



Council of the European Union
General Secretariat

Brussels, 29 February 2024

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INFORMATION

From:	General Secretariat of the Council
To:	Working Party on Commodities
Subject:	PROBA/Coffee: 137th Session of the International Coffee Council (19 March 2024) - Agenda related documents

Delegations will find attached, for information, the following documents for the 137th Session of the International Coffee Council, to be held online on 19 March 2024:

- Revised draft agenda
- Memorandum of Understanding between the International Coffee Organization, the International Trade Centre and the Centre for Circular Economy in Coffee (C4CEC)
- Memorandum of Understanding between the International Coffee Organization and International Trade Centre
- Appointment of office holders and Committee representatives for coffee year 2023/24
- Status of non-member countries that have signed the ICA 2022
- Joint Declaration of Intent on Coffee Sector Transformation: Towards a Sustainable and Prosperous Future for Coffee Producers and the Entire Global Value Chain

International Coffee Council

137th Session

Virtual Session

19 March 2024

London, United Kingdom

Item	Document
Opening of the 137th Session of the Council	
1. Draft Agenda – to adopt	ICC-137-0
2. Votes – to consider and, if appropriate, to approve	
2.1 Redistribution of votes for coffee year 2023/24	to follow
The Head of Operations will report.	
3. Report on the work of the ICO and market situation – to note	verbal
The Executive Director will report on the market situation and present an interim report (October 2023 to March 2024) on the work of the Organization, highlighting the progress, achievements, challenges, and opportunities, with a focus on the execution of the Programme of Activities and emphasis on partnerships and voluntary contributions.	
4. Membership of the International Coffee Agreement (ICA) 2022 – to note	verbal
The Executive Director will report on membership of the 2022 Agreement and on contacts with non-member countries.	
4.1 Status of non-member countries that have signed the ICA 2022 – to consider	WP-Council 344/24
The Head of Operations will report.	
5. Working Group for the Entry into Force of the ICA 2022 (WGEF) – to note	
The Chair of the Working Group for the Entry into Force of the ICA 2022 will report on the progress made.	
6. Sustainability and Partnerships	
6.1 Coffee Public-Private Task Force – to note	verbal
The Executive Director will report on the progress of the Coffee Public-Private Task Force (CPPTF) and associated workstreams.	
6.2 ICO Survey on the EU Deforestation-free product regulation (EUDR) – to note	to follow
The Secretariat will present the report containing the results of the survey conducted by the ICO to assess Members' preparedness to comply with the EU Deforestation-free product Regulation (EUDR).	
6.3 Establishment of a global coffee funding mechanism – to note	verbal
The Head of operations will report.	

6.4 Center for Circular Economy in Coffee – to note	verbal
The Head of Operations will report.	
6.5 Report on the implementation of Memoranda of Understanding (MoUs) and new cooperation agreements – to note	verbal
The Head of Operations will report.	
6.5.1 MoU ICO – Center for Circular Economy in Coffee– to approve	WP-Council 336/23 Rev. 1
The Council is requested to approve a specific amendment made to the text of the MoU following its approval at the 136 th Session of the Council held in Bengaluru in September 2023.	
6.5.2 MoU ICO – ITC– to approve	WP-Council 337/23 Rev. 3
The Council is requested to approve a specific amendment made to the text of the MoU following its approval at the 136 th Session of the Council held in Bengaluru in September 2023.	
6.5.3 Joint Declaration ICO-GCP-BMZ – to note	WP-Council 345/24
7. Financial and administrative matters	verbal
7.1 Finance and Administration Committee – to consider	FA-362/24
The Chair of the Finance and Administration Committee will report on its latest meeting, including the financial situation of the Organization.	
7.2 Report on collection of contributions from Members in arrears– to note	FA-363/24
The Chair of the Finance and Administration Committee will report on progress in recovering arrears, including contacts with Members with longstanding arrears.	
7.3 Draft Administrative Budget for financial year 2024/25 – to consider	FA-364/24
7.4 Administrative Accounts of the Organization for financial year 2022/23 and Auditors' Report – to consider and, if appropriate, to approve	FA-365/24
7.5 Accounts of the Special Fund for the financial year 2022/23 and Auditors' Report– to consider and, if appropriate, to approve	FA-366/24
The Accounts of the Special Fund and Auditors' Report will be presented for the approval of exporting Members.	
7.6 Accounts of the Trust Fund for financial year 2022/23 and Auditors' Report –to consider and, if appropriate, to approve	FA-367/24
7.7 Promotion fund – to note	verbal
As decided in September 2010, the Promotion Fund Accounts are not audited, but are circulated for the information of exporting Members.	
7.8 Salary scales and basis for contributions to the Provident Fund – to consider and, if appropriate, to approve	FA-368/24
7.9 Premises – to consider	verbal
The Executive Director will present up-to-date information about the future premises.	
8. World Coffee Conference – to note	to follow
A report on the 5 th World Coffee Conference held in India from 25 to 27 September 2023 and the main messages arising from it will be presented.	
9. Office holders and committees – to consider and, if appropriate, to approve	WP-Council 339/23 Rev. 1
The spokespersons of Exporting and Importing Members will submit their nominations for the vacant seats of Chair, Vice-Chair and members of the Committees.	
10. Credentials	verbal
The Chair will examine the credentials with the assistance of the Secretariat and report to the Council.	
11. Future meetings – to note	verbal
Members are invited to suggest topics for presentations during the next Session, for inclusion in the Agenda, and improvements to future meeting arrangements.	

12. Other business – to consider

verbal

13. Closing session

verbal

The Secretariat/Chair of the Council will summarize the decisions made by Members during the Session.

The Chair of the Council will deliver the closing remarks.

REFERENCE DOCUMENTS
International Coffee Agreement 2007
Five-Year Action plan for the International Coffee Organization
Rules of the International Coffee Organization
Terms of reference for the Joint Committee
Terms of reference for the Finance and Administration Committee
Office Holders for coffee year 2023/24



**INTERNATIONAL
COFFEE
ORGANIZATION**

WP

Council 337/23 Rev. 3

27 February 2024

Original: English

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International Coffee Council
137th Session
19 March 2024
London, United Kingdom

**Memorandum of Understanding between
the International Coffee Organization and
International Trade Centre**

Background

1. During its 136th Session held in Bengaluru, India, on 28-29 September 2023, the International Coffee Council (ICC) approved the Memorandum of Understanding (MoU) between the International Coffee Organization (ICO) and the International Trade Centre (ITC) as circulated in document [WP Council 337/23 Rev. 2](#).
2. In light of further discussions with ITC, subsequent amendments were made, including the insertion of paragraph 10.2 together with other minor drafting changes, some of which only apply to the English original. The MoU was signed in December 2023 on the understanding that it was subject to final validation by the Council.

Action

The Council is requested to review the amendments highlighted and to validate the signature of the Executive Director.

Memorandum of Understanding

between

The International Trade Centre (ITC)

and

The International Coffee Organization (ICO)

Memorandum of Understanding
between
The International Trade Centre (ITC)
(ITC Reference L23-262)
and
The International Coffee Organization (ICO)

WHEREAS the International Trade Centre (hereinafter referred to as “ITC”), with Headquarters in Geneva, Switzerland, the development partner for trade success, is the joint technical cooperation agency of the World Trade Organization and the United Nations;

WHEREAS ITC, in its aim to contribute to the achievement of the goals of the United Nations 2030 Agenda for Sustainable Development, generates sustainable incomes and livelihoods especially for poor households, by connecting enterprises to regional and global markets and enables small business trade success in developing and transition countries by providing, with partners, inclusive and sustainable trade development solutions to the private sector, trade and investment support institutions (TISIs) and policymakers;

WHEREAS ITC aspires to hold up the values of vision, integrity, excellence, pragmatism and responsiveness;

WHEREAS ITC is leveraging its strategic objectives which are: building awareness and improving the availability and use of trade intelligence; strengthening TISIs; enhancing policies for the benefit of exporting enterprises; building the export capacity of enterprises to respond to market opportunities; mainstreaming inclusiveness and sustainability into trade promotion and export development policies;

WHEREAS ITC offers integrated solutions based on a matrix approach across five impact and four core services areas, namely:

Impact areas: 1) Sustainable and resilient value chains, 2) Inclusive trade, 3) Green trade, 4) E-commerce, 5) Regional integration and South-South trade;

Core Services areas: 1) Improved MSME firm level capacity to trade, 2) A more supportive business ecosystem for MSMEs, 3) A more conducive policy and regulatory environment for MSMEs, 4) Improved business, trade and market intelligence;

WHEREAS ITC’s Alliances for Action (A4A) initiative establishes a network that transforms food systems and advances the Sustainable Development Goals through producer partnerships that cultivate ethical, climate smart, sustainable agricultural value chains. A4A aims at achieving resilience and growth for farmers and MSMEs through more mindful and responsible trade, production and consumption systems and improved opportunities to compete on a global market. This includes building strength and competitiveness of MSMEs and enabling sustainable market linkages and value addition. In the long term, this will serve to incentivize and engage more youth and women at all sector levels.

WHEREAS The International Coffee Organization (hereinafter referred to as “ICO”) is the intergovernmental organization for coffee, that was set up in London in 1963 under the auspices of the United Nations bringing together exporting and importing Governments, by the International Coffee Agreement to tackle the challenges facing the world coffee sector through international cooperation.

WHEREAS ICO’s mission is to strengthen the global coffee sector and promote its sustainable expansion in a market-based environment for the betterment of all participants in the coffee sector because of the great economic importance of coffee.

WHEREAS the ICO provides a unique forum for dialogue among governments, the private sector, development partners, civil society and all coffee stakeholders to tackle the challenges and nurture opportunities for the world coffee sector and has set up the Coffee Public-Private Task Force (CPPTF), a partnership model where leading private sector companies and organizations and ICO Member governments work together to build consensus on priority issues and take joint actions.

WHEREAS the ICO collects and compiles independent official statistics on coffee production, trade and consumption, supports the development and funding of technical cooperation projects and public-private partnerships, and promotes sustainability and coffee consumption.

NOW, THEREFORE, ITC and ICO (hereinafter collectively referred to as the "Parties", and each individually as a “Party”) have agreed to the following:

ARTICLE 1. PURPOSE

The purpose of this Memorandum of Understanding (hereinafter referred to as “MOU”) is to provide the framework for cooperation between ICO and ITC with the objective of seeking sector coordination and working on priority issues such as prosperous incomes, green transition, value addition at origin and a decent life for coffee producers. The collaboration will promote a more competitive, sustainable, and resilient coffee sector that includes improved market transparency, sustainable production and supply.

