



Our Ref.:

Your Ref.:

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 has been 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**), Mr Giovanbattista Domenico de Dato, 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:

Andrea Rocchi
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: