

**AGREEMENT BETWEEN THE PORTUGUESE REPUBLIC AND THE FOOD AND AGRICULTURE  
ORGANIZATION OF THE UNITED NATIONS FOR THE ESTABLISHMENT OF  
AN FAO PARTNERSHIP AND LIAISON OFFICE IN LISBON**

**CONSIDERING** the Agreement between the Portuguese Republic and the Food and Agriculture Organization of the United Nations (FAO) for the establishment of an Information Office in Lisbon, concluded on 25 July 2008;

**CONSIDERING** that the Portuguese Republic and FAO face the challenge of fighting hunger and all forms of malnutrition and that, with this objective, they collaborate in the implementation of the Food Security and Nutrition Strategy in the Member States of the Community of Portuguese Speaking Countries (CPLP), through a greater cooperation in policy formulation and in the implementation of programmes to strengthen the governance of Food Security and Nutrition, Social Protection and the strengthening of Family Farming;

**CONSIDERING** that the desire of the Portuguese Republic and FAO to develop projects and activities with the Member States of the CPLP and other States necessitates that the status of the current FAO Information Office in Lisbon be upgraded into a Partnership and Liaison Office, also with resources coming from other partners;

**CONSIDERING** the importance that the upgraded status of the FAO Office in Lisbon will have for the dissemination and exchange of information and knowledge among the Member States of the Community of Portuguese Speaking Countries (CPLP), with the objective of supporting and strengthening technical cooperation and collective efforts to combat hunger and poverty, as well as global public goods related to food and agriculture, including technical information, international standards, food safety assessment, pests and diseases, environmental effects due to agricultural activities, international agreements on food matters, genetic resources and fisheries management;

**CONSIDERING** the "Lisbon Charter for the Strengthening of Family Farming" adopted at the CPLP High Level Meeting on Family Farming on 7 February 2018, and the expressed wish to actively participate in the United Nations Decade for Family Farming (2019- 2028);

**CONSIDERING** that the Portuguese Republic and FAO share the objective of promoting sustainable food systems and diets, including increasing agricultural productivity with environmental sustainability, promoting its resilience in the context of climate change, political-military conflicts and increased migratory flows in the CPLP and also in the countries of the Mediterranean basin;

**CONSIDERING** that FAO and the Portuguese Republic intend to expand their technical cooperation agenda to contribute to the achievement of the Sustainable Development Goals of the 2030 Agenda;

**CONSIDERING** that the Portuguese Republic recognizes the technical capabilities and experience of FAO in fighting hunger and malnutrition and promoting rural development, as expressed in the Framework Agreement between the Portuguese Republic and FAO, signed in Lisbon on 31 July 2012;

The Portuguese Republic and the Food and Agriculture Organization of the United Nations (hereinafter referred to as “the Parties”),

Agree as follows:

## **Article 1**

### **(Objective)**

The Portuguese Republic and the Food and Agriculture Organization of the United Nations (hereinafter FAO) agree to upgrade the level and status of FAO's representation in Lisbon from Information Office to a Partnership and Liaison Office.

## **Article 2**

### **(Functions of the Office)**

The establishment of the FAO Partnership and Liaison Office in Lisbon aims to support development and cooperation actions, particularly with respect to agriculture and food in Portugal, in the countries of the CPLP or in other countries, with the objectives of dissemination and exchange of information and knowledge among the Member States of the Community of Portuguese Speaking Countries (CPLP).

## **Article 3**

### **(Director of the Office)**

1. FAO will appoint a Director of the Office who will be responsible for conducting the activities of the Lisbon Office.
2. The Director of the Office shall be responsible for all the aspects of FAO's activities in the Country, within the limits of the authority delegated to him or her by the Director-General of FAO, and shall liaise with other FAO offices, namely its Headquarters, FAO Regional Offices and FAO offices in the Member States of the CPLP.
3. Subject to the availability of financial resources, FAO may assign to the Office the staff necessary to support the Director in the performance of his / her functions.

## **Article 4**

### **(Partnership Committee)**

1. A joint Partnership Committee, of a consultative nature, is hereby established with the following functions:
  - i. Advise on proposals for activities or projects and their outcomes;
  - ii. Identify and promote possible synergies (including co-financing) between national entities or other donors, contributing to the pursuit of a thematic and programmatic approach;

- iii. Analyse and advise on the financial reports of activities and projects, as well as any other monitoring and/or evaluation reports;
  - iv. Advise on additional contributions to the activities of the Office;
  - v. The opinions and proposals of the Partnership Committee shall be published by the Office in Lisbon.
2. The Partnership Committee will be chaired by the Director of the Office in Lisbon.
3. Representatives of the Executive Secretariat of the CPLP and Representatives of Member States or of Mechanisms for facilitating the participation of civil society, private sector, academia, parliamentarians and local entities participating in the National Council of Food Security and Nutrition of the CPLP, may attend the meetings of the Partnership Committee, depending upon the needs and topics under discussion.
4. In order to promote a regular exchange of information, the Parties shall hold a meeting of the Partnership Committee at least once a year.

