



**Memorandum of Understanding
On Institutional Cooperation**

Between

**The D-8 Organization for Economic
Development (D-8)**

And

**The Islamic Organization for Food
Security (IOFS)**

17 March 2023

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PREAMBLE

- (1) **The Developing Eight Organization for Economic Development (D-8)**, a global arrangement and a forum composed by Bangladesh, Egypt, Indonesia, Iran, Malaysia, Nigeria, Pakistan and Türkiye, established on 15 June 1997 with the objective of improving Member States' position in the global economy, diversify and create new opportunities in trade relations, enhancing participation in decision-making at international level, and improving standards of living, headquartered in Istanbul, Republic of Türkiye, Darüşşafaka Caddesi Seba Center, No: 45, Kat: 3 Istinye 34460, Sarıyer, represented by its Secretary General H.E. Ambassador Isiaka Abdulqadir Imam acting on the basis of the Charter.

AND

- (2) **The Islamic Organization for Food Security ("IOFS")**, a duly formed international organization as a structural entity of the Organization of Islamic Cooperation ("OIC"), established by virtue of relevant resolution of the 40th OIC Council of Foreign Ministers (10-11 December 2013, Conakry, Republic of Guinea) to be responsible for activities in the field of food security, sustainable agriculture and rural development established under its respective Statute, headquartered in Astana, Republic of Kazakhstan, 55/21, Mangilik Yel Ave. AIFC, Unit 4, C4.2, represented by its Director General H.E. Mr. Yerlan A. Baidaulet acting on the basis of the Statute.

D-8 and IOFS are hereinafter individually referred to as the "**Party**" and collectively referred to as the "**Parties**".

WHEREAS

- (A) The D-8, in accordance with the first Summit Declaration (Istanbul, 1997), has, as the main objective of D-8, been declared to be socio-economic development in accordance with the following principles; peace instead of conflict; dialogue instead of confrontation; cooperation instead of exploitation; justice instead of double-standard; equality instead of discrimination; democracy instead of oppression; and guided by its Charter of 2012 and the D-8 Decennial Roadmap for 2020-2030, focuses its priority areas of cooperation in the trade, agriculture & food security, energy, transportation, industry & small and medium enterprises, and tourism;
- (B) The IOFS was established to foster the socio-economic development of Member States of the OIC, with the ultimate goal to promote food security, sustainable agriculture and rural development. Through its *Strategic Framework* composed of 16 programmes under 5 pillars based on the Strategic Vision 2031, the main mission is to safeguard sustainable food security in OIC Member States systemic promotion of targeted programs related to agriculture, science and technology, humanitarian aid, food trade and investments to the Member States; and

- (C) Considering the need to enhance and strengthen the sustainable food system, and their achievement of Sustainable Development Goals, the Parties have agreed to enter into the present Memorandum of Understanding (MoU).

ARTICLE I OBJECTIVE

The purpose of this MoU is strictly limited to expressing the desire of the Parties for mutual cooperation on the below mentioned areas of interest to enhance the food security, agriculture and rural development.

ARTICLE II SCOPE OF COOPERATION

- (1) **Key objectives and Areas of Cooperation** are as follows:

- 1.1. The Parties agree that they will cooperate closely and consult each another on matters of mutual interest in order to achieve their common objectives and carry out common initiatives.
- 1.2. The Parties agree to work together in good faith, through joint and concerted cooperation in accordance with the provisions of this MoU, in order to implement their objectives.
- 1.3. Within the context of their respective mandates, objectives and procedures, the Parties anticipate that their collaboration may focus on a number of specific areas best fitting their respective strategies and mandates.

- (2) With a view to strengthening their cooperation, the Parties intend to embark on **joint activities and projects** that shall leverage their extensive experience and expertise in various fields of food security and agricultural development, and collaborate in the following fields:

- 2.1. Development of aquaculture and fisheries;
- 2.2. Capacity building programmes toward effective governance, policies and institutions on food security and agriculture;
- 2.3. Private sector development and increasing trade and investment in agri-food sector, as well as capacity building in entrepreneurship, agribusiness and business development for expanding youth employment opportunities;
- 2.4. Climate resilience, resource mobilization and water resources in agriculture through Climate Smart Agriculture;

- (3) The Parties may agree on other fields of cooperation and collaboration that represent the mutual interest. These fields may be added to the Joint Action Plan that is to be agreed upon between the Parties to be part of this MoU or could be implemented upon the mutual agreement of both Parties.



