandates and intertwined goals of FAO's and UNEP's initiatives and of other bodies addressing the sustainability of productive landscapes, biodiversity and ecosystems services and natural capital mean that both FAO and UNEP will need to build on existing relationships and engage in new ways with familiar and new partners. This situation presents challenges as well as opportunities for an enhanced FAO-UNEP partnership. The FAO-UNEP collaboration on "sustaining productive landscapes1" will build upon the recent vision and approach for sustainable agriculture developed by FAO and upon the Green Economy and Ecosystem Management principles supported by UNEP, proposing a road map for developing co-constructed, dialogue-based plans and programs for implementation of sustainable agriculture, forestry and fisheries at various levels. The FAO-UNEP collaboration will focus, but not necessarily be limited to, the following principal areas:

- a. Joint development and dissemination of innovative conceptual work, policy approaches and guidelines on sustainable use of natural resources and ensuring the continued flow of ecosystem services underpinning 'productive landscapes' and the biodiversity that sustains them, with a focus on the broader ecosystem level. Through this work, FAO and UNEP will join forces to ensure that the planet's natural capital is preserved and enhanced while providing essential goods and services in an efficient way, through the joint actions that follow this reshaping of the global agenda.
- b. Joint implementation of strategic and high-profile initiatives in partner countries, bringing together national Ministries of Agriculture, Fisheries and Marine Affairs, and Environment, as well as other relevant national institutions (i.e. Land Use, Finance, Planning, Treasury, etc.), CSOs and academic institutions, around themes such as i.e.: true cost accounting for ecosystem services and natural capital, and the governance of these global public goods and the modalities that can support communities who maintain and use the diversity involved. This might entail the joint development of packages of best practices and approaches to sustainable agriculture, forestry and fisheries and highprofile pilot initiatives on the ground in selected countries; joint projects piloting innovative solutions on the maintenance and use of agricultural biodiversity<sup>2</sup>, agricultural practices based on ecological functions; sustainable land management (SLM); Natural Resources Management (NRM) and incentives for the preservation of ecosystem services; Natural Capital Accounting and Valuation, including contributions to the UN System of Environmental-Economic Accounting for ecosystems and for water; the new TEEB for Agriculture and Food Initiative, etc. This may be achieved through support for joint initiatives that can (a) support the removal of knowledge barriers, (b) raise public

<sup>&</sup>lt;sup>1</sup> This term is broadly intended to include terrestrial as well as marine, coastal and freshwater productive landscapes and ecosystems.

<sup>&</sup>lt;sup>2</sup> CBD definition: Agricultural biodiversity is a broad term that includes all components of biological diversity of relevance to food and agriculture, and all components of biological diversity that constitute the agricultural ecosystems, also named agro-ecosystems: the variety and variability of animals, plants and micro-organisms, at the genetic, species and ecosystem levels, which are necessary to sustain key functions of the agro-ecosystem, its structure and processes (COP decision V/5, appendix).

awareness on the importance of ecosystem services and the role of biodiversity for food and agriculture and (c) foster the development of innovative multi-stakeholder partnerships. This will also be pursued through enhanced FAO-UNEP collaboration on the development of GEF-funded multi-focal area projects, consolidating and expanding the solid existing portfolio of joint FAO-UNEP GEF projects.

c. Enhanced and joint participation in, and support to, relevant global platforms addressing the broad theme at the Landscape/Ecosystem level. Examples of global platforms of common interest with a special focus on supporting the development of innovative business models, good practices and policy frameworks that further an integrated approach, may include, but not necessarily be limited to e.g.: the Water-Food-Energy Nexus, the Landscape Partnership (LPFN), the upcoming Climate Smart Agriculture Initiative, International Symposium on Agro-ecology for Food and Nutrition Security, UN REDD, Mountain Forum, the International Platform on Biodiversity and Ecosystem Services (IPBES), the International Code of Conduct on Pesticides Management, the ongoing joint initiative on illegal trade of timber and wildlife products, etc. (noting that both FAO and UNEP are members in all these initiatives).

#### **AREA 3: DATA AND STATISTICS**

UNEP and FAO are committed to the urgent need to (i) close the food gap (zero hunger challenge) and (ii) sustain the ecological foundations of food production. This vision is encapsulated in the emerging Sustainable Development Goals, particularly under Food Security and Ecosystem Services. Tracking progress towards achieving these goals needs to be underpinned by robust data, preferably collected and shared openly at national to global levels.

FAO and UNEP have worked together in developing data sets that were used in tracking progress towards the MDGs. By way of example, under MDG 7, FAO tracked progress towards meeting the Forest targets (forest cover) and Fisheries (sustainable use and livelihoods), while UNEP tracked progress towards Protected Areas (Protected Area Coverage) and Biodiversity trends. FAO generates data related in particular to provisioning services, or the 'goods' (timber, fish etc.), as well as data on underlying elements of ecosystems such as soils and water. UNEP focuses on what is happening to 'natural' systems, their contribution to ecosystem services and their value to society. Joining up will provide a more holistic picture on sustainability. It is expected that similar capabilities will be deployed towards the present initiative.