ARTICLE 2. AREAS OF COOPERATION

1. Subject to the availability of funds, the Parties’ respective strategic frameworks and priorities, and without prejudice to the necessary approvals required pursuant to the Parties’ internal regulations and rules in effect at the time of the planned implementation, ITC and ICO have agreed to work together to provide support for the following activities:

- Exploring opportunities of collaboration on coffee value addition in selected countries/regions including joint fundraising and design of interventions;
- Contributing to poverty alleviation and sustainable development by developing programmes and projects to assist coffee producers and the whole coffee value chain to increase productivity, quality, safety and livelihoods and reduce vulnerability to price and climate shocks;
- Levelling the playing field in the Value Chain for producers and MSMES through joint advocacy and empowerment of producer organizations and MSMES;
- Developing new schemes for increasing access to finance for smallholder coffee growers and other actors in the coffee global value chain;
- Collaboration and exchanges between the Coffee Network and the ICO Task Force initiatives specifically related to circular economy, sustainability mapping and data aggregation;
- Transfer of know-how and innovation to the coffee value chain and exchanges in the respective initiative of ITC Coffee Network and ICO Task Forces;
- Joint organization of events, panel discussions etc. and visibility related to joint initiatives;
- Jointly undertaking fundraising and investment leveraging for the coffee value chain;
- Enhancing market transparency by jointly working on data collection, validation, analysis and reporting with regards to coffee production, value addition, consumption and prices;

- Working with governments, Private Sector and Producers to mitigate the impact and preparing for upcoming legislative developments;
- Supporting farmers and local communities in improving sustainability practices and implementing accompanying measures related to due diligence, human rights and environmental regulatory ecosystem.

2. For the implementation of the aforementioned activities, ITC, in close consultation with ICO, shall be responsible for:

- Coordination between the various partners, planning and overall governance;
- Facilitation of participatory processes involving A4A among farmers, institutions and value chain actors that lead to the improvement of value chain and producer sustainability with specific focus on farmers and farmer communities involved in the production of coffee and food crops in targeted locations;
- Provision of guidance on the development of participatory and market driven methodologies and approaches looking at value chain sustainability as well as on: i) knowledge sharing; ii) best practices; iii) participatory monitoring and evaluation mechanisms; iv) publications;
- Joint organization of and/or participation in conferences and events to present the A4A model and joint work undertaken in the field;
- Linkages with policy level instances and Government representatives;
- Convening and co-leading working groups on circular economy, sustainability mapping and data aggregation as part of the Coffee Network initiative;
- Coordinating inputs from working group members, co-develop new developed knowledge products;
- Compilation, documentation and communication to stakeholders on all related knowledge, outputs and progress achievements;
- Leading efforts related to the development of accompanying measures related to Due Diligence efforts;
- Co-leading efforts in terms of fund-raising for new programmes and projects.

3. For the implementation of the aforementioned activities, ICO, in close consultation ITC, shall be responsible for:

- Linkages with policy level and Government representatives in ICO's member countries;
- Provision of technical support and advisory services to policymakers, enterprises, producers and related support institutions in ICO's member countries;
- Joint organization of and/or participation in conferences and events to present joint work;
- Assuring joint visibility and promotion of common initiatives using ICO and partners channels
- Participating and sharing in ITC Coffee Guide Network initiatives related to circular economy, sustainability mapping and data aggregation and facilitate exchanges with respective ICO Task Forces;
- Compilation, documentation and communication to stakeholders on all related knowledge, outputs and progress achievements;
- Sharing available data related to coffee production, consumption and export facilitating contacts with statistics units of member countries;
- Providing technical inputs related to the development of accompanying measures related to the Due Diligence efforts;
- Co-leading efforts in terms of fund-raising for new programmes and projects.

ARTICLE 3. CONTRIBUTION

1. ITC and ICO with their networks will provide the following contributions targeting value chain actors:
 - a) Advisory support to the purposes and requirements of this MOU, such as: support in the development of the Coffee Network initiative, market information, linkages with potential partners and other consumer facing companies that are part of their network, whenever relevant and appropriate;
 - b) The participation of ITC and ICO as well as their implementing partners and experts in the implementation of the activities included in this MOU.
 - c) For the avoidance of doubt, this MOU does not include financial contributions by or generate financial obligations for any of the Parties.

ARTICLE 4. INTELLECTUAL PROPERTY AND LICENSE

1. For the purposes of this MOU:
 - a) "MOU Materials" means any material jointly created by ICO and ITC under the MOU, such as but not limited to: tools, methodologies, documents or other, for the purposes of or as a result of performing its obligations under this MOU;
 - b) "Existing Intellectual Property Rights" means Intellectual Property Rights which are in existence prior to the signature of the MOU, or are subsequently developed, or acquired by, or licensed to ITC, other than as a result of the performance of the obligations under this MOU;
 - c) "Intellectual Property Rights" includes but is not limited to patents, copyrights, designs and trademarks; and
 - d) "Third Party Materials" means material in which a third party holds Intellectual Property Rights.
2. If Third Party Materials are shared, the disclosing Party shall obtain all necessary permissions from the third party owner of the intellectual property to the materials.
3. All intellectual property rights to any MOU Materials jointly created under this MOU, including without limitation the copyright, shall vest in equal shares in ITC and ICO. Each Party shall be free (directly or through the support of third parties) to use, reproduce, adapt, modify and communicate the MOU materials on a non-commercial basis only. The license does not include a right to exploit the MOU materials for ICO's commercial purposes.
4. For the avoidance of doubt, nothing in this MOU shall confer or grant on any Party the right to use any of the Intellectual Property Rights of another Party except where specifically agreed.

ARTICLE 5. CONFIDENTIALITY

1. For the purposes of this agreement, "Confidential Information" means all information relating to any of the Parties' Data, Operations, Plans and Activities that is designated as "Confidential" and accepted on that basis by the Parties, or information provided by a third party to one of the Parties that has been identified as confidential and accepted by the Party on that basis.
2. Confidential Information shall not include any information which:
 - a) was at the time of disclosure in the public domain; or
 - b) was available to the public at the time of disclosure, or became available to the public after the time of disclosure, not due to a fault or gross negligence by the Party to whom the information does not belong (the "Receiving Party"); or
 - c) was already in the lawful possession of the Receiving Party at the time of disclosure, as evidenced by written records prior to, or outside of, performance of this contract; or
 - d) is lawfully received by the Receiving Party from a third party not itself under an obligation of confidentiality to the Disclosing Party; or

- e) was independently developed by the Receiving Party, separate and apart from and without reference to, any information disclosed by the Disclosing Party; or
- f) was agreed by the Disclosing Party to be released without any restrictions.

3. The Parties agree that any information provided by one Party (the Disclosing Party) to the other (the Receiving Party) – that has been identified as confidential by either Party – if accepted on a confidential basis by the other Party shall be treated with the utmost confidentiality pursuant to this contract and any other matter arising during the operation of this contract, and shall at least be accorded protection and confidentiality similar to that accorded to non-public information under the applicable laws and regulations of the concerned Party.

4. The Parties shall take all reasonable steps to ensure that all its employees, agents and subcontractors (hereafter “personnel”) abide by the confidentiality obligations under this MOU and shall limit the use or access to Confidential Information to those personnel it has authorized on a strictly applied “need to know” basis.

5. The Parties undertake as follows:

- a) that the information received from the other Party during the performance of this contract will be used solely for purposes of meeting their obligations under this contract and that neither of the Parties shall disclose confidential information to a third party without the prior written authorization of the Party that owns the confidential information.
- b) not to use any Confidential Information for purposes other than those of this contract;
- c) not to disclose any Confidential Information to any third party without the prior written consent of the other Party.

6. Nothing in this provision shall be understood to prevent ITC from complying with its obligations under the United Nations Financial and Staff Regulations and Rules, administrative issuances, policies or procedures applicable to ITC, in particular, but not limited to, with the obligation to disclose information to the United Nations Office for Internal Oversight Services or the United Nations Board of Auditors.

7. Nothing in this provision shall be understood to prevent ICO from complying with its obligations under its Financial and Staff Regulations and Rules, administrative issuances, policies or procedures.

8. The obligation for confidentiality shall be applied except where disclosure is required by law or any judicial or government order or regulatory framework applicable to the concerned Party. In such situations, the Receiving Party shall give the Disclosing Party sufficient prior notice of the request in order to provide the Disclosing Party with a reasonable opportunity to take protective measures or any other action as may be appropriate before any such disclosure is made. Any such disclosure made in this context shall not be deemed a waiver of the privileges and immunities of the ITC and ICO.

9. The obligation for confidentiality shall continue in force for a period of five (5) years from the termination or expiry of this MOU howsoever caused.

ARTICLE 6. DATA PROTECTION AND PRIVACY

UN Data Protection and Privacy Principles

1. As a United Nations system organization, the ITC is guided by the United Nations *Personal Data Protection and Privacy Principles* attached in Annex I for the processing of “personal data”, which is defined as information relating to an identified or identifiable natural person (“data subject”) processed by, or on behalf of, the United Nations System Organizations in carrying out their mandated activities.¹ In particular, ITC will process personal data with due regard to its confidentiality, in accordance with the specific undertakings below.

¹ UN Principles on Personal Data Protection and Privacy: <https://unsceb.org/personal-data-protection-and-privacy-principles>

2. By entering into this contract, the ICO understands and accepts that the ITC is not subject to any domestic law, including the GDPR, which purports to regulate personal data and that the ITC does not waive its privileges and immunities pursuant to its legal status as a joint subsidiary agency of the United Nations and the World Trade Organization.

3. By entering into this contract, the ICO confirms that it has a data protection policy in place that meets the legal requirements applicable to it, within the legal jurisdiction(s) in which it conducts operations, and that it will apply such a policy to any data it shares with, or receives from, any Third Party or the ITC.

4. The ICO confirms and guarantees that data collection, access, processing, analysis or other use is lawful, legitimate and fair, in accordance with the principles of good faith and proportionality and is carried out in conformity with the applicable laws or regulations on data protection and privacy within the legal jurisdiction(s) in which it conducts operations.

5. To the extent that any personal data is not necessary, relevant, adequate or appropriately limited to what is necessary in relation to the specified purposes of this contract, the Parties shall anonymize and de-identify the data before sharing it with each other to minimize any potential risks to privacy, and to ensure that no person or entity is identifiable by external parties. Each Party shall not be responsible for any failure in the anonymization process utilised by the other Party.

6. The Parties represent to each other that each shall only share with the other Party data they own. If data is owned by a Third Party, the Parties represent and guarantee that have obtained prior to sharing the data, the written permission from the Third Party owner to:

- a) share the data with ITC and ICO, as the case may be, and
- b) grant to ITC and ICO, as the case may be, an unlimited, worldwide, irrevocable, perpetual, and royalty-free license to make unrestricted use of the data for the purposes of its technical assistance activities.

7. Neither party shall be responsible for any damage suffered by the other Party or a Third Party as a result of an act or omission of the other Party or a Third Party regarding data collection, processing or data management.

