



African Union



NEPAD

NEPAD Planning and
Coordinating Agency (NPCA)



MEMORANDUM OF UNDERSTANDING

Between

**The NEPAD Planning and Coordinating
Agency**

And

**The Pan-African Agency on the Great Green
Wall**

to

to



Memorandum of Understanding between the NEPAD Planning and Coordinating Agency and the Pan-African Agency on the Great Green Wall

PREAMBLE

The New Partnership for Africa's Development (NEPAD) Planning and Coordinating Agency here-in after referred to as the NEPAD Agency, the technical body of the African Union, located at Halfway House 1685, P.O. Box 1234 Midrand, Johannesburg, South Africa, represented by its Chief Executive Officer, **Dr Ibrahim Assane MAYAKI**;

And

The Pan-African Agency on Great Green Wall here-in after referred to as the Great Green Wall Agency, an inter-governmental organization created by Heads of State and Government of the eleven (11) member states of the Great Green Wall Initiative for the purposes of implementing the Great Green Wall trans-continental project, with its headquarters located at Quartier BOLOLO, 2e Arrondissement, BP 395 N'djamena, Chad, represented by its Executive Secretary, **Professor Abdoulaye DIA**.

The NEPAD Agency and the Great Green Wall Agency are herein referred to collectively as "Parties"

Recalling the Decision N° AU/14/(XIV) of February 1, 2010 of the African Union Assembly of Heads of State and Government approving the transformation of the Secretariat of NEPAD into the NEPAD Planning and Coordinating Agency;

Recalling the Convention of June 17, 2010 signed in Ndjamen (Chad) by the Heads of State and Government of Burkina Faso, Djibouti, Eritrea, Ethiopia, Mali, Mauritania, Niger, Nigeria, Senegal, Sudan and Chad enabling the creation of the Pan-African Agency on the Great Green Wall

Considering the statement of 137 (VIII) of the 8th ordinary session of the Conference of the Heads of State and Governments held on 29 and 30 January in Addis Ababa (Ethiopia) the "Great Green Wall Initiative"

Bearing in mind that the Africa Union in 2001 adopted the NEPAD Initiative as the socio-economic development programme for the continent and as a pledge by African Leaders, based on a common vision and a firm and shared conviction, to eradicate poverty and to place their countries, both individually and collectively, on a path of sustainable growth



and development and, at the same time, to participate actively in the world economy and body politic;

Recognizing the decision of the second ordinary Assembly of the African Union endorsing the Action Plan of the Environmental Initiative of NEPAD (Assembly/AU/Decision 10(11)) held in Maputo, Mozambique in July 2003;

Whereas the NEPAD Planning and Coordinating Agency is the technical body of the African Union mandated to facilitate and coordinate the implementation of continental and regional priority programmes and projects and to mobilize resources and partners in support of their implementation.

Whereas that the Great Green Wall Agency has as its mission the coordination and monitoring the realization of a green hedge aimed at arresting the southward advancement of the Sahara Desert and to contribute to sustainable development.

Cognizant that the Great Green Wall initiative is a flagship programme which is part of the NEPAD Environment Action Plan and is thus an African response to the various environmental, climate change, desertification and drought challenges with attendant effects on poverty, loss of biodiversity, populations, food insecurity and declining livelihoods of Africans.

Further cognizant that the general objective of the Great Green Wall programme is to contribute to the halting of the southwards encroachment of the Sahara Desert and to ensure sustainable management of natural resources and poverty alleviation in the Saharo-Sahelienne zone.

Inspired by the shared common goals and objectives with regard to the conservation, protection, enhancement and support of nature and natural resources, including biological diversity and improved livelihoods of communities in the programme area, the NEPAD Agency and the Great Green Wall Agency, agree to work together towards achieving the goals of establishing Great Green Wall and the objectives of the Environment initiative of NEPAD. .

THE PARTIES HEREBY AGREE ON THE FOLLOWING:

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Article 1: Objective

The present MoU aims at establishing closer cooperation between the two Parties in order to enhance the implementation of research and innovations relative to the creation of the Great Green Wall and improving rural livelihoods. This will include research, education and development activities thus ensuring that the regions' objectives of food security, social and economical growth, development, poverty reduction, and sustainable environment are attained.

Article 2: Areas of cooperation

The cooperation between NEPAD Agency and The Great Green Wall Agency is centred around research, education and the promotion of good agro-sylvo-pastoral practices of significant impact on livelihoods.

