

AGREEMENT

between



THE COUNCIL FOR AGRICULTURAL RESEARCH AND ECONOMICS

(Hereinafter referred to as “CREA”)

and

**THE FOOD AND AGRICULTURE ORGANIZATION
OF THE UNITED NATIONS**

(Hereinafter referred to as “FAO” or the “Organization”)

REGARDING THE LOAN OF AN OFFICIAL/EXPERT TO FAO

WHEREAS

- the Government of Italy confirmed its commitment towards the activities of the Committee on Mediterranean Forestry Questions – ***Silva Mediterranea*** in July 2019 and the **Council for Agricultural Research and Economics (CREA)**, is a national public research organization, under the supervision of the Ministry of Agricultural, Food and Forestry Policies.
- the Food and Agriculture Organization of the United Nations (“FAO”), the Consiglio Nazionale delle ricerche (“CNR”), the Consiglio per la Ricerca e la sperimentazione in Agricoltura e l’analisi dell’economia agraria (“CREA”), the Agenzia nazionale per le nuove tecnologie, l’energia e lo sviluppo economico sostenibile (“ENEA”) signed a Memorandum of Understanding (MoU) on 26 June 2015, which was extended to the Istituto Superiore per la Protezione e Ricerca Ambientale (ISPRA), and in 2021 has been renewed until 21 June 2024;
- the MoU provides a framework for cooperation with the overall goal of enhancing the sustainability of the food production and nutrition in developing countries;

- the **Council for Agricultural Research and Economics (CREA)** is willing to contribute towards the implementation of the activities of the *Silva Mediterranea* through the loan to FAO of an Official (**Forestry Expert**), to perform services in support of *Silva Mediterranea* and in accordance with this Agreement;
- FAO is interested in benefiting from the services of that Official to support the work of the *Silva Mediterranea*.

THE PARTIES HAVE AGREED AS FOLLOWS:

1. The **CREA** shall loan to FAO the identified Official (hereinafter referred to as the **Loaned Expert**), free of cost, for the purpose of carrying out the services described in the Terms of Reference, subject to, and in accordance with, the provisions of this Agreement.
2. FAO will offer to the **Loaned Expert** an appointment, as a Consultant Without Compensation (WOC), for the period agreed upon with **CREA**.
3. The services of the **Loaned Expert** shall commence and be completed within the period of time set out in the Offer of Appointment, which may be extended or shortened by mutual agreement between the **CREA** and FAO.
4. The **CREA** shall be exclusively responsible for the costs of salary and allowances, insurances (except for the insurance/compensation referred to under Article 8), pension benefits and all other expenditures (for example taxes), in connection with the services of the **Loaned Expert** to be provided under this Agreement.
5. FAO shall be responsible for:
 - a) providing to the **Loaned Expert**, whenever necessary for the performance of his duties, such duty travel tickets and travel allowances as may be required in accordance with FAO's provisions; and
 - b) providing to the **Loaned Expert** office space, working facilities, secretarial support and such other related facilities in accordance with FAO's rules, practice and availability of resources.
6. The **CREA** shall inform the **Loaned Expert** of the content of this Agreement. While retaining his contractual relationship with the **CREA**, the **Loaned Expert** is under the functional and technical supervision of FAO and is bound, in the course of his duties at FAO, to comply with all lawful instructions given by officials of FAO. During his period of assignment with FAO, the **Loaned Expert** will be subject to the Organization's Staff Regulations and Rules and related procedures, as applicable.
7. Accordingly, in cases of misconduct, the **Loaned Expert** will be subject to FAO's procedures relating to misconduct and the **CREA** will be informed of any measures taken

by the Organization in this regard. These procedures would be applied without prejudice to any measures that the **CREA** may wish to impose on the **Loaned Expert**.

