



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE PAN AFRICA AGENCY FOR THE GREAT GREEN WALL OF
THE SAHEL AND SAHARA INITIATIVE (PAGGW)

AND

THE AFRICAN FOREST FORUM (AFF)

To

COOPERATE IN SUPPORT OF IMPLEMENTATION OF THE
GREAT GREEN WALL OF THE SAHEL AND SAHARA INITIATIVE

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PREAMBLE

1. The Pan Africa Agency of the Great Green Wall of the Sahel and Sahara Initiative , hereinafter "PAGGW", is an intergovernmental organization with international legal status created under the aegis of the African Union and the Community of Sahel-Saharan States, by Agreement dated June 17, 2010 between the Heads of State and Government of Sahel-Saharan States: Burkina Faso, Djibouti, Eritrea, Ethiopia, Mali, Mauritania, Niger, Nigeria, Senegal, Sudan, Chad.

It is headquartered at: PO Box 395 Bololo District, 2nd District, N'Djamena (Chad).

2. PAGGW aims to achieve the establishment of the Great Green Wall Initiative. It is responsible for the coordination and monitoring of implementation activities of the Great Green Wall Initiative and the mobilization of resources.

3. The Great Green Wall Initiative of the Sahael and Sahara Initiative has the overall objective of contributing to the fight against desert encroachment and development of the Saharan-Sahelian areas, through sustainable management of natural resources and the fight against poverty. The specific objectives are: (i) preserve / enhance biodiversity, (ii) restore / conserve soil, (iii) diversify exploiting systems, (iv) satisfy household needs (for wood products and / or non-wood), (v) increase revenue through the promotion of income generating activities and the installation of basic social infrastructure, (vi) improve capacity for carbon sequestration in soils and vegetation cover.

4. The Great Green Wall of the Sahael and Sahara Initiative also incorporates various mechanisms of human development, such as Sustainable Development, Clean Development and the Fight against Poverty. The PAGGW wishes to establish effective and cooperative relations that will have lasting positive impacts on the lives of the rural population (especially of the poor farmers) and by strengthening their institutional and operational collaboration.

5. The African Forest Forum (hereinafter referred to as "AFF") is an association of individuals who share the quest for and commitment to the sustainable management, use and conservation of the forest and tree resources of Africa for socio-economic wellbeing of its people and for the stability and improvement of its environment. AFF is a not-for-profit international non-governmental organization registered in Kenya, Tanzania and Niger.

6. The purpose of AFF is to provide a platform for information sharing, expertise development and creation of an enabling environment for independent and objective analysis, advocacy and advice on relevant policy and technical issues pertaining to achieving sustainable management, use and conservation of Africa's forest and tree resources as part of efforts to reduce poverty, promote economic and social development and protect the environment.

7. PAGGW and AFF, referred to as "the Parties", are motivated by their common will to achieve their goals of "fight against poverty, hunger and malnutrition" and "sustainable management of ecosystems"

and "fight against the effects of climate change", especially through the production and use of knowledge and innovative skills of the actors, particularly, people in areas covered by the Great Green Wall Initiative.

RECOGNISE THAT:

1. The relationship between natural resources conservation and sustainable development is particularly important in Africa where the social, political, economic and technological problems in combination with the forest ecosystem's fragility have produced inadequate management and use of the resources, negatively affecting the well-being of the people on the continent, the economies of their countries, and the environment they live in.
2. They share common goals and objectives with regard to the conservation, protection, enhancement and support of nature and natural resources, including conservation of Africa's forest and tree resources and wish to collaborate to further these common goals and objectives within their respective mandates and governing rules and regulations.
3. AFF and PAGGW are in a position to make significant contributions to improve the management and wise use of forest and tree resources on the continent in ways that effectively support socio-economic development, alleviate poverty, and enhance environmental protection on the continent.

AGREE TO:

Establish a Memorandum of Understanding (hereinafter referred to as "MoU") with the aim of consolidating, developing and intensifying their cooperation and their effectiveness to achieve the common goals and objectives in the implementation of the Great Green Wall Initiative.

Article 1: Scope of the MoU

This MoU sets the framework for partnership in the implementation of the Great Green Wall Initiative between PAGGW and AFF and specifically, in forestry development and environmental management in the area of the 'Great Green Wall Initiative.

Article 2: Objective of the MoU

2.1. The objective of this MoU is to provide a framework of cooperation and understanding and to facilitate collaboration between the Parties to further their shared goals and objectives in regard to the conservation, protection, and support of nature and natural resources to enhance socio-economic development of the member countries, alleviate poverty in the region, as well as support the stability and improvement of the environment in the region.

2.2. The objectives of this MoU will be achieved through:

1. (a) Regular dialogue meetings and consultations between PAGGW and AFF;
2. (b) Implementation of activities, projects and programs in accordance with Article 1 above, defined through amendments which become integral parts of this MoU between the Parties.

Article 3: Interpretation

Any Annex to this MoU shall be considered part of this MoU. Unless the context otherwise requires, references to this MoU shall be construed as a reference to this MoU including the Annex hereto, as varied or amended in accordance with the terms of this MoU.

Implementation of activities/projects/programmes pursuant to this MoU shall necessitate the execution of appropriate legal agreements between the Parties.