ARTICLE 7. SPECIFIC UNDERTAKINGS ON CONFIDENTIALITY AND DATA PROTECTION

1. The Parties confirm and guarantee as specific undertakings to uphold confidentiality and data protection in relation to this contract, that shall:

- a) take all reasonable and necessary precautions to preserve the confidentiality of Confidential information and the personal data and/or the anonymity of data subjects;
- b) restrict using all reasonable efforts access to Confidential Information or personal data;
- c) prohibit any processing of the selected personal data which is not in accordance with the terms of this agreement;
- d) immediately transmit to the other Party any request by third parties, including governmental authorities, to share information or personal data;
- e) retain the selected personal data only to the extent, and in such a manner, that is necessary to fulfil the specified purpose(s) of transfer and of this agreement;
- f) notify the other Party immediately in case any data subject contacts one Party to request access, modification, deletion or any other type of processing of his/her personal data;
- g) provide updates to the other Party with any changes recorded in the selected personal data every month or anytime it received such a request from the other Party;
- h) immediately update, rectify and/or delete the selected personal data upon instruction from the other Party;
- i) implement appropriate data security measures to preserve the integrity of the selected personal data and prevent any corruption, tampering, loss, damage, unauthorized access and improper disclosure of the same;

- j) notify the other Party in writing immediately upon becoming aware of any data breach, in particular if the data breach is likely to result in personal injury or harm to the data subjects;
- k) maintain strict standards of confidentiality, employ appropriate access control measures and ensure that all transmissions of the selected personal data are encrypted.
- l) restrict the access to Confidential Information or personal data to “Registered/Authorized Users” upon request of the Parties;
- m) be responsible for applying their own Data Protection Principles and provisions or the equivalent under domestic law, with regard to any personal data, to the obligations in relation to this collaboration. The Parties shall inform each other of any current or future internal regulations, national laws or regulations which may impact on this collaboration with regard to the Data Protection Principles;
- n) agree on the method of transfer of the selected information or data prior to any transfer of information or data;
- o) exceptionally, upon written agreement by both Parties’ representatives, allow/instruct the other Party to grant access to Confidential Information or personal data to a limited number of pre-identified entities and maintain the restricted access for all other non-authorized entities. Such exception shall also include in detail the uses permitted and the specific conditions of the disclosure. Should conditions fail to detail disclosure, this shall be interpreted as unrestricted disclosure;
- p) include disclaimers on confidentiality, ownership, legality, and exclusion of responsibility in all public documents pertaining to this framework of collaboration, such as but not limited to publications, surveys, websites, and made available or published by all means of reproduction, with regard to the data and information therein contained.

ARTICLE 8. IMPLEMENTATION OF THE MOU

1. The Executive Director of ICO and the Executive Director of ITC shall make the necessary arrangements to ensure the satisfactory implementation of the MOU.
2. The Parties agree to communicate on a regular basis to exchange views and report on accomplishments regarding this MOU. To support the implementation of the MOU and to strengthen the partnership, communications may include, but are not restricted to, annual strategic dialogues to review progress on the partnership and offer a space to share learnings, trends, and strategic thinking.
3. The Parties shall regularly monitor and review their activities under this MOU, and evaluate the results of the implementation of programmes, in order to ascertain whether the objectives have been met. This will enable them to formulate recommendations with a view to improving future cooperation and activities. Work plans, performance indicators and outputs will be agreed specifically for each project.
4. Without prejudice to the provisions of ARTICLE 17 (Settlement of Disputes), whenever the receipt of contribution from ICO or the timely completion of the activities by ITC or ICO is delayed or disrupted, ITC and ICO will jointly investigate all possible remedial actions to be taken.

ARTICLE 9. VISIBILITY, ACKNOWLEDGEMENT AND PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF ITC

1. ICO acknowledges and agrees that ITC, in its sole discretion, may provide appropriate acknowledgement concerning the Parties’ collaboration under this MOU, the purpose of the partnership as well as the amounts contributed by the Parties, including in-kind contributions, and the percentage of co-financing by other contributors, for ITC reporting purposes, and therefore publish in any form and medium, including on its web site the name of ICO and the aspects related to the present cooperation. Upon a duly substantiated request by ICO, ITC may agree to forego such publicity if disclosure of the above information would **risk threatening the ICO’s safety or harming its interests.**
2. ICO shall not make any announcement or issue press releases in connection with the existence or subject matter of this MOU without the prior written permission of ITC. When it is required by laws and

regulations applicable to the ICO, the ICO may provide appropriate acknowledgement or reporting concerning the Parties' collaboration under this MOU.

3. ICO shall not, in any manner whatsoever, use the name, emblem or official seal of ITC or one of its parent organizations, the World Trade Organization and the United Nations, or any abbreviation of the name of ITC in connection with its business or otherwise without the prior written permission of ITC. Under no circumstances shall authorization be provided to use the name, emblem or official seal of ITC, or any abbreviation of the name of ITC, for commercial or profit purposes.

4. All publications by the ICO pertaining to the cooperation that have received support from ITC, in whatever form and whatever medium, including the internet, shall carry the following or a similar disclaimer: "This document has been produced with the financial assistance and/or support of the International Trade Centre (ITC). The views expressed herein can in no way be taken to reflect the official opinion of the ITC."

5. ITC is a publisher to the International Aid Transparency Initiative (IATI) Registry and works towards applying the IATI standards with a view to publishing information incrementally through the IATI platform. In line with the commitment of the Parties to this MOU to transparency, ICO gives consent for ITC to publish data related to this MOU (and any subsequent amendments) and if applicable, associated financial transfers via its website and via the IATI platform.

ARTICLE 10. INDEMNIFICATION, INSURANCE AND LIABILITY

1. No Party shall be liable for any damage sustained by the other Party in the implementation of the MOU, nor for any act or default on the part of the parties in the implementation of the MOU.

2. ICO shall indemnify, hold and save harmless, and defend, at their own expense, ITC, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of ICO, or ICO's employees, officers, agents or sub-contractors, in the implementation of this MOU. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by ICO, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination or expiry of this MOU.

3. In any case, ICO warrants that it is fully entitled to authorize use of their Existing Intellectual Property Rights for the activities provided in the MOU. ICO is not aware that the use of any of their Existing Intellectual Property Rights in relation to the MOU does infringe upon any patent, trademark, design, copyright or any other Intellectual Property rights of any third party.

ARTICLE 11. CONTACTS AND NOTICES

1. For purposes of communications, requests or notices with respect to this MOU,

ITC shall be represented by

Mr Hernan Manson
Head of Agribusiness Green & Inclusive Value Chains section (GIVC)
Division of Sustainable and Inclusive Trade (DSIT)
At the following address: Palais des Nations, 1211 Geneva 10, Switzerland
E-mail: manson@intracen.org

With correspondence copied to:

Giulia Macola
Associate Programme Officer (Alliances for Action) Green & Inclusive Value Chains section
(GIVC)
Division of Sustainable and Inclusive Trade (DSIT)
At the following address: Palais des Nations, 1211 Geneva 10, Switzerland
E-mail: gmacola@intracen.org

at the following address:

Palais des Nations, 1211 Geneva 10, Switzerland

and

ICO shall be represented by

Ms. Vanusia Nogueira
Executive Director
International Coffee Organization
ICO

at the following address:
222 Gray's Inn Road
London WC1X 8HB

2. All communications between the Parties should be between the above representatives.
3. For Evaluation/Review purposes the contact at ITC shall be:

Mr. Miguel Jiménez Pont
Head, Independent Evaluation Unit/SPPG-OED
Palais des Nations ; 1211 Geneva 10, Switzerland
Tel. +41 22 730 0613 / email : jimenez@intracen.org

ARTICLE 12. PROTECTION FROM SEXUAL EXPLOITATION AND SEXUAL ABUSE

1. Sexual exploitation and sexual abuse violate universally recognized international legal norms and standards and have always been unacceptable behaviour and prohibited conduct for United Nations staff. Such conduct is prohibited by the United Nations Staff Regulations and Rules.
2. In signing the MOU, ICO acknowledges the receipt of a copy of the ITC Executive Director's Bulletin ITC/EDB/2012/06 of 24 December 2012, titled "Special measures for protection from sexual exploitation and sexual abuse", and accepts the United Nations and ITC standards in relation to the prohibition of sexual exploitation and sexual abuse; and to take all appropriate measures to prevent sexual exploitation or sexual abuse of anyone by **[PARTNER]** **ICO** or by any of its employees to perform any activities under the MOU.
3. Failure by the ICO to take preventive measures against sexual exploitation or sexual abuse, to investigate allegations thereof, or to take corrective action when sexual exploitation or sexual abuse has occurred, shall constitute grounds for termination of this MOU.

ARTICLE 13. ITC LEGAL STATUS, PRIVILEGES AND IMMUNITIES

The International Trade Centre is a joint subsidiary organ of the World Trade Organization and the United Nations and enjoys, pursuant to *inter alia* the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly of the United Nations on 13 February 1946, such privileges and immunities as are necessary for the independent fulfilment of its purposes. Nothing in or relating to this

agreement shall constitute or imply the waiver by ITC of any of its privileges and immunities. ICO's agents or employees shall not be considered in any respect as being officials or staff members of ITC.

ARTICLE 14. LEGAL STATUS OF ~~IPARTNER~~ ICO

1. The ICO represents and warrants to ITC that:
 - a) it is an international intergovernmental organization with legal personality, duly incorporated after being set up in London in 1963 under the auspices of the United Nations, and following the approval of the first International Coffee Agreement in 1962 or any subsequent Agreement which replaces it. At present the ICO operates under the International Coffee Agreement 2007.
 - b) it has the power and authority to enter into and perform the obligations to be assumed by the ICO under this MOU;
 - c) it has taken all necessary internal steps to authorize the execution, delivery and performance of this MOU;
 - d) that the entering into, execution, and performance by the ICO of the activities under this MOU do not violate any law or regulation applicable to the ICO or its constitutive documents; and
 - e) that the signatory of the ICO has full power and authority to sign individually this MOU in the name and on behalf of the ICO.

ARTICLE 15. RELATIONSHIP BETWEEN THE PARTIES

1. Nothing in this MOU shall create any employer/employee, agency, distributor, partnership or any form of joint venture relationship between the Parties.
2. The officials, representatives, employees, or subcontractors of either Party shall not be considered in any respect as being the employees or agents of the other Party.
3. Except, as expressly set forth in this MOU, neither Party shall have the authority to act on behalf of, be liable for the acts of the other Party or bind the other Party in any way.
4. The Parties hereby recognize that this collaboration under this MOU is non-exclusive.

ARTICLE 16. NO WAIVER

Any waiver or excuse by a Party of a breach of a provision of this MOU will not operate or be construed to be a waiver or excuse of any other breach of that provision or of any breach of any other provision of this MOU. A failure or a delay by a Party to insist upon strict adherence to any term of this MOU will not be considered a waiver or deprive that Party of the right thereafter to insist upon strict adherence to that term or any other term of this MOU. Any waiver must be in writing and signed by the Party giving the waiver or excuse.

ARTICLE 17. SETTLEMENT OF DISPUTES

1. The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the MOU or the breach, termination, or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law (hereinafter referred to as "UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.
2. Any dispute, controversy, or claim between the Parties arising out of the MOU or the breach, termination, or invalidity thereof, unless settled amicably under paragraph 1 of this Article, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The

decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the MOU, order the termination of the MOU, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the MOU, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures") and Article 34 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages or interest. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

3. Nothing in or relating to this MOU shall constitute or imply the waiver by ITC of any of its privileges and immunities.

ARTICLE 18. DURATION AND TERMINATION

1. This MOU shall become effective upon signature by both Parties, until 31 December 2028, on the understanding that either Party is at liberty to terminate it at any time, after furnishing to the other Party a written notice of termination ~~[NUMBER IN LETTERS THEN (NUMBER): e.g., thirty (30) days, three (3) months]~~ in advance of the date on which the Party furnishing such notice wishes to have the MOU terminated.

2. Without prejudice to the foregoing, in the event of any termination, the Parties shall:

- a) take reasonable steps to ensure that termination of this MOU shall not be prejudicial to any activities or programmes undertaken within the framework of the MOU or to the completion of tasks for which binding obligations exist;
- b) take immediate steps to bring the performance of any obligation under the MOU to an orderly conclusion; and
- c) cease, as the case may be, any permitted use of the name and emblem of the other Party; and
- d) return to ITC (or at ITC's request, destroy) all copies of MOU Materials in its control or possession, if any, in addition to all other property belonging to and/or provided by ITC.

