

AGREEMENT

Between

**THE INTERNATIONAL CENTRE FOR RESEARCH IN AGROFORESTRY
And
PERUVIAN AMAZON RESEARCH INSTITUTE
For
INTER-INSTITUTIONAL COOPERATION**

The International Centre for Research in Agroforestry of P.O. Box 30677-00100 Nairobi, Kenya, (hereinafter referred to as "ICRAF" and also known by the brand name "World Agroforestry Centre") wishes to enter into an agreement with Peruvian Amazon Research Institute, on the terms and conditions set out below:

Prelude:

This document certifies the Cooperation Framework Agreement between the Peruvian Amazon Research Institute, henceforth referred to as "IIAP", RUC N° 20171781648, legal address of Av. Abelardo Quiñones, Km. 2.5, San Juan district, Maynas province, Loreto department, duly represented by its president, Dr. **LUIS EXEQUIEL CAMPOS BACA**, DNI N° 05402721; and the World Agroforestry Centre, KENYA, henceforth referred to as "ICRAF", represented by its General Director, Dr. **ANTHONY SIMONS**, identified with U.K. passport number 099252551 with legal residence at United Nations Avenue, Gigiri, Nairobi, Kenya, according to the following terms:

CLAUSE I: BACKGROUND INFORMATION

"IIAP" is a national body, with legal representation under domestic law, and economic and administrative autonomy. It aims to inventory, research, evaluate and control natural resources, and to promote their rational use and industrialization for the economic and social development of the region. Its geographic jurisdiction corresponds to the Peruvian Amazon and it is subject to the budgetary specifications established in Law N° 23374: "Peruvian Amazon Research Institute Law", mandated by Article 120 of the Peruvian Political Constitution of 1979. Its mission is to generate and utilize expertise, innovative technology and ancestral knowledge to serve Amazonian societies and ecosystems.

"ICRAF" is a Centre of scientific excellence that harnesses the benefits of trees for people and the environment. Leveraging the world's largest repository of agroforestry science and information, we develop knowledge practices, for farmers' fields to the global sphere, to ensure food security and environmental sustainability. ICRAF is the only institution doing globally significant agroforestry research in and for all of the developing tropics. Knowledge produced by ICRAF allows governments, development agencies, and farmers to use the power of trees to make farming livelihoods more environmentally, socially and economically sustainable at scale.

The organizations listed above have complementary mandates for agroforestry development, understood as "the inclusion of trees in agricultural systems and their management in rural

landscapes in order to increase productivity, profitability, diversity and environmental sustainability." In the case of **IIAP**, its mandate is focused on the generation of technology and other research products with direct application in the Peruvian Amazon. In the case of **ICRAF**, its mandate is focused on the generation of research products that are international public assets, including those with direct applications in Peru.

LEGAL CASE:

- Peruvian Constitution.
- Law N° 23374, establishing IIAP.
- Organic Law for the Sustainable Use of Natural Resources, N° 26821
- General Environmental Law, N° 28611.

CLAUSE II: OBJECTIVE OF THE AGREEMENT

To establish the principal lines and mechanisms for inter-institutional cooperation, in order to join forces in mutually reciprocal actions by building capacity and strengthening research and the use of agroforestry practices in the Peruvian Amazon; conservation and alternatives for the sustainable use of genetic agroforestry resources, domestication and improvement, including fruit, timber and other species; the development of agroforestry products and their corresponding value chains; environmental services in the context of multifunctional agricultural landscapes; the mitigation of climate change; the development of public policies to promote and facilitate the adoption of agroforestry; the detection; monitoring and reversal of land degradation; and, in all other forms of action within the scope of its capabilities and functions, utilizing and empowering human capital based on mutual learning and the material resources of both institutions.

CLAUSE III: COMMITMENTS OF EACH PARTY

Both parties commit to contributing according to their respective internal objectives and standards, to the development of concrete activities, which will be the subject of specific agreements, within which the present agreement should be referenced.

CLAUSE IV: IMPLEMENTATION OF THE AGREEMENT

The present agreement framework will be implemented through specific agreements, which will be jointly defined in areas and topics of common interest, in which general and specific objectives, timelines, budgets, methods, and anything that would be considered necessary for sound execution with the aim of obtaining results, successes and impacts, will be detailed.

CLAUSE V: FINANCING

THE PARTIES agree to clarify that an agreement framework to establish the principal lines and mechanisms of inter-institutional cooperation does not assume nor imply neither the transfer of economic resources nor payment of any kind between the two institutions.

CLAUSE VI: PROPERTY

Any exchange of information between **THE PARTIES**, does not imply the exchange of publication rights of said information.

The use and/or distribution by one of **THE PARTIES** of information, knowledge, goods or technology generated within the framework of this agreement requires the express authorization of the other party, and shall be the property of THE PARTIES involved.

CLAUSE VII: COMMUNICATIONS AND ADDRESS

All communications to **THE PARTIES** that should take place during the implementation of this agreement should be directed to the addresses indicated in the introductory section of this document. Any change of address will only take effect after being communicated to the other party.

CLAUSE VIII: COORDINATION

With the aim of maintaining adequate coordination, each institution will appoint a liaison with the capacity to make the necessary operational decisions in order to ensure the execution of the present agreement framework. This appointment shall be made via written communication by the parties' maximum administrative authority. The designated liaisons will be responsible for coordinating the planning, execution, organization and supervision of the activities, as well as the evaluation of the results obtained.

The **IIAP** General Management will appoint a specialist to conduct the evaluation of the results obtained, together with the designated liaisons.

The designated liaisons may be replaced, as indicated by the corresponding party, for which a written communication to the other party will be sufficient.

CLAUSE IX: TERMINATION OF THE AGREEMENT

The present agreement will be terminated:

- By mutual agreement of **THE PARTIES**, with a minimum advance notice of thirty (30) calendar days.
- By unilateral decision, communicating the party's intention with a minimum advance notice of thirty (30) days.
- Due to one of the party's failure to comply with the commitments outlined in the present agreement.

The request to terminate the agreement will not free **THE PARTIES** of the previously assumed commitments, nor will it impede the continuation of commitments or activities that were previously initiated or under development.

CLAUSE X: DURATION, TIMELINE AND MODIFICATION

The present agreement framework will enter into force on the date of its signature by **THE PARTIES**, will have a duration of three (03) years, and may be modified or expanded via amendment agreed upon by the parties.

CLAUSE XI: SETTLEMENT OF DISPUTES

The present agreement framework is signed on the basis of good faith, thus **THE PARTIES** agree that, in case of the emergence of any conflict between them related to the interpretation, implementation or potential failure of this agreement, as well as the specific agreements derived from it, the parties will make the best possible effort to achieve, through direct engagement, a harmonious solution, which, when duly formalized, will be incorporated into this document.

CLAUSE XII: FINAL PROVISIONS

Any matter not expressly included in this agreement and/or any discrepancy in its application or interpretation, will be resolved and clarified via direct negotiation between the representatives appointed by **THE PARTIES**, taking into account the rules of good faith and mutual intention of **THE PARTIES**.

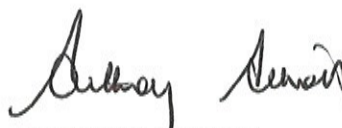
THE PARTIES manifest their agreement with each and every one of the above clauses established in this agreement by signing two (02) original copies.

IIAP

ICRAF



LUIS EXEQUIEL CAMPOS BACA
Presidente



ANTHONY SIMONS
Director - General

Location: Iquitos-Peru

Location: Nairobi - Kenya

Date: 30 MAYO 2018

Date:

