MEMORANDUM OF UNDERSTANDING BETWEEN THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA FOR THE IMPLEMENTATION OF TECHNICAL COOPERATION ACTIVITIES IN THIRD COUNTRIES TO IMPROVE FOOD SECURITY

The Government of the Federative Republic of Brazil,

and

The Government of the United States of America

(hereinafter referred to as the "Governments"),

Considering that:

Brazil and the United States have a long term partnership on technical cooperation established by the Agreement on Technical Cooperation signed and entered in force on December 19, 1950, as amended on January 8, 1952;

Brazil and the United States further strengthened and updated this commitment to development cooperation through a Memorandum of Understanding for the Implementation of Technical Cooperation Activities in Third Countries signed on March 3, 2010;

The Governments of the two countries have implemented many initiatives over the last two years to strengthen and expand such cooperation, including through technical cooperation activities to improve food security in Mozambique;

Both Governments anticipate that further coordination and harmonization of development assistance activities under way in food security by each Government will lead to greater efficiencies and better results;

Therefore, both Governments have reached the following understanding:

SECTION I
Purpose and Designations

1. The intent of this Memorandum of Understanding (hereinafter referred to as "MOU") is to set forth principles or guidelines under which the United States and Brazil may collaborate to improve food security, a vital component of our mutual goal to sustainably reduce global poverty and hunger.

2. This MOU does not impose targets for actions for the two Governments, each being free to suggest cooperation projects or coordination of activities whenever deemed necessary or appropriate.
3. In order to carry out the food security cooperation activities provided for in this MOU, the Governments hereby designate the following entities as lead agencies within their respective governments:

a) Brazilian Cooperation Agency (ABC-Agência Brasileira de Cooperação) of the Brazilian Ministry of External Relations; and

b) United States Agency for International Development (USAID);

both of which are hereinafter referred to as the "Agencies." In the design and implementation of activities under this MOU, these agencies intend to consult and collaborate closely with other agencies within their respective governments with expertise in food security.

SECTION II
Definition of Food Security

1. For purposes of this MOU, food security is defined as when all people at all times have both physical and economic access to sufficient food to meet their dietary preferences and needs for a productive and healthy life. A family is considered food secure when its members do not live in hunger or fear of hunger.

2. For purposes of this MOU, food security is defined as having four main components: availability, access, utilization, and stability. Families and individuals require a reliable and consistent source of quality food, as well as sufficient resources to purchase it. People must also have the knowledge and basic sanitary conditions to choose, prepare, and distribute food in a way that results in good nutrition for all family members. Finally, the ability to access and utilize food must remain stable and sustained over time.

SECTION III
Programs and Activities

1. The Governments, making full use of the best practices of the Agencies in implementing development cooperation, intend to implement activities jointly and in coordination with the governments of selected beneficiary, third countries with critical needs in food security.

2. The main priorities for ensuring food security concern accelerating agricultural growth and productivity for all socio-economic groups and improving nutritional status, especially for women and children.

3. Joint programs and activities intended to improve food security may encompass:

a) Technological innovation, transfer, and dissemination, such as supporting applied research for improved food crop varieties and animal species, sustainable intensification of agriculture and development of climate change-resilient agriculture, or promoting appropriate equipment and best practices for on-farm and post-harvest uses.

b) Capacity development in sectors critical for food security, including exchanges of Brazilian, American, and third-country experts to relevant technological institutions in Brazil, the U.S., and
third-countries, thereby facilitating training, and supporting enhancement and strengthening of relevant higher-education programs within relevant fields.

c) Interventions to strengthen market performance and improve value chains, including input and output markets.

d) Interventions to enable increasing numbers of farmers to diversify their production systems, access regional and international markets, and obtain access to credit and agricultural inputs.

e) Partnerships with the private sector to facilitate and leverage business investments, and expand access to innovations and technology.

f) Programs and activities to strengthen social protection systems and productive safety nets for food-insecure groups and individuals, and to enable increasing numbers of households to become self-sufficient through agriculture.

g) Attention to cross-cutting priorities, particularly the impact of food security programs and activities on gender, nutrition, natural resources management, and climate change, which are critical to long-term sustainability of food security programs.

h) Additional activities and investments in areas related to food security to be designed jointly by the Governments.

i) Monitoring and evaluation to assess the effectiveness of and learn from the programs and activities above.

4. For any activity contained within this MOU, the terms outlined in the March 3, 2010 MOU for Trilateral Cooperation apply regarding funding, the establishment of a Steering Committee, monitoring and evaluation, and publicity. The Steering Committee intends to meet periodically as needed but at least once per calendar year.

5. A Working Group is to be established in each third country composed of representatives from each of the three governments to oversee the implementation of the Food Security MOU. The Working Group is to be co-chaired by individuals designated by the Authorized Representatives of the Governments (Section IV). The Working Group intends to meet periodically as needed, but at least once per calendar year. The Working Group is to be responsible for the following:

a) Finalization of agreements or other documents between the Governments as needed for activities to commence in the third country.

b) Review of programmatic activities, both proposed and ongoing.

c) Oversight of any joint program and activity design.

d) Periodic performance evaluations and progress reviews.

e) End of program and activity impact assessments.
6. Specific third-country activities may be announced through non-binding Fact Sheets and Press Releases as jointly decided and published by each of the three governments.

SECTION IV
Authorized Representatives

1. The Government of the United States appoints the USAID Assistant to the Administrator for the Bureau for Food Security as its primary representative for implementation of this MOU, or the Assistant Administrator’s designee. In addition, USAID may draw upon the expertise and resources of other Agencies with food security expertise to assist in the implementation of this MOU.

2. The Government of Brazil appoints the Director of ABC, Ministry of External Relations, as its primary representative for implementation of this MOU, or the Director’s designee. In addition, ABC may wish to draw upon the expertise and resources of other Agencies to assist in the implementation of this MOU.

3. Each Government may, by written notice to the other, identify additional representatives authorized to represent that Government for all purposes other than modifying this MOU. Each Government may notify the other, in writing, of changes in its authorized representatives.

SECTION V
Modifications

This MOU may be modified in writing by the mutual decision of the two Governments.

SECTION VI
Settlement of Disputes

Any differences that may arise concerning the interpretation and/or application of this MOU should be resolved through diplomatic channels.

SECTION VII
Rights and Obligations

This MOU does not create rights or obligations under International Law.

SECTION VIII
Discontinuation

Either Government may suspend or discontinue this MOU, in whole or in part, but should endeavor to provide a least six month advance notice to the other Government of its intentions to do so. In the event of suspension or partial discontinuation, such notice should specify affected activities. Discontinuation of this MOU discontinues any responsibilities of Governments to provide financial or other resources to implement projects or activities mutually determined under this MOU.
SECTION IX
Signature and Commencement

Activities under this MOU are intended to commence on the date it is signed.

Signed at Washington, in duplicate, this 9th day of April, 2012, in the English and Portuguese languages.