ARTICLE 19. AMENDMENT

This MOU, including the Annex, may be amended only by written agreement of the duly authorized representatives of the Parties.

ARTICLE 20. STATUS OF ANNEXES

The Annex forms an integral part of the MOU. Any reference to this MOU includes the Annex.

ARTICLE 21. ENTIRE AGREEMENT

This MOU contains and constitutes the entire agreement and understanding of the Parties concerning the subject matter hereof and supersedes any and all prior or other representations, communications, understandings, agreements and proposals, whether written or oral, by and between the Parties on this subject.

IN WITNESS HEREOF, the undersigned, being duly authorized thereto, have on behalf of the Parties hereto signed this MOU in two (2) originals in English at the place and on the day below written.

At ~~[PLACE]~~ Dubai, on ~~.....[DATE]~~
3 December 2023

For and on behalf of International
Coffee Organization

.....
Vanusia Nogueira
Executive Director
ICO

At ~~Geneva~~ Dubai, on ~~.....[DATE]~~ 3
December 2023

For and on behalf of the
International Trade Centre:

.....
~~Nasser Shammout~~ Pamela Coke
Hamilton
Acting Executive Director
~~Division of Programme Support~~ ITC



ANNEX I

UNITED NATIONS PERSONAL DATA PROTECTION AND PRIVACY PRINCIPLES

1 FAIR AND LEGITIMATE PROCESSING

The United Nations System Organizations should process personal data in a fair manner, in accordance with their mandates and governing instruments and on the basis of any of the following: (i) the consent of the data subject; (ii) the best interests of the data subject, consistent with the mandates of the United Nations System Organization concerned; (iii) the mandates and governing instruments of the United Nations System Organization concerned; or (iv) any other legal basis specifically identified by the United Nations System Organization concerned.

2 PURPOSE SPECIFICATION

Personal data should be processed for specified purposes, which are consistent with the mandates of the United Nations System Organization concerned and take into account the balancing of relevant rights, freedoms and interests. Personal data should not be processed in ways that are incompatible with such purposes.

3 PROPORTIONALITY AND NECESSITY

The processing of personal data should be relevant, limited and adequate to what is necessary in relation to the specified purposes of personal data processing.

4 RETENTION

Personal data should only be retained for the time that is necessary for the specified purposes.

5 ACCURACY

Personal data should be accurate and, where necessary, up to date to fulfil the specified purposes.

6 CONFIDENTIALITY

Personal data should be processed with due regard to confidentiality.

7 SECURITY

Appropriate organizational, administrative, physical and technical safeguards and procedures should be implemented to protect the security of personal data, including against or from unauthorized or accidental access, damage, loss or other risks presented by data processing.

8 TRANSPARENCY

Processing of personal data should be carried out with transparency to the data subjects, as appropriate and whenever possible. This should include, for example, provision of information about the processing of their personal data as well as information on how to request access, verification, rectification, and/or deletion of that personal data, insofar as the specified purpose for which personal data is processed is not frustrated.

9 TRANSFERS

In carrying out its mandated activities, a United Nations System Organization may transfer personal data to a third party, provided that, under the circumstances, the United Nations System Organization satisfies itself that the third party affords appropriate protection for the personal data.

10 ACCOUNTABILITY

United Nations System Organizations should have adequate policies and mechanisms in place to adhere to these Principles.

International Coffee Council
137th Session
19 March 2024
London, United Kingdom

**Joint Declaration of Intent on Coffee
Sector Transformation: Towards a
Sustainable and Prosperous Future
for Coffee Producers and the Entire
Global Value Chain**

Background

1. This document contains a copy of the Joint Declaration of Intent between the International Coffee Organization (ICO), the Federal Ministry for Economic Cooperation and Development of the Federal Republic of Germany (BMZ) and the Global Coffee Platform (GCP).
2. The Joint Declaration highlights the signatories' intention to address the social and economic obstacles faced by producers and to achieve the common vision for the coffee sector, as agreed by the Coffee Public Private Task Force (CPPTF) and the International Coffee Council (ICC), in order to pursue economic resilience and social sustainability for farmers; a diversity of origins; environmental sustainability and climate change mitigation through sustainable and regenerative production, trade and consumption; and conservation of natural ecosystems in coffee landscapes.
3. They also express their intention to promote and harness effective public-private dialogue and to mobilize and align actors and resources from different sectors to enable the implementation of commonly-agreed solutions.

Action

The Council is requested to note the attached Joint Declaration of Intent between ICO, BMZ and GCP.



Joint Declaration of Intent

on

Coffee Sector Transformation: Towards a Sustainable and Prosperous Future for Coffee Producers and the Entire Global Value Chain

between

**the Federal Ministry for Economic Cooperation and Development
of the Federal Republic of Germany**

and

the International Coffee Organization

and

the Global Coffee Platform

WHEREAS the Federal Ministry for Economic Cooperation and Development (BMZ) is responsible for German development policy within the Federal Government and committed to fighting poverty and hunger and promoting healthy people in a healthy environment. BMZ promotes worldwide transformation towards a sustainable, climate- and nature-friendly economy and strives to strengthen peace, freedom and human rights;

WHEREAS the International Coffee Organization (ICO) is an intergovernmental organization, established in London in 1963 under the auspices of the United Nations. The ICO brings together coffee exporting and importing governments to tackle the challenges facing the world coffee sector through international cooperation, providing a unique forum for dialogue among governments, the private sector, development partners, civil society, and all coffee stakeholders;

WHEREAS the Global Coffee Platform (GCP) is a multi-stakeholder membership association dedicated to advancing coffee sustainability to bring about a thriving, sustainable coffee sector for generations to come. GCP enables coffee producers, traders, roasters, governments, and NGOs to align and combine their efforts and investments, act collectively on local priorities and critical issues, scale sustainability programmes and grow the global market for sustainable coffee;

WHEREAS BMZ, the ICO and GCP have a common interest in achieving profound global coffee sector transformation to ensure a sustainable and prosperous future for coffee producers and the sector as a whole, with particular emphasis on topics such as living and prosperous income, market transparency, resilience, gender equity, and enabling policies and institutions;

WHEREAS the ICO, with decisive support from BMZ and in partnership with GCP, set up in 2019 the Coffee Private Public Task Force (CPPTF). The CPPTF presents an unprecedented public-private forum and offers a unique multi-stakeholder partnership mechanism to address structural challenges and achieve long-term sustainability in the coffee sector. Operating in line with the 17 UN Sustainable Development Goals, as well with environmental, social and governance (ESG) practices, the specific objectives of the CPPTF are:

- (i) To drive discussions on a joint long-term vision for the sector in order to achieve transformational solutions towards sustainable, inclusive and resilient global coffee value chains;
- (ii) To build consensus among public and private sector coffee stakeholders on a Roadmap for the implementation of the commitments and concrete actions contained in the London Declaration and in line with the International Coffee Agreement;
- (iii) To define new joint concrete and practical actions which build on local initiatives and resource allocation; and
- (iv) To monitor and report on progress and measure impact;

WHEREAS the CPPTF and the International Coffee Council (ICC), the highest authority of the ICO composed of representatives from each of its Member governments, have agreed and adopted the 2030 Roadmap that outlines the commitments and targets for sector transformation;

WHEREAS BMZ, the ICO and GCP are conscious that, in order to achieve the Roadmap's ambitious and vital sector-level goals, collaboration at the national, regional and international levels is necessary, in particular to ensure that all key stakeholders are fully aware and able to participate constructively in the transformation process;

WHEREAS BMZ, the ICO and GCP have distinct and complementary strengths and contributions to make towards the successful transformation of the coffee sector:

- (i) BMZ is a highly respected institution within the international development and economic cooperation field, demonstrating how political leadership can drive structural global change to achieve sustainable agricultural value chains. Its thematic focus is aligned with the CPPTF Roadmap, supporting implementation efforts at the local, regional and international levels;
- (ii) The ICO brings together both coffee exporting and importing countries and their governments, in addition to leading global coffee private sector companies via the CPPTF. Its mission is to strengthen policy dialogue and agree upon and undertake necessary actions and commitments at a global level, including policy change, to ensure a high level of harmonization and coherence of action;
- (iii) The GCP is aligned with the CPPTF vision and offers a unique coordination and delivery structure for collective action through promoting liaison between the global agenda, its broad multi-stakeholder membership, national coffee sustainability platforms and farmer-centric, entrepreneurial programmes. GCP strengthens the ownership of local and global stakeholders for transformational change, supported by increasing market uptake of sustainable coffees towards sustainable sourcing.

NOW THEREFORE the Director-General in the Federal Ministry for Economic Cooperation and Development (BMZ), Dr Ariane Hildebrandt, the Executive Director of the International Coffee Organization (ICO), Ms Vanúsia M. Carneiro Nogueira, and the Executive Director of the Global Coffee Platform (GCP), Ms Annette Pensel, hereby declare:

Their intention to address the root causes behind coffee farmers' lack of economic sustainability which contribute to increasing levels of poverty in producing countries, as well as social and environmental issues that persist in the coffee sector;

Their intention to concentrate efforts on achieving the common vision for the coffee sector, as agreed by the CPPTF and the ICC, in order to pursue the economic resilience and social sustainability of farmers, a diversity of origins, environmental sustainability, and climate change mitigation through sustainable and regenerative production, trade and consumption, and conservation of natural ecosystems in coffee landscapes;

Their intention to further promote the effective public-private dialogue of the CPPTF, the mobilization and alignment of actors and resources with governments of both coffee importing and exporting countries, development partners, the private sector and the United Nations with its specialized Agencies. The aim is to enable the implementation of commonly-agreed solutions through existing structures and to support the creation of additional ones, where needed, to make coffee the most sustainable, inclusive and resilient agricultural sector and to enable compliance with the prevailing regulatory framework;

Their desire to identify suitable joint initiatives relating to the above areas of interest in accordance with the respective policies, procedures, rules and regulations of BMZ, the ICO and GCP, depending on the availability of the necessary funds.

The signatories hereby acknowledge that the present Joint Declaration is not to be construed as a binding document and does not give rise to any form of fiduciary or legal obligation or financial commitment. Any activity that may be conducted under this Joint Declaration is subject to and contingent upon the availability of sufficient staff, funds, and other resources, and may require the execution of one or more legally binding instruments, which will be separately negotiated and agreed upon by the signatories.

Signed on 19 January 2024 in Berlin in three copies in the English language only.

For the Federal Ministry
for Economic Cooperation
and Development of the
Federal Republic of Germany

For the International Coffee
Organization

For the Global Coffee
Platform

Dr. Ariane Hildebrandt
Director-General

Vanúsia M. Carneiro Nogueira
Executive Director

Annette Pensel
Executive Director



International Coffee Council
137th Session
19 March 2024
London, United Kingdom

**Appointment of office holders and
Committee representatives for
coffee year 2023/24**

Background

1. At its 136th Session, the Council elected its Chair and Vice-Chair for coffee year 2023/24. A list of the current and previous five years' Council office holders is provided in **Annex I**.
2. Following the creation of the Joint Committee ([ICC-136-11](#)), also at its 136th Session, 6 of the 15 exporting Members' seats remain vacant and no nominations have been received for importing Members.
3. For the Finance and Administration Committee (FAC), the terms of reference of which were also revised at the abovementioned Session ([ICC-136-12](#)), 9 of the 15 seats of the exporting Members remain vacant. **Annex II** shows the current composition of the committees and that of the previous five coffee years.
4. Finally, the Council appointed the Chair and Vice-Chair of the FAC and the Chair of the Joint Committee. The Vice-Chair of the Joint Committee remains vacant. **Annex III** contains a list of office holders appointed for the same periods mentioned above.
5. At its 137th Session in March 2024, the Council is requested to elect the remaining office holders and finalize the composition of the committees for **2023/24**.

