



## Memorandum of Understanding

Between the

**FOOD AND AGRICULTURE ORGANIZATION OF THE  
UNITED NATIONS (FAO)**

And the

**NILE BASIN INITIATIVE (NBI)**

On

**COLLABORATION REGARDING DEVELOPMENT  
ACTIVITIES IN THE KAGERA RIVER BASIN**

**MAY 2012**

The Food and Agriculture Organization of the United Nations (hereafter referred to as "FAO") having its headquarters in Rome, Italy, and the Nile Equatorial Lakes Subsidiary Action Program (hereafter referred to as "NBI-NELSAP"), represented by the (Secretariat of) Nile Basin Initiative (hereafter referred to as "NBI"), having its headquarters in Entebbe, Uganda (FAO and NBI-NELSAP hereafter jointly referred to as the "the Parties"):

Recognizing the unique contribution of the NBI (a partnership initiated and led by the riparian states of the Nile River through the Council of Ministers of Water Affairs of the Nile Basin states) in the development of a comprehensive initiative sharing substantial socioeconomic benefits, promoting regional peace and security, cooperating in complex water resources management, and using participatory processes to achieve sustainable socioeconomic development through the equitable utilization of, and benefit from, the common Nile basin water resources. Recognising also that the initiative provides an institutional mechanism, a shared vision, and a set of agreed policy guidelines to provide a basin wide framework for joint action through the outputs of the Nile Transboundary Environmental Action Project which are presently mainstreamed through the Nile Basin Sustainability Framework, which provides a strategic framework for environmentally sustainable development and supports basin wide environmental action linked to transboundary issues;

Recognizing the important contribution of Nile Equatorial Lakes Subsidiary Action Program of the NBI to reversing environmental degradation and promoting investment and economic growth and thereby the eradication of poverty and to using instruments through its Subsidiary Action Programme and promotion of inter-country cooperation and investment projects related to the common use of the Nile Basin water resources in the equatorial lake region;

Recalling that FAO was already actively involved in NBI providing technical and operational assistance through the project "Information Products for Nile Basin Water Resources Management" supported by the Government of Italy, directed and supervised by a steering committee of Nile Basin countries, including representatives of Ministries of Water of the countries of the Kagera basin. Further recognising that FAO's technical mandate includes the provision of the essential knowledge-base for sustainable use of land and water resources through their improved management, development and conservation, in order to increase food security, alleviate poverty and secure a healthy environment and thereby contribute to the Millennium Development Goals and to Sustainable Natural Resources Management. In this regard, FAO (Land and Water Division, as part of the Natural Resources and Environment Department), provides policy and technical advisory services to help improve access to and increase efficiency and productivity of land and water resources in agriculture (irrigation and rainfed) while maintaining land and water resources and addressing transboundary management issues

Considering that FAO is both implementing agency and executing agency of the project "Transboundary Agro-ecosystem Management Programme for the Kagera River basin" (hereafter referred to as "Kagera TAMP") supported by the Global Environmental Facility, addressing the territory in the upper part of the Nile and Lake Victoria basins shared by the countries of Burundi, Rwanda, United Republic of Tanzania, and Uganda, that includes the headwaters of the Nile watershed. Kagera

TAMP supports the implementation of transboundary agro-ecosystem management actions with the long-term goal to protect the integrity of the ecosystems of the Kagera Basin and to harness global environmental benefits by ensuring the productive and sustainable use of the biodiversity resources and agricultural ecosystems. Furthermore, Kagera TAMP is mobilising the adoption of productive and sustainable land management and livelihood strategies of local populations in arable, agro-pastoral and range lands. An integrated ecosystem management approach across the transboundary river basin and promotion of sustainable land management practices is expected to achieve local and global environmental benefits in terms of helping to combat degradation, rehabilitate degraded lands, conserve and ensure the sustainable use of biodiversity, notably agricultural biodiversity, and to thereby contribute to protection of the international waters of the Kagera basin and to climate change mitigation and adaptation through enhanced carbon sequestration and coping strategies.

