

**MEMORANDUM OF COOPERATION
BETWEEN
THE INTERNATIONAL FEDERATION OF SURVEYORS (FIG) AND
THE FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED
NATIONS (FAO)
ON LAND TENURE RELATED ISSUES**

Preamble

Recognising the interest of the International Federation of Surveyors (FIG) and the Food and Agriculture Organization of the United Nations (FAO) to establish the framework of a partnership for cooperation in the implementation of the land tenure related recommendations contained in FAO's Strategic Statement, in the World Food Summit agenda adopted by the World Food Summit held in Rome, 1996 and in FIG's published workplans 1996–1999 and 2000–2003 and in the report "Co-operation between FIG and the UN Agencies 2000–2003" of the FIG / UN Roundtable in Melbourne in 1999.

Acknowledging that both parties have, in recent years, collaborate in joint activities and share common approaches and interests including, among others, the support of FIG members and experts in seminars, workshops and research activities organised by FAO in its work programmes relating to land tenure.

The parties have agreed to the following arrangement:

1. Global Developmental Objectives

- 1.1. To strengthen the capacity of civil society and governments, both central and local, to formulate and implement in a participatory mode integrated policies that promote sustainable land use, providing opportunities for access to land and security of tenure for all classes and sections in the community by developing and improving informational bases, management tools, market mechanisms, legal frameworks and training and educational facilities for such policies and their implementation.
- 1.2. To improve global, regional and local capacity in land tenure related issues such as land reform, land administration and land management, land valuation and land use, and appropriate technologies which would facilitate increased access to land and security of tenure for all classes and sections in the community, but particularly in relation to the disadvantaged.

2. Mechanisms for co-operation

The co-operation will undertake joint activities within the framework of the work programme of the two parties' organizations and will count on the following mechanisms:

1. Promoting an awareness campaign of FIG's role in the developing and supporting of policies and their implementation leading to improved access to land and security of

tenure for all classes and sections in the community, but particularly in relation to the disadvantaged as envisaged in the World Food Summit agenda.

2. Involving FAO regional offices and field projects as well as FIG country surveyors' associations and FIG thematic commission members.
3. Organising policy seminars, training workshops and expert group meetings at global, regional and country level.
4. Promoting networks of professional experts in the considered fields.
5. Identifying, documenting and disseminating successful experiences and best practices.
6. Providing technical expertise on pilot projects and other activities as available and requested.
7. Considering requests for a sabbatical period for FIG members in association with FAO work programme activity.
8. Contributing to multi-disciplinary research and advisory teams.
9. Strengthening local training and capacity-building institutions in land tenure, land management, land administration, land use planning and valuation-related issues.
10. Developing land management tools such as land information systems/geographical information systems and readjustment methods adapted to the various regional and local contexts.
11. Liaising and collaborating with other partners such as other professional groups and UN organizations concerning areas of common interest.
12. Ensuring that all joint activities are developed with a gender perspective and promote the recommendations of the Global Agenda for the Promotion of Women's Development issued at the Beijing Conference, September 1995.

Subsequent to this Memorandum of Cooperation, separate arrangements will be made for each activity indicating the respective contributions covering financial, material and human resources contributions. Each project document will be considered as an annex to the present MOC (Memorandum of Cooperation). Attached to this MOC, Annex 1, includes a list of the proposed joint activities for 2002-2003.

3. Intellectual Property Rights

- 3.1. Intellectual property rights, in particular copyright, of material such as information, software and designs, made available by FIG and FAO to be used to carry out the activities under this Memorandum of Cooperation shall remain with the originating party. Appropriate grants for use of such materials will be further described as other projects under this MOC are formalized.

3.2. Copyright of the information, as well as rights to any other intellectual property, developed jointly by FIG and FAO shall be jointly vested in both parties (FIG and FAO). Each party shall have full rights to exploit such jointly owned works after informing the other Party without the need of approval of the other.

4. Data Access

FAO and FIG shall have free access to all information developed pursuant to activities mutually undertaken as a result of this Memorandum of Cooperation for their internal use.

5. Final provisions

5.1. Recognising that FIG is a non-profit organization without access to financial resources and as such relies on its individual members raising external funding for their involvement or having participation funded by a UN agency or third party. The FIG and FAO participation at jointly organised events or events organised either by FAO or FIG should be funded by their respective organisations.

5.2. The fulfilment of the provisions of this MOC and any and all operational responsibilities set forth in this Memorandum of Cooperation shall be subject to the availability of funding.

5.3. In the event of misunderstanding or misinterpretation of the clauses contained herein, the parties shall attempt to settle such misunderstanding or misrepresentation by consensus.

5.4. This Memorandum of Cooperation shall be reviewed periodically by the parties and may be modified in writing upon their mutual consent. The parties agree that specific activities undertaken between them under this Memorandum of Cooperation shall be subject to subsequent arrangements signed by the authorized representatives of the FAO and FIG.

5.5. Nothing in this Agreement or in any document relating thereto, shall be construed as constituting a waiver of privileges or immunities of FAO, nor as conferring any privileges or immunities of FAO to FIG or its personnel.

5.6. The present Agreement shall be governed by general principles of law, to the exclusion of any single national system of law.

5.7. This Memorandum of Cooperation may be terminated by the parties at a jointly agreed time or by one party giving three months' notice in writing to the other party.

5.8. This Memorandum of Cooperation shall represent the understanding of the parties upon its signature by FAO and FIG.

For FIG:

For FAO:

Robert W. Foster
President
Council 1999-2002

Jacques Diouf
Director General

Annex 1

Proposed joint activities for 2002-03

- a. FIG and FAO to progress issues of common interest in their respective work plans aiming at the implementation of the World Food Summit agenda, and the Bathurst Declaration resolutions.
- b. FIG XXII International Congress in Washington DC, April 19–26, 2002.
- c. Regional workshop/symposium on capacity building for land administration in 2002.
- d. Regional workshop/symposium on land administration in Africa in 2003.
- e. FIG Working Week and International Conference in Eilat, Israel, May 18–23, 2003.
- f. Sabbatical period at FAO headquarters under the Partnership Scheme for Professor Holger Magel, Vice President and incoming President FIG, 2003-07, and Professor Paul van der Molen, chairperson 2002-06, FIG Commission 7 on Cadastre and Land Management in 2002.
- g. Joint publications together and/or with third parties e.g. on land tenure issues and women's access to land.