Specifically the collaboration will focus on:

- **Generate Knowledge:** engage in strategic research in the context of key continental challenges, and generate knowledge public goods that have the greatest potential for sustainably improving the well-being of the poor and protecting the environment;
- **Development-support:** strengthen African countries role in linking knowledge to action, and support development institutions in facilitating uptake and scaling-up of innovations derived from research for development;
- **Influence Policy:** engage in key continental and regional policy fora where mainstreaming knowledge has a particularly critical role to play in relation to decisions and practices that impact the poor; and
- **Enhance Networking:** support and facilitate institutional networking as a means of leveraging relevant capacity needed to channel the continent's growth and development
- **Project implementation support:** support the implementation of programs of the Great Green Wall Agency's operational plan in the following areas:
 - (i) **Program 1:** Agriculture, Forestry and Pastoralism,
 - (ii) **Program 2:** Soil, Water and Biodiversity, restoration, and conservation,



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(iii) **Program 3:** Resources monitoring and management systems

- **Promotion of local community development and good governance:** support local development initiatives.
- **Preparation of projects; mobilization of necessary funding;** and implementation of relevant agro-forestry programs aimed at restoring the productive capacities of the land and pastoral activities, as well as putting in place a natural resources monitoring and management system
- **Establishment of a scientific and technical platform** for the purposes of developing research and technological innovations deployable to the realization of the Great Green Wall initiative.

Article 3: Cooperation mechanisms - General clauses

The Parties shall hold regular bilateral meetings on matters of common interest aiming at development, implementation or review of programmes or projects. Such meetings will take place at least once every 12 months to:

- a. define common research, education and development activities within the region,
- b. discuss technical and operational issues related to furthering the objectives of this MOU;
- b. review progress of work undertaken by the parties pursuant to an agreed programme of work for the implementation of this MOU or any other specific and or separate instruments in the priority areas of cooperation mentioned in Article 2 above.

In implementing activities, projects or programmes including their funding in the agreed priority areas, the Parties shall execute a separate instrument appropriate for the implementation of such initiatives.

Article 4: Coordination

Projects funded within the framework of the present MoU, will be coordinated according to the rules, regulations and practices of the NEPAD Agency as the technical body of the African Union and the Great Green Wall Agency's operational mechanisms.

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Article 5: Confidentiality

During the course of this MOU, either party may acquire confidential information or trade secrets of the other ('Confidential Information').

The Parties undertake to preserve the confidentiality of any documents; information and important data exchanged within the framework of the present understanding, whatever the nature of their support.

This obligation does not apply either to information in the public domain nor to those which before the signing of the present MOU, were known neither by the Parties, nor to those communicated or obtained from a third Party through legal means.

Article 6: Intellectual Property

Under the framework of this MoU, 'Intellectual Property Rights or IPR' means all intellectual property rights, including:

- ideas, information, literary text, plant breeder's right, patents, copyright, registered designs, artwork, trademarks and any right to have confidential information kept confidential; and
- any application or right to apply for registration of any of the rights referred to above.

The Parties agree that any non-proprietary information developed under this MoU will be made publicly available.

Any creative work developed by the Parties under the framework of this MoU, including but not limited to all written, graphic, audio, visual and any other materials, contributions, applicable work product and production elements contained therein, whether on paper, disk, tape, digital file or any other media (the 'Joint Work'), shall remain the joint intellectual property of the Parties provided however that the Parties agree and acknowledge that the Joint Work shall be used exclusively for non-commercial purposes.

Parties to this MoU actively encourage the wide dissemination of creative works. Permission to make digital or hard copies of the joint creative work for personal use, education, research, training or other non-commercial use shall be granted. Where any material is reproduced for training or other outreach activity the user is requested to supply a copy (electronic or other



format) along with the details of use to the Parties. Proper citation is requested and modification is purely on a prior consent basis.

The names and logos of the Parties are registered marks and may not be used without express permission by either Party.

Article 7: Duration, Modification, Termination

This MoU will be in force for an initial period of three (3) years from the date of the last signature, unless otherwise terminated by either Party in accordance with subsequent paragraph below. The MoU, after consultations and consent by both parties can be renewed for a further period of 3 years.

A Party wishing to terminate this agreement will give three (3) months written notice to the other. Such termination shall not affect any supplementary agreements in effect at the time of termination. Termination of the supplementary agreements shall be governed by those agreements;

This MoU can be amended, with the approval of both Parties, by means of exchange of letters through the authorized officials at each institution. Either party may initiate the exchange of letters.

Notices to the respective Parties shall be addressed to:

<p>The Chief Executive Officer NEPAD Planning and Coordinating Agency P.O. Box 1234 Halfway House 1685 Midrand, Johannesburg, South Africa</p> <p>Tel: +27-112563600 Fax: +27-112063762</p>	<p>The Chief Executive Officer Pan-African Agency of the Great Green Wall BP 395 Quartier BOLOLO, 2e Arrondissement Ndjamená (Chad)</p> <p>Tel / Fax : +235 22 522099</p>
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Article 8: Dispute settlement



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Any dispute arising out of the interpretation and/or the application of the present MOU will be settled amicably through negotiation.

IN WITNESS THEREOF, in the interest of implementing a program of technical cooperation of mutual benefit to the contracting parties, three (3) original copies of this Memorandum of Understanding are signed by the respective officers of the NEPAD Agency and the Great Green Wall Agency, in the English and French languages, both texts being equally authentic:

Done at Addis on this 25 day of May 2010

For: NEPAD Agency

Dr. Ibrahim Assane MAYAKI
Chief Executive Officer

For: Great Green Wall Agency

Professor Abdoulaye DIA
Chief Executive Officer

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