Considering that the collaboration between the Parties was initiated during the Kagera TAMP project development phase (PDF-B) at the regional Kagera TAMP workshop in November 2005, and throughout follow-up meetings since 2006 between NBI-NELSAP Coordination Unit, the FAO Land and Water Division, and the Lead Technical Unit for Kagera TAMP. In developing the project among the four countries, NBI-NELSAP and Kagera TAMP were identified as complementary programs deserving the establishment of a specific collaboration mechanism, where preliminary areas for collaboration and co-funding arrangements were identified by representatives of the Parties regarding agriculture, environment and water sectors for further elaboration during project implementation. In particular, the NBI-NELSAP "Kagera River Basin Transboundary Integrated Water Resources Management and Development Project" (hereafter referred as "Kagera TIWRMP"), which targets the entire Kagera River basin but focuses on integrated water resources management and development, was identified as most relevant for collaboration in the framework of Kagera TAMP;

Acknowledging the relevance of the results obtained so far in the Kagera watershed areas by the NBI-NELSAP and particularly the studies and actions targeting geographical knowledge, water use in agriculture, and the environment and water sectors. Recognising also the particular relevance of the collaborative Kagera TIWRMP, (supported by Norway, Sweden, and the World Bank through the Nile Basin Trust Funds) aiming to establish a sustainable framework for joint management of the shared water resources, to the development of an investment strategy (also by conducting pre-feasibility studies), and to building capacity at all levels for sustainable management and development of Kagera River Basin countries. In the framework of the pre-feasibility studies undertaken by NBI-NELSAP, the Kagera River Basin Monograph (Basin Development Report), the Kagera River Basin Atlas prepared in 2008, and the Kagera Integrated River Basin Management and Development Strategy completed in 2010, are acknowledged for their particular importance in view of its geographical information system comprising data on biophysical aspects of the water and related resources (geography, hydrology, land use, agriculture, hydropower, environmental, fisheries, navigation, tourism, etc.), social aspects (including essential demographic, social development, livelihood, health and gender/youth information), and economic aspects and trends (including present

trade, industry, economy, tourism, and links of water and related resources development and management to poverty reduction);

Noting that the Parties have common interest in improving the quality and timely delivery of land resource management information sharing to assist countries to make wise planning and decisions during project implementation;

The Parties have entered into the following Memorandum of Understanding (hereafter referred to as the "MoU") to cooperate as set forth herein on a non-exclusive basis.

## **Article 1: General scope of cooperation**

The Parties agree to collaborate for the purpose of:

- (i) Avoiding overlap and duplication that may negatively affect the effective implementation of projects geared toward sustainable development of the Kagera river basin;
- (ii) Ensuring the development and implementation of a coherent strategic and planning framework to support sustainable land management efforts of rural communities in the Kagera basin;
- (iii) Ensuring synergetic and non replicated actions in areas that are of particular relevance for the Parties such as awareness raising and training in resource management, agriculture, livestock, land, and forestry sectors with a view to reducing negative impacts of farming and herding activities on soil, water and biological resources and on ecosystem functions (direct impacts on arable and pasture systems, and impacts on wetlands, forests and protected areas);
- (iv) Furthering the mutual knowledge of the, priorities and methods of work within the Kagera watershed in relation to sustainable land management, agriculture, livestock, water, land and forestry with the objective of moving towards common basin scale (or basin wide) management and participatory approaches;
- (v) Identifying, in a selected manner, the nature of common planning and intervention methodologies by establishing mechanisms to ensure shared information management including collaborative planning and intervention processes and coordination between project teams, scientific committees, and concerned institutions.

## **Article 2: Areas of Cooperation**

Areas of mutual interest may include, but are not limited to the areas of:

- (i) Participation of the NBI-NELSAP in the Kagera TAMP basin-wide coordination efforts to facilitate trans-boundary dialogue, basin-level planning, policy harmonisation and coordination of national/sub-national actions;

- (ii) Participation of the NBI-NELSAP as Observer in the activities of the Regional Project Steering Committee of the Kagera TAMP;
- (iii) Fostering a coordinated Kagera environmental monitoring and information system;
- (iv) Promoting technical exchange visits and joint capacity building activities in the agriculture, environment, land and water sectors, and other areas of common interest between the Parties;
- (v) Optimize knowledge sharing (including sharing experiences and lessons learnt, ToRs, and study reports) regarding agriculture, livestock, water, land and forestry sectors, natural resources diagnostics, experiences of participatory planning, especially those related to land and natural resources management at a local to a basin scale; and other areas of common interest between FAO and NBI-NELSAP;
- (vi) Advice and support by NBI-NELSAP on hydrological monitoring of micro-catchments, knowledge sharing, and use of existing infrastructure for demonstrating positive effects of sustainable land management measures on reducing erosion and sedimentation;
- (vii) Collaboration between FAO and NBI-NELSAP in the review of term of references, technical documentation and identification of resource persons/experts and implementation of studies of common interest of the Parties.