8. The **Loaned Expert** shall not be eligible for coverage under the UN Joint Staff Pension Fund. However, the **Loaned Expert** will be covered under the FAO Compensation Scheme for service-incurred death, injury or illness and FAO will provide the **Loaned Expert** with medical insurance coverage under its Medical Coverage Scheme (MCS). A copy of the benefits plan under the MCS will be forwarded to the **CREA**.
9. The **CREA** is responsible for providing FAO with a medical certificate of good health or the results of a medical examination confirming that the **Loaned Expert** is medically fit to perform the proposed duties. A medical certificate of good health is required for **Loaned Expert**. The certificate must be issued by a qualified physician on letter-headed paper and must certify good health and fitness for work as well as travel.
10. The title rights, copyrights and all other rights of each and any related part of the work to be performed under this Agreement shall be vested in FAO, including, without any limitation, the rights to use, publish, sell or distribute, privately or publicly, any item or part thereof.
11. Neither the **CREA**, nor the **Loaned Expert** shall communicate to any other person or entity any information made known to them by FAO in the course of performing their obligations under the terms of this Agreement, except upon authorization by FAO, nor shall they make use of this information to their advantage. This provision shall survive the expiration of the Agreement.
12. The rights and obligations of the **Loaned Expert** are strictly limited to the terms and conditions of this Agreement, including those set out in the attached Offer of Appointment.
13. Nothing in this Agreement or in any written document relating thereto shall be construed as a waiver of FAO's privileges and immunities.
14. This Agreement shall enter into force on the date of signature by both parties and, except as otherwise provided therein, shall continue in force for the duration of the assigned of the **Loaned Expert** under the FAO Consultant Without Compensation contract. Should FAO or the **Loaned Expert** exercise their right of termination under the terms of the above-mentioned contract, this Agreement will be deemed to be automatically terminated.
15. This Agreement and any dispute arising therefrom shall be governed by general principles of law, to the exclusion of any single national system of law. Any dispute arising out of the terms of this Agreement shall be resolved by mutual consultation. Where a dispute cannot be so resolved, 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 in force on the date when this Agreement becomes effective. The parties agree to be bound by any arbitration award rendered in accordance with this Article as the final adjudication of any such dispute.

Signed:

Carlo Gaudio
President

For and on behalf of
The Council for Agricultural
Research and Economics (CREA)

Date:

Signed:



Maria Helena Semedo
Deputy- Director General

For and on behalf of
The Food and Agriculture Organization of the
United Nations

Date: ..07/11/2022.....



FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS

Terms of Reference for Consultant Without Compensation *

Name: Mr Giovanni Di Matteo	
Job Title**: Forestry Expert	
Division/Department: Forestry Division (NFO)	
Programme/Project Number: <i>Silva Mediterranea</i>	
Duty Station: Rome, Italy	
Expected Start Date of Assignment: 1 September 2022	Duration: 31 August 2024 (2 years)
Reports to: <i>Name:</i> Christophe Besacier	<i>Title:</i> Senior Forestry Officer, Forestry Division

* Please note: If this TOR is for Consultant / PSA.SBS contract, the minimum relevant experience required **for the assignment** is as follows:

** Please enter a short title (max 25 chars) for this assignment.

General Description of task(s) and objectives to be achieved

Background

Under the overall supervision of the Team Leader of the Forest Landscape Restoration Mechanism, the consultant will provide technical and scientific assistance to support the implementation of the activities of the secretariat of the Committee on Mediterranean Forestry Questions - *Silva Mediterranea*.

The consultant will be responsible for the following tasks:

- Support the secretariat of *Silva Mediterranea* in organizing the meetings and sessions of the Committee as well as any other technical workshops organized by the secretariat of *Silva Mediterranea*;
- Contribute to the preparation (technical writing and revision) of the third edition of the regional report State of Mediterranean Forests, expected to be published by April 2024;
- Support the Organizing Committee of the eighth session of the Mediterranean Forest Week to be held in Tunisia in collaboration with country focal points and main Mediterranean partners;
- Facilitate the implementation of the action plans of the working groups and task force of *Silva Mediterranea*;
- Support the secretariat of *Silva Mediterranea* and the Forest and Landscape Restoration Mechanism in coordinating all the work packages planned in the Mediterranean component of the IKI-funded project entitled "The Paris Agreement in action: upscaling forest and landscape restoration to achieve nationally determined contributions";
- Support the development of projects within the secretariat of *Silva Mediterranea* by contributing to project identification forms and concept notes particularly in Tunisia (TCP and GEF project to be submitted in the context of the Integrated Programme on Ecosystem Restoration);

- Contribute to the preparation of the issues of the newsletter of *Silva Mediterranea* and other information material;
- Any other task to support the activities of the secretariat of *Silva Mediterranea*.

Key performance indicators

Expected Outputs:	Required Completion Date:
<ul style="list-style-type: none">- Reports of the organizing committee are published for the preparation of the eighth session of the Mediterranean Forest Week to be held in Tunisia in April / May 2024;	November 2022 to April 2024
<ul style="list-style-type: none">- Reports of the meetings of the editorial committee are regularly published in the context of the preparation of the third edition of the State of Mediterranean Forest (SOMF);	Oct 2022 to August 2024
<ul style="list-style-type: none">- An emergency TCP is finalized in Tunisia by December 2022;	December 2022
<ul style="list-style-type: none">- A concept on restoration of the Aleppo pines landscape is finalized by March 2023 for submission in the context of GEF 8 (Integrated Programme on Ecosystem Restoration)	March 2023
<ul style="list-style-type: none">- Six issues of the Newsletter of <i>Silva Mediterranea</i> are realized by October 2024.	December 2022, April 2023, August 2023, December 2023, April 2024 & August 2024