Action

The Council is requested to consider the composition of Committees.

COUNCIL OFFICE HOLDERS

	Chair	Vice-Chair
2023/24	Dr Enselme Gouthon (Togo)	Mr Tom Fabozzi (EU-Ireland)
2022/23	Mr Massimiliano Fabian (EU-Italy)	Dr Enselme Gouthon (Togo)
2021/22	H.E. Mr Iván Romero-Martínez (Honduras)	Mr Massimiliano Fabian (EU-Italy)
2020/21	Mr John Muldowney (EU-Ireland)	H.E. Mr Iván Romero-Martínez (Honduras)
2019/20	H.E. Mr Iman Pambagyo (Indonesia)	Mr Michel de Knoop (European Union)
2018/19	Ms Stefanie Küng (Switzerland)	Mr Deny Wachyudi Kurnia (Indonesia)

COMPOSITION OF COMMITTEES

EXPORTING MEMBERS

Current year

Exporting Members	Joint Committee (15)	Finance and Administration Committee (15)
2023/24	Brazil Colombia El Salvador Honduras India Indonesia Nicaragua Nepal Mexico 6 positions vacant	Brazil Colombia Honduras India Indonesia Nepal 9 positions vacant

Previous years

Exporting Members	Projects Committee (8)	Promotion and Market Development Committee (8)	Finance and Administration Committee (6)	Statistics Committee (8)	Core Group (6)
2022/23	Appointment postponed in March 2023	Appointment postponed in March 2023	Colombia Côte d'Ivoire Honduras India Indonesia Mexico	Appointment postponed March 2023	Please refer to the footnote. ¹
2021/22	Brazil Colombia India Mexico Nicaragua Philippines Togo, 8th Member vacant	Brazil Cameroon Colombia Côte d'Ivoire Honduras India Indonesia Mexico	Colombia Côte d'Ivoire Honduras India Indonesia Mexico	Brazil Colombia El Salvador Indonesia Kenya Mexico 7th Member vacant 8th Member vacant	Brazil Colombia Côte d'Ivoire India Nicaragua 6th Member vacant
2020/21	Burundi Colombia Côte d'Ivoire Nepal Nicaragua Papua New Guinea Peru Togo	Colombia Congo, Dem. Rep. India Indonesia Kenya Mexico Nepal Peru	Colombia Côte d'Ivoire Honduras India Indonesia Uganda	Colombia Congo, Dem. Rep. El Salvador Indonesia Kenya Mexico Nepal Papua New Guinea	Angola Colombia Côte d'Ivoire Nicaragua Nepal Uganda
2019/20	Colombia Côte d'Ivoire Honduras India Indonesia Nicaragua Peru Rwanda	Colombia El Salvador India Nepal Nicaragua Peru Tanzania Togo	Colombia Côte d'Ivoire Honduras India Peru Uganda	Angola Cameroon Colombia Costa Rica Indonesia Kenya Nepal Sierra Leone	Angola Colombia Côte d'Ivoire Nicaragua Nepal Uganda
2018/19	Brazil Colombia Costa Rica Côte d'Ivoire Guatemala India Indonesia Kenya	Brazil Colombia Honduras India Nepal Panama Tanzania Togo	Brazil Colombia Côte d'Ivoire El Salvador Indonesia Uganda	Brazil Cameroon Colombia Costa Rica Honduras India Kenya Nepal	Brazil Colombia Côte d'Ivoire Peru Tanzania Uganda

¹ Representatives of the Core Group for the Consultative Forum were appointed for two coffee years (2021/22 and 2022/23) in September 2021

COMPOSITION OF COMMITTEES

IMPORTING MEMBERS

Current year

Importing Members	Joint Committee (3)	Finance and Administration Committee (5)
2023/24	3 positions vacant	European Union Japan Norway Russian Federation Switzerland

Previous years

Importing Members	Projects Committee (3)	Promotion and Market Development Committee (3)	Finance and Administration Committee (5)	Statistics Committee (3)	Core Group (4)
2022/23	Appointment postponed in March 2023	Appointment postponed in March 2023	European Union Japan Norway Russian Federation Switzerland	Appointment postponed in March 2023	Please refer to the footnote 4 ²
2021/22	European Union Japan Switzerland	European Union Japan Russian Federation	European Union Japan Norway Russian Federation Switzerland	European Union Russian Federation Switzerland	European Union Japan Russian Federation Switzerland
2020/21	European Union Japan Switzerland	Japan, Russian Federation European Union	European Union Japan Norway Russian Federation Switzerland	European Union Russian Federation Switzerland	European Union Japan Russian Federation Switzerland
2019/20	European Union Japan Switzerland	Japan Russian Federation Switzerland	European Union Japan Norway Russian Federation Switzerland	European Union Russia Federation Switzerland	European Union Japan Russian Federation Switzerland
2018/19	European Union Japan Switzerland	Japan Russian Federation Switzerland	European Union Japan Norway Russian Federation Switzerland	European Union Russia Federation Switzerland	European Union Russian Federation Switzerland 4 th Member – vacant

² Representatives of the Core Group for the Consultative Forum were appointed for two coffee years (2021/22 and 2022/23) in September 2021.

COMMITTEES – OFFICE HOLDERS

Current year

		Joint Committee	Finance and Administration Committee
2023/24	Chair:	H.E. Mr Aly Touré (Côte d'Ivoire)	Mr Zoltan Agai (European Union)
	Vice-Chair:	Vacant	Ms Vera Espindola (Mexico)

Previous years

		Projects Committee	Promotion and Market Development Committee	Finance and Administration Committee	Statistics Committee	Consultative Forum/ Core Group
2022/23	Chair:	Importing Member — Appointment postponed at the 135 th Session of the Council.	Exporting Member — Appointment postponed at the 135 th Session of the Council.	Ms Vera Espindola (Mexico)	Importing Member — Appointment postponed at the 135 th Session of the Council.	Please refer to footnote 6
	Vice-Chair:	Exporting Member — Appointment postponed at the 135 th Session of the Council.	Importing Member — Appointment postponed at the 135 th Session of the Council.	Mr Zoltan Agai (European Union)	Exporting Member — Appointment postponed at the 135 th Session of the Council.	Please refer to footnote 6
2021/22	Chair:	Dr K. G. Jagadeesha (India)	Vacant	Mr Zoltan Agai (European Union)	Mr James Kiiru (Kenya)	H.E. Mrs Guisell Morales Echaverry (Nicaragua)
	Vice-Chair:	Vacant	H.E. Mr Aly Touré (Côte d'Ivoire)	Ms Vera Espindola (Mexico)	Vacant	Vacant
2020/21	Chair:	Ms Stefanie Küng (Switzerland)	Mr Corneille Tabalo (Congo, Dem. Rep. of)	Mr N. N. Narendra (India)	Ms Ina Grohmann (EU-Germany)	Mr Aleksander Borisov (Russian Federation)
	Vice-Chair:	H.E. Dr. Durga Bahadur Subedi (Nepal)	Mr Mario Cerutti (EU-Italy)	Vacant	Mr James Kiiru (Kenya)	H.E. Dr Durga Bahadur Subedi (Nepal)
2019/20	Chair:	H.E. Mr Aly Touré (Côte d'Ivoire)	Ms Stefanie Küng (Switzerland)	Ms Elena Stoyanova (Russian Federation)	H.E. Dr. Durga Bahadur Subedi (Nepal)	H.E. Mr Aly Touré (Côte d'Ivoire)
	Vice-Chair:	Mr Michel de Knoop (European Union)	Mr Juan Esteban Orduz (Colombia)	Mr N. N. Narendra (India)	Ms Ina Grohmann (EU-Germany)	Ms Stefanie Küng (Switzerland)
2018/19	Chair:	Mr Mitsuhiro Takayanagi (Japan)	H.E. Dr. Durga Bahadur Subedi (Nepal)	Dr Emmanuel Iyamulemye Niyibigira (Uganda)	Mrs Tatiana Zvereva (Russian Federation)	Mr Kirill Matrenichev (Russian Federation)
	Vice-Chair:	H.E. Mr Aly Touré (Côte d'Ivoire)	Mr Mitsuhiro Takayanagi (Japan)	Mr Kirill Matrenichev (Russian Federation)	Dr Yenugula Raghuramulu (India)	H.E. Mr Aly Touré (Côte d'Ivoire)



**INTERNATIONAL
COFFEE
ORGANIZATION**

WP Council 344/24

27 February 2024

Original: English

E

International Coffee Council
137th Session
19 March 2024
London, United Kingdom

**Status of non-member countries
that have signed the ICA 2022**

Background

1. Following the approval of the International Coffee Agreement (ICA) 2022 at the 133rd Special Session of the Council and its opening for signature on 6 October 2022, several countries that are currently not Members of the ICA 2007 have expressed their interest to sign and/or already signed the ICA 2022.¹
2. For those non-member countries that: (i) have completed at least the first step – signature – of the procedures to join the 2022 Agreement²; and (ii) are willing to start paying contributions to the ICO budget before the entry into force of the ICA 2022, the Secretariat would like to submit a proposal to grant them special transitional status and enable their active participation in certain activities and meetings of the Organization and its bodies.

Action

The Council is requested to consider the draft decision.

1 Non-member countries invited to the 133rd Special Session of the Council have the right to join the ICA 2022 prior to its entry into force.

2 Further information on the procedures to join the ICA 2022 are contained in document ED 2409/22 and subsequent revisions.



**INTERNATIONAL
COFFEE
ORGANIZATION**

19 March 2024
Original: English

E

International Coffee Council
137th Session
19 March 2024
London, United Kingdom

**Status of non-member countries
that have signed the ICA 2022**

Decision of the Council

Status of non-member countries that have signed the ICA 2022

WHEREAS:

The International Coffee Council invited non-member countries to attend its 133rd Special Session at which the International Coffee Agreement (ICA) 2022 was approved, making them eligible to sign said Agreement;

The International Coffee Agreement 2022 was opened for signature on 6 October 2022 by means of ICC Resolution 478;

Some countries that are not currently Members of the ICA 2007 have been (i) completing the procedures to join the 2022 Agreement and (ii) would be willing to start contributing to ICO activities and its budget before the entry into force thereof.

THE INTERNATIONAL COFFEE COUNCIL

Decides that:

1. The abovementioned non-member countries should be granted special transitional status upon signing the ICA 2022 and paying their voluntary contributions to

the Organization in a given coffee year.³ The amount paid should be transferred to the ICO Coffee Sustainability Projects Trust Fund⁴.

2. Eligible countries shall be extended the following benefits:

- Participation as an observer in meetings of the Council, as well as meetings of ICO bodies and committees;
- Participation in open meetings of the Coffee Public-Private Task Force (CPPTF) and all meetings of its Technical Workstreams, as well as in the CEO and Global Leader Forum;
- Eligibility to become a Member of the CPPTF if appointed by the Council;
- Eligibility to become a beneficiary of ICO/CPPTF projects and activities;
- Access to the World Coffee Statistics Database, as well as all statistical reports and publications produced by the Secretariat;
- Access to technical assistance from the ICO Statistics Department.

