**Terms and conditions of the designation**

### Introduction

* 1. The [*insert full name of the concerned institution, followed by its short name/acronym in brackets*] agrees to be designated by the Food and Agriculture Organization of the United Nations (FAO or “the Organization”) (hereinafter referred to individually as a “Party” and collectively as the “Parties”) as an “FAO Reference Centre for [*insert appropriate designation*]” subject to the Terms and Conditions contained in this Agreement (also referred to as “Letter of Designation”).
  2. FAO Reference Centres are designated by the Director-General of FAO on the basis of their specific capacities and notable achievements on issues related to FAO’s mandate, as well as their active involvement in fields of expertise relevant to the work of the Organization and their significant contribution to the implementation of FAO’s programme priorities and strengthening capacities in countries and regions.
  3. FAO Reference Centres will provide specific, independent technical/scientific advice on such issues which are of notable relevance for FAO and will facilitate the mobilization by FAO of a large range of scientific, technical and economic expertise.
  4. FAO Reference Centres will maintain full independence from FAO both in carrying out their own activities and in providing advice to FAO and to FAO Member Nations, whilst FAO will not be responsible nor have liability whatsoever in such respect.
  5. [*insert short name/acronym of the concerned institution*] (hereinafter “the FAO Reference Centre”) has previously collaborated with FAO, through the [*insert full name of the relevant technical* unit], on activities related to [*insert relevant information*].

### Areas of collaboration

* 1. Upon request from and in collaboration with FAO, the FAO Reference Centre shall: […]
     1. Provide technical expert services (consultation, meetings etc.) to FAO without charge, of at least [*insert number in words (insert in numbers)*] person-days per year upon mutual agreement between FAO and the FAO Reference Centre. These services include teleconferencing or other activities in addition to those requiring travel based on prior discussions and mutual agreement between FAO and the FAO Reference Centre.
     2. In its capacity as an FAO Reference Centre, [*insert short name/acronym of the concerned institution*] shall collaborate only with FAO Members, the United Nations, any of its Specialized Agencies, including the International Atomic Energy Agency (IAEA), or other FAO Reference Centres.

### Reporting

* 1. The FAO Reference Centre shall submit to the [*insert generic title of the head of the relevant technical unit*] [*insert email address of the head of the relevant technical unit*], an annual report of its activities in the areas of collaboration, covering the previous calendar year, by 1 July. A short report template will be provided by FAO.
  2. The first report shall be submitted no later than twelve (12) months after the entrance into effect of this designation pursuant to Article 13 of these Terms and Conditions and subsequent reports shall be submitted annually on or before the anniversary of this designation*.*
  3. FAO will contact the FAO Reference Centre for the preparation of any additional reports, if necessary.

### Financial implications for FAO

This designation does not entail any financial implications on the part of FAO.

### Use of FAO’s name, emblem and other logos by the FAO Reference Centre

* 1. The FAO Reference Centre may use the FAO name, emblem and other logos in its paper documentation and electronic means of communication, in particular on its website, under the conditions set forth below and only during the period when the designation of FAO Reference Centre remains valid.
  2. The FAO name, emblem and other logos are to be used by the FAO Reference Centre solely for correspondence directly related to its activities as an FAO Reference Centre.
  3. If the FAO name, emblem and other logos are used in the letterhead or the FAO Reference Centre’s website, their size should be smaller than the size of those of the institute.
  4. Any document issued by the FAO Reference Centre mentioning “FAO Reference Centre” shall include a reference to this Letter of Designation by FAO.
  5. If the language used by the FAO Reference Centre in its communications is a language other than the languages of FAO (Arabic, Chinese, English, French, Russian and Spanish), one of the latter should also be included.
  6. All other uses of FAO’s name, emblem and other logos require the prior written approval of FAO.

### Intellectual property rights

All intellectual property rights in materials made available by either Party to be used to carry out activities under this Letter of Designation, such as information, software or designs, shall remain with the originating Party. However, the FAO Reference Centre grants to FAO a permanent, irrevocable, royalty free non-exclusive license to use, reproduce, adapt, publish, communicate and exploit any such existing intellectual property for the purposes of this Letter of Designation.

[For use **only** where the FAO Reference Centre is a **governmental entity**: intellectual property rights in materials developed under this Letter of Designation, such as information, software and designs, shall be jointly owned by FAO and the FAO Reference Centre, including, without any limitations, the right to use, publish, translate, sell or distribute, privately or publicly, any item or part thereof for non-commercial purposes.]

[For use with **all** FAO Reference Centres which are **not** governmental entities: Copyright or other intellectual property rights over any material developed jointly by the Parties shall be vested in FAO including, without limitations, the right to use, publish, translate, sell or distribute, privately or publicly,

any item or part of thereof. FAO will consider granting to the FAO Reference Centre, upon written request, a non-exclusive, royalty-free license to use, publish, translate and distribute, privately or publicly, any item or part of the work to be performed under this Letter of Designation for non-commercial purposes.]

### Confidentiality

Neither Party nor its personnel shall communicate to any other person or entity any confidential information made known to it by the other Party in the course of the performance of the work under the Letter of Designation, nor shall it use this information to commercial or other advantage. This provision shall survive the expiration or termination of the Letter of Designation.

