



## 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 (**Senior 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:

A black rectangular box redacting the signature of Maria Helena Semedo.

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 \*

<b>Name:</b>	Giovanbattista De Dato		
<b>Job Title**:</b>	Senior Forestry Expert		
<b>Division/Department:</b>	Forestry Division (NFO)		
<b>Programme/Project Number:</b>	Committee on Mediterranean Forestry Questions – <i>Silva Mediterranea</i>		
<b>Duty Station:</b>	Rome, Italy		
<b>Expected Start Date of Assignment:</b>	1 September 2022	<b>Duration:</b>	31 August 2024 (2 years)
<b>Reports to:</b>	<b>Name:</b> <i>Christophe Besacier</i>	<b>Title:</b>	Senior Forestry Officer

\* Please note: If this TOR is for Consultant / PSA.SBS contract, the minimum relevant experience required **for the assignment** is as follows:  
1 year for a category C;      5 years for a category B;      12 years for COF category A;      15 years PSA or COF category A (World Class Expert);

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

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

Under the overall supervision of the Team Leader of the Forest Landscape Restoration Mechanism, the consultant will monitor the activities of the Secretariat of the Committee on Mediterranean Forestry Questions-*Silva Mediterranea* and implement the partnerships and projects related to forest management in the Mediterranean Basin.

The expert will be responsible for the following tasks:

- Contribute to organizing the biennial sessions of *Silva Mediterranea* as well as the annual meetings of its Executive Committee;
- Support *Silva Mediterranea* in the implementation of its strategy adopted at its twenty-third Session;
- Coordinate the implementation of the action plans of the working groups and task force of *Silva Mediterranea*;
- Monitor advances and progresses on topics related to Mediterranean forests, including by participating in key events and meetings on Mediterranean forests, and facilitate the transfer of this knowledge to working groups and national focal points through the publication of guidelines and policy briefs and the organization of trainings and workshops;
- Monitor the implementation of the Antalya Declaration adopted by *Silva Mediterranea* during the seventh Mediterranean Forest Week in 2022 in connection with the working groups and with the Forest and Landscape Restoration Mechanism of FAO;
- Maintain a collaborative partnership with key regional stakeholders dealing with Mediterranean forests, particularly the Mediterranean Facility of the European Forest Institute (EFIMED), the water and environment division of the Secretariat of the Union for the Mediterranean, CIHEAM, and the Mediterranean regional office of IUCN.

- Manage the organization of the eight Mediterranean Forest Week in Tunisia (April-May 2024) as leading organizer and secretary of the Organizing Committee of the Forestry Week;
- Advise on and contribute to resource mobilisation of projects related to Mediterranean forests and support their implementation;
- Support the IKI-funded project entitled “The Paris Agreement in action: upscaling forest and landscape restoration to achieve nationally determined contributions” at the regional Mediterranean level;
- Ensure adequate support on Mediterranean Forestry Questions through publication of at least four Newsletters per year on key Mediterranean Forestry Questions and other information material;
- Prepare the third edition of the State of Mediterranean Forests to be published by the end of 2023 and launched during the eight Mediterranean Forest Week in 2024;
- Any other tasks upon request of the Forest and Landscape Restoration Mechanism team.

### ***key performance indicators***

Expected Outputs:	Required Completion Date:
- Active regional cooperation in forestry-related activities in the Mediterranean region;	Sept 2022 to Aug 2024
- Planning and organization of the eight Mediterranean Forest Week;	Sept 2022 to Aug 2024
- Deliverables of the IKI-funded project;	Aug 2024
- Publication of the third edition of the State of Mediterranean Forests 2023.	Dec 2023