3. Non-member countries' voluntary contributions should be calculated based on the average volume of their respective exports or imports to all destinations in the preceding four calendar years.

4. Non-member countries' special transitional status should be reviewed every coffee year.

5. Ceasing to pay such voluntary contributions shall result in the suspension of a country's special transitional status but will not constitute debts owed to the Organization.

³ Members' contributions to the ICO's annual budget are calculated and agreed upon at the September Session of the Council. If a new Member joins the Organization or the membership status of a temporarily-suspended country is re-instated post-September, their contribution is assessed on the assumption that the Member was present at the time of calculation. Contributions will be pro rata.

⁴ Established by the International Coffee Council at its 121st Session (see reference documents [ICC-121-9](#) and [FA 179/18](#)).



**INTERNATIONAL
COFFEE
ORGANIZATION**

WP

Council 336/23 Rev. 1

27 February 2024

Original: English

E

International Coffee Council
137th Session
19 March 2024
London, United Kingdom

**Memorandum of Understanding between
the International Coffee Organization, the
International Trade Centre and the Centre
for Circular Economy in Coffee (C4CEC)**

Background

1. During its 136th Session held in Bengaluru, India, on 28-29 September 2023, the International Coffee Council (ICC) approved the Memorandum of Understanding (MoU) between the International Coffee Organization (ICO), the International Trade Centre (ITC) and the Center for Circular Economy in Coffee (C4CEC) as circulated in document [WP Council 336/23](#), subject to the removal of paragraph 10.2. Members were also informed that the MoU could not be signed as the ITC's Executive Director could not attend.

2. In light of further discussions with the ITC and C4CEC, subsequent amendments were made, including to paragraphs 10.2 and 10.3, together with other minor drafting changes, some of which are only applicable to the English original. The MoU was then signed in December 2023 with the understanding that it was subject to final validation by the Council.

Action

The Council is requested to review the amendments highlighted and to validate the signature of the Executive Director.



INTERNATIONAL
COFFEE
ORGANIZATION



CENTER FOR
CIRCULAR ECONOMY
IN COFFEE



International
Trade
Centre

PUBLIC

Memorandum of Understanding
between
The International Trade Centre
and
Centre for Circular Economy in Coffee (C4CEC)
and
International Coffee Organization (ICO)

Memorandum of Understanding
between
The International Trade Centre
(ITC Reference L23-254)
and
Centre for Circular Economy in Coffee (C4CEC)
and
International Coffee Organization (ICO)

WHEREAS the International Trade Centre (hereinafter referred to as “ITC”), with Headquarters in Geneva, Switzerland, the development partner for trade success, is the joint technical cooperation agency of the World Trade Organization and the United Nations;

WHEREAS ITC, in its aim to contribute to the achievement of the goals of the United Nations 2030 Agenda for Sustainable Development, generates sustainable incomes and livelihoods especially for poor households, by connecting enterprises to regional and global markets and enables small business trade success in developing and transition countries by providing, with partners, inclusive and sustainable trade development solutions to the private sector, trade and investment support institutions (TISIs) and policymakers;

WHEREAS ITC aspires to hold up the values of vision, integrity, excellence, pragmatism and responsiveness;

WHEREAS ITC is leveraging its strategic objectives which are: building awareness and improving the availability and use of trade intelligence; strengthening TISIs; enhancing policies for the benefit of exporting enterprises; building the export capacity of enterprises to respond to market opportunities; mainstreaming inclusiveness and sustainability into trade promotion and export development policies;

WHEREAS ITC’s Alliances for Action (A4A) initiative establishes a network that transforms food systems and advances the Sustainable Development Goals through producer partnerships that cultivate ethical, climate smart, sustainable agricultural value chains. A4A aims at achieving resilience and growth for farmers and MSMEs through more mindful and responsible trade, production and consumption systems and improved opportunities to compete on a global market. This includes building strength and competitiveness of MSMEs and enabling sustainable market linkages and value addition. In the long term, this will serve to incentivize and engage more youth and women at all sector levels;

WHEREAS ITC's Coffee Guide Network initiative comprises coffee experts from across the global coffee community, housed by the International Trade Centre's (ITC) A4A programme. The Coffee Network was formed through a unique collaborative effort to pool knowledge and experience for the fourth edition of ITC's Coffee Guide. Since its release in October 2021, this ground-breaking publication has garnered overwhelming approval from the coffee industry at large. With over 22,000 downloads to date, it stands as the top publication produced by ITC;

WHEREAS The International Coffee Organization (hereinafter referred to as "ICO") is the intergovernmental organization for coffee, that was set up in London in 1963 under the auspices of the United Nations bringing together exporting and importing Governments, by the International Coffee Agreement to tackle the challenges facing the world coffee sector through international cooperation;

WHEREAS ICO's mission is to strengthen the global coffee sector and promote its sustainable expansion in a market-based environment for the betterment of all participants in the coffee sector because of the great economic importance of coffee;

WHEREAS the ICO provides a unique forum for dialogue among governments, the private sector, development partners, civil society and all coffee stakeholders to tackle the challenges and nurture opportunities for the world coffee sector and has set up the Coffee Public-Private Task Force (CPPTF), a partnership model where leading private sector companies and organizations and ICO Member governments work together to build consensus on priority issues and take joint actions;

WHEREAS the ICO collects and compiles independent official statistics on coffee production, trade and consumption, supports the development and funding of technical cooperation projects and public-private partnerships, and promotes sustainability and coffee consumption;

WHEREAS The Center for Circular Economy in Coffee (hereinafter referred to as "C4CEC"), with headquarters in Turin, Italy, is a precompetitive open-source platform for enhancing Circular Economy in the coffee sector with funding from Lavazza Foundation. This Center is a hub funded by Lavazza Foundation, PoliTo and Unisg and supported by ICO and ITC, with the ambition and objective to collect and share all good practices, solutions, studies and practical information about circular economy as applied to the coffee value chain, from the coffee farming to the consumption and end of life;

WHEREAS ITC, ICO and C4CEC have been collaborating in the framework of the ITC Coffee Guide Network activities and related workstreams, as well as within the ICO Coffee Public-Private Task Force and other ICO public-private cooperation mechanisms;

NOW, THEREFORE, ITC, C4CEC and ICO (hereinafter collectively referred to as the "Parties", and each individually as a "Party") have agreed to the following:

ARTICLE 1. PURPOSE

The purpose of this Memorandum of Understanding (hereinafter referred to as "MOU") is to collaborate in co-creating, collecting and adapting know-how related to the Circular Economy in the coffee sector and making it available to MSMEs, Value Chain Operators, Farmers and **fFarmers** Organizations, Traders, Roasters, Retailers Farmer Organizations and Consumers in order to achieve a more sustainable sector for all. The knowledge sharing and convening shall also support institutions, including associations, universities, **and** research institutions, policymakers and government bodies. This collaboration aims **to improve** to improve sustainability practices and to connect experts and practitioners by contributing to the circular economy application acceleration in the coffee sector building on the partnerships established through the ITC and ICO's Networks and initiatives.

ARTICLE 2. AREAS OF COOPERATION

1. Subject to the availability of funds, the Parties' respective strategic frameworks and priorities, and without prejudice to the necessary approvals required pursuant to the Parties' internal regulations and

rules in effect at the time of the planned implementation, the Parties' cooperation will be related to the identification, co-creation, connection, dissemination, promotion and implementation of knowledge and projects related to the Circular Economy in the coffee sector.

2. ITC, C4CEC and ICO have agreed to work together to provide support for the following activities:

Knowledge Identification, Co-Creation & Curation:

- Co-lead and facilitate the ITC Coffee Network working group on Circular Economy.
- Identify and select relevant case studies and initiatives related to CE across the coffee global value chain to include in position papers, and other publications including the ICO Coffee Development Reports
- Set up learning paths, share good practices, studies and practical information on the circular economy in the global coffee value chain.
- Co-create new knowledge products related to circular economy destined to different outlets (ITC Coffee Network publications, ITC website, ICO Coffee Development Report and ad hoc reports etc.)


Knowledge dissemination and visibility

- Use the ITC Coffee network, C4CEC and ICO members, stakeholders and public-private sector mechanisms and initiatives to:
 - Receive feedback on new developed knowledge products
 - Develop and disseminate sustainability good practices in the coffee sector including those related to circular economy
 - Assure joint visibility for all co-developed knowledge products and initiatives related to this MoU

Bringing the voice and needs of the MSMEs and coffee farmers and their associations promoting adaptation of knowledge to meet their needs

- Support companies in developing ideas and know-how on sustainability projects in the coffee sector
- Promoting adaptation of knowledge products to meet their needs and gaps.
- Support farmers and local communities in improving sustainability practices through dissemination of knowledge, advisory services and access to new developed knowledge products.
- Use developed knowledge products and tools for capacity building of MSMEs in the coffee sector.

Joint advocacy and promotion of collaboration across industry

- Facilitate contacts, symbiosis and interaction between producers of waste with companies/bodies that can recover, process and reintroduce it into a new production cycle.
- Foster collaboration in engaging on the global level with selected partners from private sector companies and  their associations, MNCs MSMEs, farmers, etc. research institutions, universities, international organizations, and governments engaged in circular economy

3. For the implementation of the aforementioned activities, ITC, in close consultation with C4CEC and ICO, shall be responsible for:

- Convening and co-leading the working group on CE as part of the Coffee Network initiative.
- Curating and co-creating content related to CE together with Coffee Network partners.
- Coordinating inputs from members and feedback on new developed knowledge products.
- Providing visibility and promotion of the initiative using ITC, ICO and all partners' channels.

- Co-organizing events to showcase new knowledge products related to CE.
- Distributing and publishing new knowledge products related to CE in ITC channels and future editions of Coffee Guide.
- Facilitating linkages with MSMEs, producers associations and small-holder coffee farmers in countries of origin and inclusion of their feedback in co-developed knowledge products (e.g. case studies from countries of origin on CE).
- Facilitating participatory processes involving A4A among farmers, institutions and value chain actors that lead to the improvement of value chain and producer sustainability with specific focus on farmers and farmer communities involved in the production of cash crops and food crops in targeted locations.
- Providing technical support and co-facilitation of technical trainings to policymakers, enterprises, producers and related support institutions.

4. For the implementation of the aforementioned activities, C4CEC, in close consultation with ICO and ITC, shall be responsible for:

- Setting up learning paths, share good practices, studies and practical information on the circular economy in the coffee value chain.
- Curating and co-creating content related to CE together with Coffee Network partners.
- Developing and disseminating good practices in the coffee sector.
- Supporting companies in developing ideas and know-how on sustainability projects in the coffee sector.
- Promoting the initiative using C4CEC and partners channels.
- Co-organizing events to showcase new knowledge products related to CE.
- Distributing and publishing new knowledge products related to CE in C4CEC channels.

