

**MEMORANDUM OF UNDERSTANDING BETWEEN**  
**THE**  
**FOOD AND AGRICULTURE ORGANIZATION**  
**OF THE UNITED NATIONS (FAO)**  
**AND THE**  
**NATIONAL INSTITUTE FOR SPACE RESEARCH OF THE FEDERATIVE**  
**REPUBLIC OF BRAZIL (INPE)**

*Preamble*

The Food and Agriculture Organization of the United Nations (hereafter referred to as "FAO") and the National Institute for Space Research of the Ministry of Science and Technology of the Federative Republic of Brazil (hereafter referred to as "INPE");

*Recognizing* that FAO was established for the purpose of raising levels of nutrition and standards of living; securing improvements in the efficiency of the production and distribution of all food and agriculture products; bettering the conditions of rural populations and thus contributing toward the expanding world economy and ensuring humanity's freedom from hunger;

*Considering* that to achieve that purpose, FAO leads international efforts to defeat hunger. Serving both developed and developing countries, FAO acts as a neutral forum where all nations meet as equals to negotiate agreements and debate policy. FAO is also a source of knowledge and information. FAO helps developing countries and countries in transition to modernize and improve agriculture, forestry and fisheries practices and to ensure good nutrition for all.

*Recognizing* further that INPE is a research institute of the Brazilian Ministry of Science and Technology whose mission is to foster science and technology in the earth and space environment by offering products and regular services to the benefit of the country and of the international community.

*Considering* that INPE seeks institutional alliances in order to share competences and experiences as part of its institutional values.

FAO and INPE (hereinafter referred also as "Party" or "Parties") hereby agree to strengthen their collaboration through the signing of a Memorandum of Understanding (MoU) as follows:

*Article 1*

The purpose of this MoU is to ensure cooperation between FAO and INPE by consultation, coordination of efforts, mutual assistance and joint action in fields of common interest to both Parties, in accordance with their respective objectives and principles.

## *Article 2*

FAO and INPE agree to:

- a) Cooperate in organizing and supporting a technical proposal for a national Measurement, Reporting and Verification (MRV) system to report greenhouse gases emissions (GHGs) by sources and removals by sinks under the United Nation Framework Convention on Climate Change (UNFCCC). This proposal will be mainly based on the Parties' existing experiences in the field of national forest inventories and land observation through satellite remote sensing data. In particular, the MRV system option will recognize the use of the software TERRA as the tool to manage and analyze remote sensing (RS) and spatial information data. It will also recognize the combination of geographical explicit information information for land use representation (as per approach 3 of the good practice guidance for land use, land-use change and forestry of the Intergovernmental Panel on Climate Change) and national field measurements as the best combination to compile GHGs inventories for Land use, Land-use Change and Forestry, according to the the Intergovernmental Panel on Climate Change (IPCC);
- b) Cooperate, as appropriate, to promote capacity building activities for developing countries on issues related to land monitoring. The objective of these activities will be to build technical expertise in developing countries and to help these countries in becoming autonomous in their land monitoring and reporting activities;
- c) Cooperate to ensure free satellite data distribution to ensure that monitoring could be realized consistently over time;
- d) Promote staff exchange and secondments, and:
- e) Facilitate data exchange to ensure access to the datasets of the Parties for the purposes of undertaking work under the MoU.

## *Article 3*

The Parties will conduct consultations at the technical level in order to translate the broad areas of collaboration identified in Article 2 into more specific and concrete joint action, including consultations on potential common publications or common capacity building actions. These Parties will agree on detailed working arrangements for cooperation activities in specific areas, as appropriate.

## *Article 4*

This MoU does not create any financial commitments for or between the Parties. Any specific activities under this MoU shall be subject to the availability of funding, and shall be agreed upon in supplemental agreements.

## *Article 5*

Intellectual property rights, in particular copyright of material to be used to carry out the activities under this MoU shall remain with the originating party unless separately negotiated and agreed.

#### *Article 6*

The implementation of this MoU will be reviewed at an appropriate level every two years.

#### *Article 7*

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.

#### *Article 8*

Any dispute between the Parties concerning the interpretation and the execution of this MoU, 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 conciliator. Should the Parties fail to reach agreement on the name of a sole conciliator, each Party shall appoint one conciliator. The conciliation shall be carried out in accordance with the Conciliation Rules of the United Nations Commission on International Trade Law, as at present in force.

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 the United Nations Commission on International Trade Law, as at present in force. The arbitral tribunal shall have no authority to award punitive damages.

The conciliation or the arbitration proceedings shall be conducted in English.

The Parties may request conciliation during the execution of the MoU and anyway not later than twelve months after the expiry or the termination of the MoU. The Parties may request arbitration not later than ninety days after the termination of the conciliation proceedings.

Any arbitration award rendered in accordance with the provisions of this Article shall be final and binding on the Parties.

#### *Article 9*

The present MoU and any document or arrangement relating thereto shall be governed by general principles of law, to the exclusion of any single national system of law.

#### *Article 10*

This MoU shall enter into force on the date of signature by both Parties. It may be amended by mutual written agreement of FAO and INPE, in accordance with their respective rules and regulations. Such amendments shall enter into force one month following notifications of consent by both Parties.

The MoU shall remain in force until terminated by mutual consent or by either Party upon six-month written notice given to the other Party. In that event, the Parties will agree on measures for the orderly conclusions of any ongoing activities.

In witness whereof, the undersigned, being duly authorized thereto, have signed the present MoU in the English language in three copies.

**Signed on behalf of the Food and Agriculture  
Organization of the United Nations (FAO):**

Signature: \_\_\_\_\_



Date: 10 December 2010

Jacques Diouf, Director General, FAO

**Signed on behalf of the National Institute for  
Space Research (INPE):**

Signature: \_\_\_\_\_



Date: 10 Dec 2009

Gilberto Câmara, General Director, INPE