



**INTERNATIONAL
COFFEE
ORGANIZATION**

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**Draft Memorandum of Understanding between
the African Fine Coffees Association and the
International Coffee Organization**

Background

This document contains a draft Memorandum of Understanding (MoU) between the African Fine Coffees Association (AFCA), and the International Coffee Organization (ICO), for the promotion of technical and scientific cooperation in African coffee producing countries, together with conditions for implementation of the MoU. The MoU is the outcome of a one-week visit to the ICO of the Executive Director of AFCA in June 2016 in order to strengthen the working relationship between the two Organizations.

Action

Members are requested to take note of this document and to carry out the necessary consultations in order to be able to discuss and, if appropriate, approve the MoU.



**MEMORANDUM OF UNDERSTANDING BETWEEN THE
THE AFRICAN FINE COFFEES ASSOCIATION
AND THE INTERNATIONAL COFFEE ORGANIZATION**

The African Fine Coffees Association (AFCA),

and

The International Coffee Organization (ICO)

(hereinafter referred to as the 'Parties');

Recognizing the International Coffee Organization (ICO) as the main intergovernmental body responsible for addressing the challenges facing the world coffee sector through international cooperation and recognizing the International Coffee Council as the highest authority of the ICO;

Acknowledging the role of the African Fine Coffee Association (AFCA) in providing a platform for the private sector in Africa and coordinating its activities, through the promotion of coffee trade and pursuing issues that affect the logistics and business environment related to coffee and which are of common interest to all Members – including certification, export documentation, taxation, duties, freight rates, grading systems, etc.;

Reaffirming the commitment of both Parties to promote coffee quality with a view to enhancing consumer satisfaction and benefits to producers, and to facilitate the expansion and transparency of international trade in all types and forms of coffee;

Recalling the mandate of the ICO to collect, disseminate and publish economic, technical and scientific information, statistics and studies, as well as the results of research and development in coffee matters, and to facilitate preparation and supervision of coffee development projects;

Acknowledging that capacity-building in African coffee producing countries would encourage a greater empowerment of the large number of men and women who work in the coffee sector and provide more incentives to attract youth participation necessary for the long-term sustainability of the world coffee market;

Recognizing that cooperation with other international organizations is one of the main drivers of development cooperation with greatest potential to promote economic growth, reduce inequalities and improve living standards in developing countries;

Appreciating the significant role that the Parties can jointly play in collecting relevant information in African coffee producing countries to establish a high quality database to contribute to the transparency of the sector and supporting the private sector to enhance the capacity of local communities and small-scale farmers, promoting training and information programmes to assist the transfer of technology relevant to coffee, and facilitating information and services to assist producers; and

Taking into account the respective mandates, objectives and programmes of the ICO and AFCA,

HEREBY agree:

ARTICLE 1

PURPOSE

To establish a partnership programme aimed at cooperating in coffee-related issues particularly in the following areas:

- (a) Improvement of statistical data.
- (b) Country coffee profiles.
- (c) Studies and coffee sector outlook.
- (d) Seminars, conferences, workshops and topical trainings.
- (e) ICO participation at AFCA Conferences.
- (f) Designing coffee sector development projects and promoting joint fundraising activities.
- (g) Increasing Membership of the International Coffee Organization.

ARTICLE 2

IMPLEMENTATION

1. The Parties shall endeavour to identify and implement technical cooperation activities in coffee-related issues indicated above and within the scope of their mission.

2. In the context of this cooperation, the Parties shall, within the scope of their activities and their own discretion, continue to map out and share current activities in their respective fields of work, identify collaboration potential and gaps, and increase efficiencies of delivery through practical coordination.

3. The partnership programme may comprise the following areas of cooperation upon request of the interested developing country or countries:

- (a) Capacity-building and training initiatives, online or onsite.
- (b) Reaching out to national institutions in charge of collecting statistical data.
- (c) Preparing country coffee profiles of African countries.
- (d) Presentations at AFCA Conferences.
- (e) Developing coffee-related activities, researches, studies and documents.
- (f) Designing coffee development projects and initiating joint-fundraising activities.
- (g) Encouraging ICO membership of African coffee importing countries.

4. Within their capabilities and according to their regulations, the Parties may agree to mobilize resources to finance the activities to be jointly carried out in African coffee producing countries.

5. The Parties shall consult each other on specific activities of common interest, with a view to determining the most appropriate ways and means to ensure effective cooperation.

ARTICLE 3 COORDINATION

The Parties or their respective representatives shall meet at least once a year, to discuss matters of mutual interest.

ARTICLE 4 FINAL CONSIDERATIONS

1. This Memorandum of Understanding does not imply any commitment to the transfer of financial resources between the Parties or any other activity onerous to the AFCA Budget or contrary to the ICO Budget approved by the Council.

2. This Memorandum of Understanding shall enter into force upon the date of its signature and shall remain in force for a period of three (3) years and may be renewed for equal periods of three (3) years upon mutual agreement of the Parties six (6) months before its expiration.
3. This Memorandum of Understanding may be terminated fully or in part by written notification from any of the Parties. Termination shall be effective ninety (90) days after the date of notification.
4. This Memorandum of Understanding may be modified by mutual consent expressed in writing by duly authorized representatives of the Parties.
5. Any dispute regarding the interpretation or application of this Memorandum of Understanding shall be resolved exclusively through consultations and negotiations between the Parties. In the event that a dispute cannot be solved amicably through consultations and negotiations, the Memorandum of Understanding shall terminate on a date agreed to between the Parties. The Parties hereby specifically agree not to engage in legal proceedings in court.

Signed in _____, on _____ 2017 in English.

For the
African Fine Coffee Association

For the
International Coffee Organization