## **Article 5**

### **(Legal Personality and Capacity)**

The Partnership and Liaison Office, acting on behalf of FAO, shall enjoy legal personality in the territory of the Portuguese Republic. It will have the capacity to: a) contract; b) acquire and dispose of immovable and movable property; c) institute legal proceedings.

## **Article 6**

### **(Privileges and Immunities)**

The relevant provisions of the Convention on the Privileges and Immunities of the Specialized Agencies, adopted by the United Nations General Assembly on 21 November 1947, to which the Portuguese Republic is a Party, shall apply to the Partnership and Liaison Office.

## **Article 7**

### **(Obligations of the Portuguese Republic)**

1. The Portuguese Republic shall provide FAO, through the Ministry of Agriculture, Forestry and Rural Development, with appropriate premises, free of charge, for the Partnership and Liaison Office of the Organization in Lisbon.

2. FAO may receive civil servants from the Portuguese Republic, under the following conditions:

a) The Ministry of Agriculture, Forestry and Rural Development will be responsible for the salaries, social benefits, and other benefits due to those individuals;

b) Civil servants assigned to the Office shall hierarchically report to the Director of the Partnership and Liaison Office. The personnel assigned to the Office shall enjoy, in respect of official acts, functional immunities as provided in the Convention on the Privileges and Immunities of the Specialized Agencies referred to in the preceding article.

## **Article 8**

### **(Activities of the Office)**

1. The indicative list of initiatives and activities to be developed by the Office, in line with the thematic areas of the Food Security and Nutrition Strategy of the Community of Portuguese Speaking Countries (CPLP), is attached as Annex I, which forms an integral part of this Agreement.

2. FAO will provide technical assistance for the implementation of initiatives and activities that may be developed, through specific projects and other forms of assistance, in accordance with FAO rules and procedures. The details of each project will be set out in the relevant project document.

3. The Portuguese Republic, through its Ministry of Agriculture, Forestry and Rural Development, shall make an annual contribution to support the development of the initiatives, as defined in Annex II, which constitutes an integral part of this Agreement.

#### **Article 9**

##### **(Dispute Resolution)**

Any dispute or disagreement related to the interpretation and application of this Agreement shall be settled through diplomatic channels and by mutual consent.

#### **Article 10**

##### **(Amendments)**

1. This Agreement may be amended by mutual written agreement between the Parties.
2. Amendments shall enter into force in accordance with Article 11.

#### **Article 11**

##### **(Duration and Termination of the Agreement)**

1. This Agreement shall remain in force for an unlimited period of time.
2. This Agreement may be terminated by either Party, at any time, upon written notification through diplomatic channels of its intention to terminate the Agreement.
3. This Agreement shall terminate three months after the date of receipt of such notification.
4. The obligations of the Parties under this Agreement shall remain in force after its termination to the extent necessary to permit the orderly completion of agreed activities, the withdrawal of staff, funds and assets, the settlement of accounts between the Parties and the settlement of any contractual obligations related to personnel and subcontractors, consultants or suppliers.

5. The Parties shall implement this Agreement in good faith and amend it in accordance with the needs and interests of both Parties.

## **Article 12**

### **(Entry into Force)**

The Agreement shall enter into force thirty (30) days after receipt of the last written notification through diplomatic channels that all necessary internal requirements of both Parties for entry into force have been met.

IN WITNESS WHEREOF, the undersigned, duly authorized representatives of the Parties, have signed the present Agreement.

Signed at Rome, on 4 December 2018 in English and Portuguese, both texts being equally authentic.

For the Portuguese Republic

Luís Capoulas Santos  
Minister for Agriculture, Forestry and Rural  
Development

For the Food and Agriculture Organization of  
the United Nations

José Graziano da Silva  
Director-General

## **ANNEX I**

### **SCOPE OF COOPERATION**

#### **Introduction**

“Annex I: Scope of Cooperation” identifies the potential areas of activity of the Partnership and Liaison Office that will be detailed and subject to the resources made available to FAO through projects or voluntary contributions. These potential areas of activity are indicative and do not represent any commitment on the part of the Organization.

#### **1. Institutional Frameworks**

##### **Governance of Food Security and Nutrition**

- Exchange of knowledge, technical support and capacity-building for the establishment and operation of the National Councils of Food Security and Nutrition Councils in the Member States of the CPLP;
- Technical support to the Executive Secretariat of the CPLP for the operation and organization of the regular and special sessions of the Council of Food Security and Nutrition of the CPLP;
- Technical support to the Member States of the CPLP and to the Mechanisms for Facilitation of Social Participation in the Council of Food Security and Nutrition of the CPLP (Civil Society, Private Sector, Parliamentarians, Local Entities and Academia).