- (4) Cooperation may be considered on a case-by-case basis, on the merit of each case and within the limitations of the mandate and resources of each Party.
- (5) This MoU shall be interpreted and applied generally; however, if required, the Parties may mutually agree to adopt additional arrangements to meet specific and urgent needs in relation to a particular activity.
- (6) Joint activities may also include other partners as shall be agreed between the Parties.
- (7) In implementing this MoU, the **Roles of the IOFS** are summed up as follows:
 - 7.1. Supporting countries in building their capacity toward effective governance, policies and institutions on food security and agriculture.
 - 7.2. Support private sector development and increasing trade & investment in the agri-food sector.
 - 7.3. Strengthen countries' efforts in developing aquaculture and fisheries projects and initiatives.
 - 7.4. Support climate resilience, resource mobilization and water resources in agriculture.
 - 7.5. Support countries in the design and implementation of national strategic commodities.
- (8) While the following are the **Roles of the D-8**:
 - 8.1. Supporting member states in enhancing their capacities in the field of agriculture, especially building on the technological advancement and latest agricultural research and sharing of experiences.
 - 8.2. Coordinating with member states towards the establishment of Special Fund for Food Security and D-8 Seed Bank etc.
 - 8.3. Working with member states for the establishment of a mechanism for 'Halal Certification'.
 - 8.4. Assisting in the development of common standards and sharing best practices among member states.
 - 8.5. Provide support for facilitating its Member States yet to join the IOFS to do so.

ARTICLE III INFORMATION EXCHANGE

- (1) The Parties agree to undertake an exchange of relevant information and documents, subject to such restrictions and arrangements as may be considered necessary by either Party to preserve the confidential nature of certain information and documents.

- (2) To designate technical teams to exchange the information and studies available on the project, each Party may in writing notify the other Party of the designation of persons as points of contact for specific activities.

Focal point of the D-8	Focal point of the IOFS
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ARTICLE IV FINANCIAL ASPECT

- (1) This MoU does not entail any financial obligation on any Party. Any financial obligation shall be agreed upon by Parties in separate project agreements or within the Joint Action Plan that is to be separately agreed upon.
- (2) Unless otherwise mutually agreed by the Parties, each Party shall be responsible for its own costs related to the activities under this MoU.

ARTICLE V SETTLEMENT OF DISPUTES

Any discrepancy that arises on the application, interpretation or execution of this Agreement, will be resolved amicably through consultations between the Parties.

ARTICLE VI CONFIDENTIAL INFORMATION

- (1) The Parties shall hold in confidence all Confidential Information disclosed by one Party to the other. They agree not to disclose the information to third Parties, and only to release and disclose such information to individuals within the Party's corporation that are directly involved with the project, on a need to know basis.
- (2) Notwithstanding the above, the Parties agree that either Party, subject to Confidentiality Agreements, may share information with potential cooperators in their areas of work.
- (3) Each Party disclosing confidential information to other Party shall do so in a document clearly labeled as CONFIDENTIAL INFORMATION.
- (4) The term "Confidential Information" shall not include materials or information that:
- 4.1. Are generally known to the public;
 - 4.2. Are already known to the receiving Party at the time of disclosure, as evidenced by verifiable written records;

- 4.3. Become known to the receiving Party from a third Party lawfully entitled to disclose the same and that the receiving Party informs the disclosing Party within 30 days of the receipt;
 - 4.4. Are independently known or developed by the receiving Party; and
 - 4.5. Are required to be discovered by law.
- (5) Unless otherwise agreed in writing, all Confidential Information remains the property of the disclosing Party.

ARTICLE IX 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 either Party, nor as conferring any privileges or immunities of a Party to the other or its personnel.

ARTICLE X FINAL PROVISIONS

- (1) The MoU is not intended to impose any legal obligation of any nature on either Party. Any obligation or comment on any Party shall be subject to each Party's internal policies and approvals. The Parties may, but are not obliged to, enter into separate formal legally binding agreements in relation to their various joint activities, which shall fully document the rights and obligations on each Party.
- (2) This MoU shall take effect provisionally upon the date of its signature ("Commencement Date") and definitively after the completion of the relevant legal requirements of both Parties and shall remain in effect for five (05) years or until it is terminated by any Party. The Parties may agree to extend this MOU in writing for subsequent periods of five (05) years.
- (3) This MoU may only be changed, modified, amended or supplemented by written agreement of the Parties.
- (4) The Parties may terminate this MoU by written agreement. Each Party will have the right to terminate this MoU, for any reason and at any time, by giving one month's written notice to the other Party.
- (5) The Parties have agreed the content of this MoU is in the English language. This MoU is drawn in two (2) copies in the English language, for each of the Parties, each being equally authentic.
- (6) Each Party represents and warrants to the other that (1) the persons signing this MoU are authorized signatories for the Party represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this MoU against either

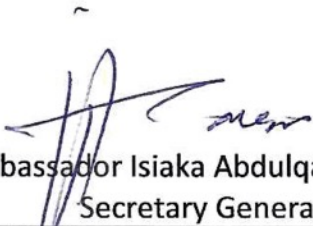


MoU on Institutional Cooperation between D-8 & IOFS


Party; each Party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto have signed this MOU at Nouakchott, the Islamic Republic of Mauritania, on the 17th day of March in 2023.

For D-8


Ambassador Isiaka Abdulqadir Imam
Secretary General

For IOFS


Mr. Yerlan A. Baidaulet
Director General