### **Article 3: Plan of work**

The plan of work will include the following steps among others:

- (i) At the start up of the MoU, the interchange of available experiences and lessons learnt will be undertaken in a timely fashion to facilitate Kagera TAMP project start-up.
- (ii) A representative of the NBI-NELSAP will participate in the Regional Project Steering Committee meetings of the Kagera TAMP as Observer with a view to update partnership on relevant NBI-NELSAP processes and activities;
- (iii) Joint organization and/or participation in workshops and training sessions related to natural resources planning and management and specific activities of mutual interest of the Parties;
- (iv) Other as appropriate.

The activities to be implemented by the Parties under this MoU are subject to decisions of their respective governing bodies and their respective applicable regulations, rules, policies and procedures.

#### **Article 4: Financial resources**

The MoU implies no financial commitment by either Party.

#### **Article 5: Intellectual property rights**

Intellectual property rights, including copyright in material (e.g. statistical information, reports and maps) made available by either Party to the other, for the purposes of activities carried out under this MoU, shall remain with the originating party, which hereby grants the other party the right to use them for the specific purposes and only under the conditions stipulated in this MoU, unless separately negotiated and agreed. Therefore, all ToRs, and study reports and other documentation mutually interchanged between the Parties will be duly referenced when used in any activity compatible to the objectives of this MoU. Likewise, the use of equipments, technologies, and infrastructures within to the objectives of this MoU will be duly referenced.

Furthermore, copyright in material developed jointly by FAO and NBI-NELSAP under the framework of this MoU shall be jointly vested in both parties. This shall include the right of both Parties to use such material for non-commercial purposes compatible with the objectives of this MoU.

#### **Article 6: Publishing arrangements, Use of logos and names**

Detailed publishing arrangements will be agreed between the parties for individual published products deriving from the project activities, where necessary through a joint publishing agreement.

The Parties will agree which products such as reports, maps, etc, are to be published and distributed with the Parties' logos and name with a prior case by case agreement and written permission. In any other case, the Parties agree not to use in any press release, memo, report or other published disclosure related to this MOU any of the other Parties' names or logos without prior written agreement by the party concerned.

The FAO disclaimer and appropriate copyright notice will be included on items and publications published with the FAO official logo.

## **Article 7: Confidentiality clause**

Neither of the Parties nor its personnel shall communicate to any other person or entity any confidential information made known to it by the other Party (Parties) in the course of the implementation of this MoU nor shall it use this information to private or company advantage. This provision shall survive the expiration or termination of this MoU.

## **Article 8: Privileges and Immunities**

Nothing in this MoU or in any document or arrangement relating thereto, shall be construed as constituting a waiver of privileges or immunities of FAO, nor as conferring any privileges or immunities of FAO to NBI-NELSAP or to its personnel.

## **Article 9: Applicable law**

This MoU, and any document related thereto, shall be governed by general principles of law, to the exclusion of any national system of law.

## **Article 10: Dispute settlement**

Any dispute between NBI-NELSAP and FAO relating to the interpretation or application of this MoU, or any document or arrangement relating thereto, shall be resolved by mutual negotiation between the Parties.

## **Article 11: Amendments, entry into force and duration**

Any amendment or addition to this MoU shall be agreed by the Parties in writing.

The present MoU, drawn up in English, shall enter into force upon signature by both Parties. It shall have an initial duration of one (1) year, after which it can be renewed, under the same terms and conditions, with the objectives to facilitate arrangements for post project sustainability activities to be implemented in conjunction with national entities.

The Parties may terminate this MoU by communicating its withdrawal to the other party in writing, to be sent, also by facsimile or electronic mail and confirmed by registered post, at least with three (3) months notice. In this event, the Parties will agree on measures required for the orderly conclusion of ongoing activities and each party shall retain the right to use the jointly vested intellectual property developed under this MoU.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties Affix their signatures below:

On behalf of the  
Nile Basin Initiative (NBI)

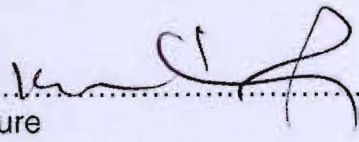
On behalf of the Food and Agriculture  
Organization of the United Nations  
(FAO)


.....08/09/2012 Entebbe.....  
Place and date

Rome, .....08/06/2012.....  
Place and date

.....Wael Khairy.....  
Signature

Dr. Wael Khairy  
Executive Director

..........  
Signature

 Alexander Müller  
Assistant Director-General  
Natural Resources Management and  
Environment Department