Article 4: Areas of Cooperation

Parties are willing to collaborate on the following:

1. The participation / contribution to activities related to the implementation of the Great Green Wall for the Sahel and the Sahara Initiative through restoration of terrestrial degraded ecosystems in order to increase food security reduce poverty; build capacity to contain the negative effects of climate change and environmental protection.
2. The development and dissemination of educational and awareness materials about the place and role of forests in global negotiations on climate, information on adaptation, mitigation, carbon market and trade access, the challenges and opportunities in climate change.
3. Development and improvement of capacities in all areas that can contribute to the implementation of the Initiative.

Article 5: Organization of the Cooperation

The Parties agree to establish within the framework for the implementation, monitoring and evaluation of this MoU, a Management Committee and a Steering Committee.

5.1 The Management Committee: Its role is to provide guidance and ensure the implementation of the MoU. It consists of the Executive Secretaries of the PAGGW and the AFF or their representatives.

5.2 The Steering Committee: It plays a scientific role. The objective is to facilitate and implement the decisions of the Management Committee and coordinate activities in the field by regional actors. It develops and implements the guidelines of the Management Committee and explores necessary synergies for the implementation of the Memorandum of Understanding. It includes two (2) members from each institution. Coordination of the Steering Committee will be provided by either Party. The Committee may appeal to any person or institution that could assist in carrying out its duties.

Article 6: Responsibilities of Parties

Parties shall be jointly responsible in accordance with Article 4 to:

1. Develop and implement plans and activities.
2. Facilitate the identification and mobilization of resources at the right time for their implementation.
3. To facilitate the strategic positioning and / or to advocate for either Party in the sub-regional, regional or global fora.

Specifically, for each joint activity it will be necessary to specify the scientific/technical, financial and administrative responsibilities and obligations of each Party.

Subsidiary agreements between the two Parties can also be prepared under this MoU.

Nothing in this MoU prohibits AFF and PAGGW from entering into MoUs with other institutions.

Article 7: Status of AFF and PAGGW personnel

The Parties acknowledge and agree that each Party is an entity separate and distinct from each other.

Employees, staff, representatives, agents of each Party to the MoU, including the staff hired to carry out joint activities under this MOU will be considered in any account or for any purpose that either as employees, staff, representatives, agents, companies or other affiliates of the other party.

Each party undertakes to inform its personnel involved in the implementation of joint activities related to this Memorandum of Understanding, and it remains only its employees and that the other Party is not responsible in respect of salaries, wages, insurance or other benefits due.

Article 8: Fundraising

The Parties will work together to ensure the mobilization of funds needed to carry out joint activities under this MoU

Article 9: Dispute settlement

Any dispute arising out of or in connection with this MoU shall be settled amicably between the two Parties. Should attempts at amicable negotiation fail, any such dispute shall, upon request by either Party, be referred to arbitration in accordance with an arbitration procedure to be agreed upon by both Parties.

Article 10: Official emblems and logos

1. Neither Party shall use the name, emblem or trademarks of the other Party, its subsidiaries, affiliates, and/or authorized agents, or any abbreviation thereof, in publications and documents produced by the Parties, without the express prior approval of the other Party in each case.
2. In no event will authorization of PAGGW and AFF names or emblems, or any abbreviations thereof, be granted for commercial purposes.

Article 11: Intellectual Property Rights

1. By mutual accord, each Party may make available to interested people and institutions the information derived from the projects or activities that are part of this collaboration, with due regard to intellectual property rights.
2. Any and all results from the joint projects or activities that might be published or disseminated will have reciprocal acknowledgement of both Parties.

Article 12: Notification and Amendments

1. Each Party shall notify the other in writing, within three months, of any proposed changes that the Party deems necessary for the execution of this MoU.
2. Upon receipt of such request, the Parties shall consult with a view to reaching an agreement on the proposed changes.
3. This MoU may be amended only by mutual agreement of the Parties and reflected in writing.

Article 13: Termination

1. This MoU may be terminated by either Party by giving a three (3) months prior notice to the other Party in writing.
2. Unless agreed otherwise, upon termination of this MoU, the rights and obligations of the Parties defined under any other legal instrument pursuant to this MoU, will cease to be effective.

Article 14: Duration

This MoU shall be effective for a period of three (3) years, unless terminated in accordance with Article 14 above. Its content shall be reviewed as often as necessary.

The present MoU is renewable by tacit renewal in three (3) years, in the same clauses and conditions, unless one of the Parties wishes to end it at the end of one of the periods, by notifying the other Party of its intention, by letter from the qualified authority, at least three (3) months before the expiring date.

Article 15: Date of Commencement

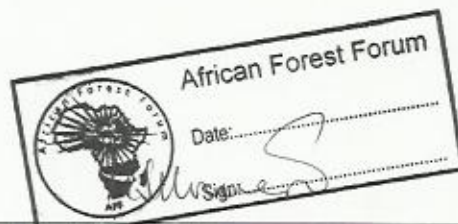
This MoU takes effect on the date it is signed by both Parties.

Signed in two original copies in English and French languages:

Nairobi, May 24, 2012

For: Pan Africa Agency of the Great Green Wall

For: African Forest Forum



Executive Secretary
Prof. Abdoulaye DIA

Executive Secretary
Prof. Godwin KOWERO