##### **Alignment and coordination for the implementation of the ESAN – CPLP**

- Facilitating the alignment and coordination of the action of FAO Representations in CPLP Countries, aiming at the implementation of the Food Security and Nutrition Strategy of the CPLP (ESAN - CPLP).

##### **Framework Agreement between the Portuguese Republic and FAO**

- The activities to be carried out by the Partnership and Liaison Office give effect to the activities set out in the Framework Cooperation Agreement between the Portuguese Republic and FAO.



- **Capacity building for technical staff from the CPLP countries.** Implementation of short-, medium- and long-term activities, including knowledge exchange, centres of competence, cooperation with academia and international postgraduate activities, to build capacities in the work areas identified here and (or) aiming at the implementation of ESAN - CPLP and the promotion of the Human Right to Adequate Food.

### **Internship Programme at FAO**

- FAO and the Government of Portugal may implement an internship programme for young professionals from Portugal and other CPLP countries in areas relevant to their institutional strengthening.

### **Information and Communication**

- The FAO Office will maintain its role of promoting FAO activities and disseminating information to Member States for the implementation of ESAN - CPLP.

## **2. Legal Frameworks**

### **Local Policies for Territorial Development and Human Right to Adequate Food**

- Strengthening the capacities of local authorities to formulate and implement Policies and Strategies on Territorial Development based on the Human Right to Adequate Food and the promotion and development of sustainable food systems;
- Support the drafting of legislation on the Human Right to Adequate Food, aiming to implement the ratification of the optional protocol to the ICESCR<sup>1</sup> in Portugal and other Member States of the CPLP;
- Knowledge exchange activities among the relevant actors of CONSAN - CPLP aiming at active participation in the development of the aforementioned legal frameworks;

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<sup>1</sup> The International Covenant on Economic, Social and Cultural Rights (ICESCR) adopted and opened for signature, ratification and accession by the General Assembly of the United Nations through Resolution No. 2200-A (XXI) of 16 December 1966. Portugal has been a Party to the ICESCR since 31 July 1978.

### **3. Public Policy Frameworks**

#### **Policies for the Strengthening of Family Farming**

- Following on from the "CPLP High Level Meeting on Family Farming" held in Portugal in February 2018 and the "Lisbon Charter for Strengthening Family Farming" signed at that event, FAO, in partnership with other entities, will support the Member States of the CPLP in implementing the agreed recommendations.
- FAO will facilitate support for the identification and preparation of applications for the recognition of "Globally Important Agricultural Heritage Systems" (GIAHS) in the CPLP, within the framework of the regional activity approved by the Council of Food Security and Nutrition of the CPLP.
- Knowledge exchange activities between the relevant actors of CONSAN - CPLP aiming at active participation in the development of the above-mentioned policies.

#### **Community-based local development cooperation**

- The Office may develop activities in support of cooperation initiatives, namely the identification of opportunities for transnational cooperation among the Member States of the CPLP within the scope of the European Union's Leader Programme.

#### **Policies and programmes for the revitalization of Diets and Sustainable Food Systems**

- FAO may develop programmes for cooperation and exchange of knowledge with a view to contributing to the appreciation of traditional and sustainable diets and food systems in the CPLP or in other regions with which collaboration may take place.

## **ANNEX II**

### **FINANCIAL CONTRIBUTION**

1. In order to strengthen the existing capacity of the Office and of the technical staff of the countries involved, FAO is prepared to receive two civil servants from the Government of Portugal. The salaries, social benefits, medical benefits and other benefits of these civil servants are to be borne by the Government of Portugal through the Ministry of Agriculture, Forestry and Rural Development.
2. To assure suitable working conditions for these individuals, the Government of Portugal shall ensure the provision of the necessary information technology and support services and external services necessary for the normal functioning of the office, and shall endeavour to provide appropriate facilities that ensure the best conditions for the implementation of the Office's activities.
3. From 2019, the Portuguese Republic will make regular annual payments of 50 000 (fifty thousand) USD, each to be made by 31 March of each year.

The transfer will be made to the FAO account, the details of which are provided below.

Account name: Food Agr Org - TF USD-NYC

Bank name: Citibank

399 Park Avenue

New York, NY, USA, 10022

Swift / BIC: CITIUS33

ABA / Bank code: 021000089

Account No. 36352577

With specific reference to "Partnership and Liaison Office with Portugal and CPLP".

4. FAO, in consultation with the Portuguese Republic, shall carry out activities and administer the funds provided by the Portuguese Republic in accordance with FAO Financial Regulations and other applicable standards, procedures and practices.
5. FAO shall produce an annual report on the activities of the Office, which shall include in an appropriate manner, the financial statements related to the Portuguese contributions managed by FAO, in accordance with the financial rules of the Organization.
6. Other entities may make available additional contributions for the activities of the Office, which will be subject to revision by the joint Partnership Committee. These additional contributions may be formalized in the terms agreed between the Parties.