The aim of the FAO-UNEP collaboration in the area of data and statistics is to improve and ensure access to the data, statistics and indicators needed for tracking the use of natural resources and to provide evidence-based, high quality, timely, spatially-disaggregated information and impartial methodologies for evaluating progress towards achievement of relevant SDGs and targets. This entails, but is not necessarily limited to, enhanced collaboration in the following key areas:

- 1. Harmonization and standardization of baseline data across shared FAO and UNEP terrestrial and marine thematic areas relevant to this MOU.
- 2. Determination of approaches and standards for data collection and validation.
- 3. Adoption of common classification systems, taxonomies and metadata standards.
- 4. Development of shared models for key indicators.
- 5. Alignment of open access data policy and software policy, mainstreaming Linked Open Data and SDI.
- 6. Development and deployment of technology, services and related policies that will make data sharing easier and attractive, including Virtual Research Environments, and simple to use, inexpensive, web-based, mobile based technology.
- 7. UNEP and FAO will agree on the use and evolution of reference data sets as a foundation for common baselines, as well as promote collaborative analysis and data custodianship. In this way, UNEP and FAO will strengthen key data, reduce duplication, improve reliability, quality and ease of collection and sharing of data sets and their regular updating, as well as strengthen global, regional and national agro-environmental monitoring.

# AREA 4: INTERNATIONAL LEGAL INSTRUMENTS, LEGISLATION AND REGULATORY MATTERS

Adequate legal and institutional frameworks at the international, regional and national levels are essential to support and promote sustainable food systems and to promote healthy ecosystems and biodiversity related to agriculture, forestry and fisheries, areas that cut across FAO and UNEP mandates and strategic objectives. Collaborating in promoting the development and implementation of these frameworks will create synergies, lead to more rationale and efficient use of resources, and enhance the potential of both organizations to achieve lasting results in these areas.

A number of international binding and non-binding instruments, many of which were developed under the auspices of UNEP and FAO, contribute to the international legal framework in these areas. Both organizations are active in facilitating their implementation. Further, a number of related issues that cut across FAO and UNEP mandates require attention from the legal and governance perspective at the international and regional levels and would benefit from a concerted approach. The specific aim of FAO-UNEP collaboration in the area of international legal instruments, legislation and regulatory matters, through joint, collaborative or coordinated efforts, and building on existing FAO-UNEP collaborative initiatives, is threefold:

Promotion of increased communication and, as appropriate, programmatic coordination and coherence – especially at the implementation level - regarding international instruments which relate to substantive areas relevant to achieving the objectives of sustainable food systems and healthy ecosystems and biodiversity in agriculture, forestry and fisheries and related areas of common interest. The specific FAO-UNEP collaboration will focus on the following:

- i. Sustainable food systems and management of agricultural resources: promotion of common efforts in support of the implementation at national and regional levels of relevant instruments, as well as internationally agreed goals;
- ii. Sustainable fisheries and aquaculture and marine environment: promotion of coordination and coherence in the implementation of both FAO and UNEP administered instruments related to fisheries and aquaculture, the marine environment and biodiversity, including codes of conduct, guidelines, plans of action, and internationally agreed goals and targets;
- iii. Sustainable management of forests: collaboration to strengthen and further develop ongoing partnerships, initiatives and negotiation processes on forests, including at the regional level, and to strengthen delivery under the UN-REDD Programme; and
- iv. Chemicals and wastes management, including pesticides: promotion of programmatic cooperation and coordination in support of the implementation of the chemicals and wastes conventions at the national and regional levels, acknowledging that the Rotterdam Convention is already jointly administered on the basis of an MOU signed by both organizations in 1995, and common efforts to promote implementation of all relevant FAO and/or UNEP administered chemicals and wastes-related conventions, codes of conduct and programmes; joint efforts to deliver under the IMO/UNEP/FAO Global Partnership on Marine Litter.

- a. Supporting the development of legal and institutional frameworks in implementation of the international instruments described in a. through legal advisory services and the provision of information and knowledge management services. FAO and UNEP, by drawing on their respective strengths and comparative advantages, will create synergies by seeking to make available or jointly mobilize resources and by jointly undertaking or coordinating the delivery of activities, with a view to providing more encompassing assistance to countries and addressing related topics concurrently or in a coordinated manner, which in turn will enhance consistency and coherence among substantial areas of application of instruments and of mandates of the two bodies.
- b. Promoting governance arrangements and principles that support the social dimension of sustainable food systems and ecosystem services and biodiversity in agriculture, forestry and fisheries and related issues: collaboration in the implementation of instruments such as the FAO Voluntary Guidelines to Support the Progressive Realization of the Right to Adequate Food in the Context of National Food Security and the Voluntary Guidelines on the Responsible Governance of Tenure of Land, Fisheries and Forests in the Context of National Food Security; further development of the emerging concept of Community Protocols as it relates to farmers rights associated with crops and livestock breeding and traditional knowledge and genetic resources.