5. For the implementation of the aforementioned activities, ICO, in close consultation with C4CEC and ITC, shall be responsible for:

- Curating and co-creating content related to CE together with Coffee Network partners and its members and stakeholders.
- Sharing available data related to coffee production, consumption and trade.
- Assuring joint visibility and promotion of common initiatives using ICO and partners channels.
- Facilitating connection with members of the ICO and of its Coffee Public-Private Task Force and other public-private sector cooperation mechanisms, as well as development partners and civil society working on sustainability.
- Sharing good practices, studies and practical information on the circular economy in the coffee value chain.
- Distributing and publishing new knowledge products related to CE on ICO channels (such as Coffee Development Report).
- Assisting ICO members to identify resources and knowledge and facilitate the application of CE in their coffee sector through international cooperation

ARTICLE 3. CONTRIBUTION

1. ITC, C4CEC and ICO with their networks and membership will provide the following contributions targeting value chain actors:

- a. Advisory support to the purposes and requirements of this MOU, such as: support in the development of the Coffee Guide Network initiative, support in the development of the C4CEC model, market information, linkages with MSMEs, Small holder farmer and their organizations,

- technology providers, governments and research institutions, potential commercial partners and other consumer facing companies part of their network and whenever relevant and appropriate.
- b. The participation of ITC, C4CEC and ICO in the design, implementation, monitoring and evaluation of the activities included in this MOU.
 - c. For the avoidance of doubt, this MOU does not include financial contributions by or generate financial obligations for any of the Parties.

ARTICLE 4. INTELLECTUAL PROPERTY AND LICENSE

1. For the purposes of this MOU:
 - a) "MOU Materials" means any material created by C4CEC, ICO and ITC under the MOU, such as but not limited to: tools, methodologies, documents or other, for the purposes of or as a result of performing its obligations under this MOU.
 - b) "Existing Intellectual Property Rights" means Intellectual Property Rights which are in existence prior to the signature of the MOU, or are subsequently developed, or acquired by, or licensed to ITC, other than as a result of the performance of the obligations under this MOU. IPRs related to ITC Coffee Guide are not part of this agreement.
 - c) "Intellectual Property Rights" includes but is not limited to patents, copyrights, designs and trademarks.
 - d) "Third Party Materials" means material in which a third party holds Intellectual Property Rights.
2. If third party materials are shared, the disclosing Party shall obtain all necessary permissions from the third party owner of the intellectual property to the materials.
3. All intellectual property rights to any MOU materials jointly created under this MOU, including without limitation the copyright, shall vest in equal shares in ITC, C4CEC and ICO. Each Party shall be free (directly or through the support of third parties) to use, reproduce, adapt, modify and communicate the MOU materials on a non-commercial basis only.
4. For the avoidance of doubt, nothing in this MOU shall confer or grant on any Party the right to use any of the Intellectual Property Rights of another Party except where specifically agreed.

ARTICLE 5. CONFIDENTIALITY

1. For the purposes of this agreement, "Confidential Information" means all information relating to any of the Parties' Data, Operations, Plans and Activities that is designated as "Confidential" and accepted on that basis by the Parties, or information provided by a third party to one of the Parties that has been identified as confidential and accepted by the Party on that basis.
2. Confidential Information shall not include any information which:
 - a) was at the time of disclosure in the public domain; or
 - b) was available to the public at the time of disclosure, or became available to the public after the time of disclosure, not due to a fault or gross negligence by the Party to whom the information does not belong (the "Receiving Party"); or
 - c) was already in the lawful possession of the Receiving Party at the time of disclosure, as evidenced by written records prior to, or outside of, performance of this contract; or
 - d) is lawfully received by the Receiving Party from a third party not itself under an obligation of confidentiality to the Disclosing Party; or
 - e) was independently developed by the Receiving Party, separate and apart from and without reference to, any information disclosed by the Disclosing Party; or

f) was agreed by the Disclosing Party to be released without any restrictions.

3. The Parties agree that any information provided by one Party (the Disclosing Party) to the other (the Receiving Party) – that has been identified as confidential by either Party – if accepted on a confidential basis by the other Party shall be treated with the utmost confidentiality pursuant to this contract and any other matter arising during the operation of this contract, and shall at least be accorded protection and confidentiality similar to that accorded to non-public information under the applicable laws and regulations of the concerned Party.

4. The Parties shall take all reasonable steps to ensure that all its employees, agents and subcontractors (hereafter “personnel”) abide by the confidentiality obligations under this MOU and shall limit the use or access to Confidential Information to those personnel it has authorized on a strictly applied “need to know” basis.

5. The Parties undertake as follows:

- a) that the information received from the other Party during the performance of this contract will be used solely for purposes of meeting their obligations under this contract and that neither of the Parties shall disclose confidential information to a third party without the prior written authorization of the Party that owns the confidential information;
- b) not to use any Confidential Information for purposes other than those of this contract;
- c) not to disclose any Confidential Information to any third party without the prior written consent of the other Party.

6. Nothing in this provision shall be understood to prevent ITC from complying with its obligations under the United Nations Financial and Staff Regulations and Rules, administrative issuances, policies or procedures applicable to ITC, in particular, but not limited to, with the obligation to disclose information to the United Nations Office for Internal Oversight Services or the United Nations Board of Auditors.

7. Nothing in this provision shall be understood to prevent ICO from complying with its obligations under its Financial and Staff Regulations and Rules, administrative issuances, policies or procedures applicable to ICO and shall not be deemed a waiver of the privileges and immunities of the ITC.

8. Nothing in this provision shall be understood to prevent C4CEC from complying with its obligations under its Financial and Staff Regulations and Rules, administrative issuances, policies or procedures applicable to C4CEC and shall not be deemed a waiver of the privileges and immunities of the ITC.

9. The obligation for confidentiality shall be applied except where disclosure is required by law or any judicial or government order or regulatory framework applicable to the concerned Party. In such situations, the Receiving Party shall give the Disclosing Party sufficient prior notice of the request in order to provide the Disclosing Party with a reasonable opportunity to take protective measures or any other action as may be appropriate before any such disclosure is made. Any such disclosure made in this context shall not be deemed a waiver of the privileges and immunities of the ITC, ICO and C4CEC.

10. The obligation for confidentiality shall continue in force for a period of five (5) years from the termination or expiry of this MOU howsoever caused.

ARTICLE 6. DATA PROTECTION AND PRIVACY

UN Data Protection and Privacy Principles

1. As a United Nations system organization, the ITC is guided by the United Nations *Personal Data Protection and Privacy Principles* attached in Annex I for the processing of “personal data”, which is defined as information relating to an identified or identifiable natural person (“data subject”) processed by,

or on behalf of, the United Nations System Organizations in carrying out their mandated activities.¹ In particular, ITC will process personal data with due regard to its confidentiality, in accordance with the specific undertakings below.

2. By entering into this contract, the ICO and C4CEC understand and accept that the ITC is not subject to any domestic law, including the GDPR, which purports to regulate personal data and that the ITC does not waive its privileges and immunities pursuant to its legal status as a joint subsidiary agency of the United Nations and the World Trade Organization.

3. By entering into this contract, the ICO and C4CEC each confirm that it has a data protection policy in place that meets the legal requirements applicable to it, within the legal jurisdiction(s) in which it conducts operations, and that it will apply such a policy to any data it shares with, or receives from, any Third Party or the ITC.

4. The ICO and C4CEC each confirm and guarantee that data collection, access, processing, analysis or other use is lawful, legitimate and fair, in accordance with the principles of good faith and proportionality and is carried out in conformity with the applicable laws or regulations on data protection and privacy within the legal jurisdiction(s) in which it conducts operations.

5. To the extent that any personal data is not necessary, relevant, adequate or appropriately limited to what is necessary in relation to the specified purposes of this contract, the ICO and C4CEC shall each anonymize and de-identify the data before sharing it with each other and the ITC to minimize any potential risks to privacy, and to ensure that no person or entity is identifiable by external parties. No party shall be responsible for any failure in the anonymization process utilised by another Party.

6. The Parties represent to each other that it shall only share with the others data it owns. If data is owned by a third party, each Party represents and guarantees that has obtained prior to sharing the data, the written permission from the Third Party owner to:

- a) share the data with ITC, ICO and C4CEC and
- b) grant to ITC, ICO and C4CEC an unlimited, worldwide, irrevocable, perpetual, and royalty-free license to make unrestricted use of the data for the purposes of its technical assistance activities.

7. No Party shall be responsible for any damage suffered by the other Parties or a Third Party as a result of an act or omission of a Party or a Third Party regarding data collection, processing or data management.

ARTICLE 7. SPECIFIC UNDERTAKINGS ON CONFIDENTIALITY AND DATA PROTECTION

1. The Parties confirm and guarantee as specific undertakings to uphold confidentiality and data protection in relation to this contract, that shall:

- a) take all reasonable and necessary precautions to preserve the confidentiality of Confidential information and the personal data and/or the anonymity of data subjects;
- b) restrict using all reasonable efforts access to Confidential Information or personal data;
- c) prohibit any processing of the selected personal data which is not in accordance with the terms of this agreement;
- d) immediately transmit to the other Party any request by third parties, including governmental authorities, to share information or personal data;
- e) retain the selected personal data only to the extent, and in such a manner, that is necessary to fulfil the specified purpose(s) of transfer and of this agreement;
- f) notify the other Party immediately in case any data subject contacts one Party to request access, modification, deletion or any other type of processing of his/her personal data;
- g) provide updates to the other Party with any changes recorded in the selected personal data every month or anytime it received such a request from the other Party;

¹ UN Principles on Personal Data Protection and Privacy: <https://unsceb.org/personal-data-protection-and-privacy-principles>

- h) immediately update, rectify and/or delete the selected personal data upon instruction from the other Party;
- i) implement appropriate data security measures to preserve the integrity of the selected personal data and prevent any corruption, tampering, loss, damage, unauthorized access and improper disclosure of the same;
- j) notify the other Party in writing immediately upon becoming aware of any data breach, in particular if the data breach is likely to result in personal injury or harm to the data subjects;
- k) maintain strict standards of confidentiality, employ appropriate access control measures and ensure that all transmissions of the selected personal data are encrypted.
- l) restrict the access to Confidential Information or personal data to "Registered/Authorized Users" upon request of the Parties;
- m) be responsible for applying their own Data Protection Principles and provisions or the equivalent under domestic law, with regard to any personal data, to the obligations in relation to this collaboration. The Parties shall inform each other of any current or future internal regulations, national laws or regulations which may impact on this collaboration with regard to the Data Protection Principles;
- n) agree on the method of transfer of the selected information or data prior to any transfer of information or data;
- o) exceptionally, upon written agreement by both Parties' representatives, allow/instruct the other Party to grant access to Confidential Information or personal data to a limited number of pre-identified entities and maintain the restricted access for all other non-authorized entities. Such exception shall also include in detail the uses permitted and the specific conditions of the disclosure. Should conditions fail to detail disclosure, this shall be interpreted as unrestricted disclosure;
- p) include disclaimers on confidentiality, ownership, legality, and exclusion of responsibility in all public documents pertaining to this framework of collaboration, such as but not limited to: publications, surveys, websites, and made available or published by all means of reproduction, with regard to the data and information therein contained.