### Commitment to respect FAO’s principles and values

* 1. The FAO Reference Centre agrees to respect FAO’s constitutional principles and values, and warrants that nothing in its governance or operational activities, or those of its affiliates, is incompatible with FAO’s constitutional mandate, principles and policies, or with internationally recognized principles and relevant international legal instruments concerning human rights, labour, environment and anti-corruption as reflected in the United Nations Global Compact Principles.[1](#_bookmark3)
  2. The FAO Reference Centre warrants that it has zero tolerance for all forms of sexual wrongdoing, and acknowledges that sexual exploitation and abuse and sexual harassment violate human rights and are incompatible with the core values of the United Nations System. The FAO Reference Centre confirms that it has in place appropriate and effective mechanisms to prevent and address conduct incompatible with those core values.
  3. The FAO Reference Centre undertakes to promptly inform FAO of allegations against its employees and any other persons involved in the implementation of activities in relation to these Terms and Conditions and which have been found to be credible under the FAO Reference Centre’s mechanisms.

### Representation and warranties

* 1. Collaboration under these Terms and Conditions is for operational purposes; it does not imply any right to provide access to the decision-making structures of FAO or to influence its policies or its position on any scientific and technical issues.
  2. The FAO Reference Centre agrees that it will not utilize the results of activities performed under these Terms and Conditions for commercial purposes.
  3. Collaboration with FAO and signature of these Terms and Conditions shall not affect FAO’s integrity, independence and impartiality in the implementation of its mandate, and particularly with respect to its Members.
  4. The FAO Reference Centre shall neither seek nor accept instructions from any authority external to FAO in connection with the performance of its obligations under these Terms and Conditions. Should any authority external to FAO seek to impose any instructions concerning or restrictions on the FAO Reference Centre’s performance under these Terms and Conditions, the FAO Reference Centre shall promptly notify FAO and provide all reasonable assistance required by FAO. The FAO Reference Centre shall not take any action in respect of the performance of its obligations under these Terms and Conditions that may adversely affect the interests of FAO, and the FAO Reference Centre shall perform its obligations under these Terms and Conditions with the fullest regard to the interests of the FAO.

1 Available at [https://www.unglobalcompact.org/what-is-gc/mission/principles.](https://www.unglobalcompact.org/what-is-gc/mission/principles)

### Privileges and immunities of FAO

Nothing in the Letter of Designation of the FAO Reference Centre, or in any document relating thereto, shall be construed as constituting a waiver of the privileges and immunities of FAO, nor as conferring any privileges or immunities of the Organization to the FAO Reference Centre, or its personnel.

### Applicable law

The Letter of Designation and any dispute arising therefrom shall be governed by general principles of law, to the exclusion of any single national system of law.

### Settlement of disputes

* 1. Any dispute between the Parties concerning the interpretation and the execution of the Letter of Designation, or any document or arrangement relating thereto, shall be settled by negotiation between the Parties. If the dispute is not settled by negotiation between the Parties, it shall, at the request of either Party, be submitted to one (1) conciliator. Should the Parties fail to reach agreement on the name of a sole conciliator, each Party shall appoint one (1) conciliator. The conciliation shall be carried out in accordance with the Conciliation Rules of the United Nations Commission on International Trade Law (UNCITRAL), as at present in force.
  2. Any dispute between the Parties that is unresolved after conciliation shall, at the request of either Party, be settled by arbitration in accordance with the Arbitration Rules of UNCITRAL, as in force at the time of issuance of the letter of designation.
  3. The conciliation or the arbitration proceedings shall be conducted in the language in which the Letter of Designation is drafted provided that it should anyway be one of the six (6) languages of the Organization (Arabic, Chinese, English, French, Russian and Spanish). In cases in which the language of the Letter of Designation is not a language of the Organization, the conciliation or the arbitration proceedings shall be conducted in English. The place of arbitration shall be Rome, Italy.
  4. The Parties may request conciliation during the execution of the Letter of Designation and anyway not later than twelve (12) months after the expiry or the termination of the Letter of Designation. The Parties may request arbitration not later than ninety (90) days after the termination of the conciliation proceedings.
  5. Any arbitration award rendered in accordance with the provisions of this Article shall be final and binding on the Parties.

### Period of designation

The designation as an FAO Reference Centre shall come into effect upon the date of the written acceptance by the institution of these Terms and Conditions. The designation shall remain in effect for a period of five (5) years. The designation may be extended by FAO beyond such period upon positive review, as described below.

### Joint mid-point review, final review and renewal of designation

* 1. After the designation comes into effect, the collaboration shall be subject to a joint mid-point review between the [*insert full name of the relevant technical unit]* of FAO and the FAO Reference Centre at the middle of the third year. Due consideration shall be given to the annual reports submitted by the FAO Reference Centre to FAO.
  2. The mid-point review and the final review shall be based on the degree of progress and/or compliance with the ‘Areas of Collaboration’ (Article 2 refers) and the quality of the contributions made to assist FAO in its mission of providing authoritative advice to its Members.
  3. At the conclusion of the five-year period, the FAO Reference Centre shall submit a comprehensive five (5) year report to FAO no later than six (6) months before the expiry date of the designation period. This report will encompass the achievements of the FAO Reference Centre during its designation period, and will provide a basis for the final review and consideration for a potential renewal of the designation period.
  4. Upon positive mid-point and final review, the designation as an FAO Reference Centre may be renewed with mutually agreed terms of reference and a work plan for a specified period of time. If interested, the FAO Reference Centre should contact the [*insert full name of the relevant technical unit*] of FAO not less than six (6) months before the expiry of the five (5) year period to discuss the possibility of renewing the designation. Designations may not be renewed past their expiry.

### Termination

* 1. This Agreement, and consequently the designation as FAO Reference Centre, may be terminated by either Party upon thirty (30) days’ written notice given to the other Party. The Parties shall not be required to provide reasons for termination.
  2. In the event of termination, the Parties shall agree on measures required for the orderly conclusion of ongoing activities.