ARTICLE 8. IMPLEMENTATION OF THE MOU

1. The head of C4CEC, the Executive Director of ICO and the Executive Director of ITC shall make the necessary arrangements to ensure the satisfactory implementation of the MOU.
2. The Parties agree to communicate on a regular basis to exchange views and report on accomplishments regarding this MOU. To support the implementation of the MOU and to strengthen the partnership, communications may include, but are not restricted to, annual strategic dialogues to review progress on the partnership, offer a space to share learnings, trends, and strategic thinking.
3. The Parties shall regularly monitor and review their activities under this MOU, and evaluate the results of the implementation of programmes, in order to ascertain whether the objectives have been met. This will enable them to formulate recommendations with a view to improving future cooperation and activities. Work plans, performance indicators and outputs will be agreed specifically for each project.
4. Without prejudice to the provisions of ARTICLE 20 (Settlement of Disputes), whenever the receipt of contribution from C4CEC, ICO or the timely completion of the activities by ITC is delayed or disrupted, ITC, C4CEC and ICO will jointly investigate all possible remedial actions to be taken.

ARTICLE 9. VISIBILITY, ACKNOWLEDGEMENT AND PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF ITC

1. Acknowledges and agrees that ITC, in its sole discretion, may provide appropriate acknowledgement concerning the Parties' collaboration under this MOU, the purpose of the partnership as well as the amounts contributed by the Parties, including in-kind contributions, and the percentage of co-financing by other contributors, for ITC reporting purposes, and therefore publish in any form and

medium, including on its web site the name of ICO and C4CEC and the aspects related to the present cooperation. Upon a duly substantiated request by ICO and C4CEC ITC may agree to forego such publicity if disclosure of the above information would **risk threatening the ICO and C4CEC 's safety or harming its interests.**

2. ICO and C4CEC shall not make any announcement or issue press releases in connection with the existence or subject matter of this MOU without the prior written permission of ITC. When it is required by laws and regulations applicable to the ICO and C4CEC, the ICO and C4CEC may provide appropriate acknowledgement or reporting concerning the Parties' collaboration under this MOU.

3. ICO and C4CEC shall not, in any manner whatsoever, use the name, emblem or official seal of ITC or one of its parent organizations, the World Trade Organization and the United Nations, or any abbreviation of the name of ITC in connection with its business or otherwise without the prior written permission of ITC. Under no circumstances shall authorization be provided to use the name, emblem or official seal of ITC, or any abbreviation of the name of ITC, for commercial or profit purposes.

4. All publications by the ICO and C4CEC pertaining to the cooperation that have received support from ITC, in whatever form and whatever medium, including the internet, shall carry the following or a similar disclaimer: "This document has been produced with the financial assistance and/or support of the International Trade Centre (ITC). The views expressed herein can in no way be taken to reflect the official opinion of the ITC."

5. ITC is a publisher to the International Aid Transparency Initiative (IATI) Registry and works towards applying the IATI standards with a view to publishing information incrementally through the IATI platform. In line with the commitment of the Parties to this MOU to transparency, ICO and C4CEC gives consent for ITC to publish data related to this MOU (and any subsequent amendments) and if applicable, associated financial transfers via its website and via the IATI platform.

ARTICLE 10. INDEMNIFICATION, INSURANCE AND LIABILITY

1. No Party shall be liable for any damage sustained by the other Parties in the implementation of the MOU, nor for any act or default on the part of the other Parties in the implementation of the MOU.

2. C4CEC ~~and ICO~~ shall indemnify, hold and save harmless, and defend, at their own expense, ITC, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of C4CEC, ~~ICO~~, or C4CEC's ~~or ICO's~~ employees, officers, agents or sub-contractors, in the implementation of this MOU. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by C4CEC ~~or ICO~~, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination or expiry of this MOU.

3. ICO shall indemnify, hold and save harmless, and defend, at their own expense, ITC, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of ICO, or ICO's employees, officers, agents or sub-contractors, in the implementation of this MOU. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by ICO, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination or expiry of this MOU. Neither Party shall in any event and irrespective of the legal basis be liable for loss of profit, injury to reputation, loss of revenue, loss of or damage to goodwill, for any indirect, special or consequential loss or any punitive or exemplary damages

4. In any case, C4CEC and ICO warrant that **they** are fully entitled to authorize use of their Existing Intellectual Property Rights for the activities provided in the MOU. C4CEC and ICO are not aware that the use of any of their Existing Intellectual Property Rights in relation to the MOU does infringe upon any patent, trademark, design, copyright or any other Intellectual Property rights of any third party.

ARTICLE 11. CONTACTS AND NOTICES

1. For purposes of communications, requests or notices with respect to this MOU,

ITC shall be represented by

Mr Hernan Manson
Head of agribusiness Green & Inclusive Value Chains section (GIVC)
Division of Sustainable and Inclusive Trade (DSIT)
At the following address: Palais des Nations, 1211 Geneva 10, Switzerland
E-mail: manson@intracen.org

With correspondence copied to:

Giulia Macola
Associate Programme Officer (Alliances for Action) Green & Inclusive Value Chains
section (GIVC)
Division of Sustainable and Inclusive Trade (DSIT)
At the following address: Palais des Nations, 1211 Geneva 10, Switzerland
E-mail: gmacola@intracen.org

and

C4CEC shall be represented by

Mr. Mario Cerutti
President
Center for Circular Economy **in Coffee**
C4CEC

And ICO shall be represented by

Ms. Vanusia Nogueira
Executive Director
International Coffee Organization
ICO

2. All communications between the Parties should be between the above representatives.

ARTICLE 12. GLOBAL COMPACT PRINCIPLES

TO BE USED ONLY IN THE CASE OF A MOU WITH A NON-STATE ACTOR

This MOU is agreed upon within the policy framework for cooperation between United Nations organizations and its subsidiary organs with the private sector and civil society that has been established by the Secretary-General of the United Nations as part of his programme of reform. In accordance with

the United Nations Global Compact², **[PARTNER] ICO and C4CEC**, by entering into this MOU, **each** represents and warrants that it is not an entity engaged in and does not tolerate:

- a) any practice inconsistent with the rights in the Convention on the Rights of the Child, including Article 32 which requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development;
- b) human rights abuses, forced or compulsory labour;
- c) the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines;
- d) sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the **[PARTNER] ICO and C4CEC** to perform any services under this MOU; and
- e) is committed to the protection of the environment, and works against all forms of corruption, including extortion and bribery.

ARTICLE 13. PROTECTION FROM SEXUAL EXPLOITATION AND SEXUAL ABUSE

1. Sexual exploitation and sexual abuse violate universally recognized international legal norms and standards and have always been unacceptable behavior and prohibited conduct for United Nations staff. Such conduct is prohibited by the United Nations Staff Regulations and Rules.
2. In signing the MOU, ICO and C4CEC each acknowledge the receipt of a copy of the ITC Executive Director's Bulletin ITC/EDB/2012/06 of 24 December 2012, titled "Special measures for protection from sexual exploitation and sexual abuse", and accepts the United Nations and ITC standards in relation to the prohibition of sexual exploitation and sexual abuse; and to take all appropriate measures to prevent sexual exploitation or sexual abuse of anyone by ICO and C4CEC or by any of its employees to perform any activities under the MOU.
3. Failure by the ICO and C4CEC to take preventive measures against sexual exploitation or sexual abuse, to investigate allegations thereof, or to take corrective action when sexual exploitation or sexual abuse has occurred, shall constitute grounds for termination of this MOU.

ARTICLE 14. ITC LEGAL STATUS, PRIVILEGES AND IMMUNITIES

The International Trade Centre is a joint subsidiary organ of the World Trade Organization and the United Nations and enjoys, pursuant to *inter alia* the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly of the United Nations on 13 February 1946, such privileges and immunities as are necessary for the independent fulfilment of its purposes. Nothing in or relating to this agreement shall constitute or imply the waiver by ITC of any of its privileges and immunities. ICO and C4CEC's agents or employees shall not be considered in any respect as being officials or staff members of ITC.

ARTICLE 15. LEGAL STATUS OF ICO and C4CEC

1. The ICO represents and warrants to ITC that:
 - a) it is an international intergovernmental organization with legal personality, duly incorporated after being set up in London in 1963 under the auspices of the United Nations, and following the approval of the first International Coffee Agreement in 1962 or any subsequent Agreement which replaces it. At present the ICO operates under the International Coffee Agreement 2007.
 - b) it has the power and authority to enter into and perform the obligations to be assumed by the ICO under this MOU;

² <http://www.unglobalcompact.org>.

- c) it has taken all necessary internal steps to authorize the execution, delivery and performance of this MOU;
 - d) that the entering into, execution, and performance by the ICO of the activities under this MOU do not violate any law or regulation applicable to the ICO or its constitutive documents; and
 - e) that the signatory of the ICO has full power and authority to sign individually this MOU in the name and on behalf of the ICO.
2. The C4CEC represents and warrants to ITC that:
- a) it is an Association with legal personality, duly incorporated and validly existing under the laws of Italy, even if it aims to be a reference point, independent and authoritative at the international level;
 - b) it has the power and authority to enter into and perform the obligations to be assumed by the C4CEC under this MOU;
 - c) it has taken all necessary internal steps to authorize the execution, delivery and performance of this MOU;
 - d) that the entering into, execution, and performance by the C4CEC of the activities under this MOU do not violate any law or regulation applicable to the C4CEC or its constitutive documents; and
 - e) that the signatory of the C4CEC has full power and authority to sign individually this MOU in the name and on behalf of the C4CEC.

ARTICLE 16. **RELATIONSHIP BETWEEN THE PARTIES**

1. Nothing in this MOU shall create any employer/employee, agency, distributor, partnership or any form of joint venture relationship between the Parties.
2. The officials, representatives, employees, or subcontractors of either Party shall not be considered in any respect as being the employees or agents of the other Party.
3. Except, as expressly set forth in this MOU, neither Party shall have the authority to act on behalf of, be liable for the acts of the other Party or bind the other Party in any way.
4. The Parties hereby recognize that this collaboration under this MOU is non-exclusive.

ARTICLE 17. **NO WAIVER**

Any waiver or excuse by a Party of a breach of a provision of this MOU will not operate or be construed to be a waiver or excuse of any other breach of that provision or of any breach of any other provision of this MOU. A failure or a delay by a Party to insist upon strict adherence to any term of this MOU will not be considered a waiver or deprive that Party of the right thereafter to insist upon strict adherence to that term or any other term of this MOU. Any waiver must be in writing and signed by the Party giving the waiver or excuse.

ARTICLE 18. **SETTLEMENT OF DISPUTES**

1. The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the MOU or the breach, termination, or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules, then obtaining of the United Nations Commission on International Trade Law (hereinafter referred to as "UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.
2. Any dispute, controversy, or claim between the Parties arising out of the MOU or the breach, termination, or invalidity thereof, unless settled amicably under paragraph 1 of this Article, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining.

The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the MOU, order the termination of the MOU, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the MOU, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures") and Article 34 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages or interest. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

3. Nothing in or relating to this MOU shall constitute or imply the waiver by ITC of any of its privileges and immunities.

ARTICLE 19. DURATION AND TERMINATION

1. This MOU shall become effective upon signature by **both all** Parties, until 31 December 2025 on the understanding that either Party is at liberty to terminate it at any time, after furnishing to the other Party a written notice of **NUMBER IN LETTERS THEN (NUMBER): e.g., termination** thirty (30) days, **three (3) months** in advance of the date on which the Party furnishing such notice wishes to have the MOU terminated.

2. Without prejudice to the foregoing, in the event of any termination, the Parties shall:

- a) take reasonable steps to ensure that termination of this MOU shall not be prejudicial to any activities or programmes undertaken within the framework of the MOU or to the completion of tasks for which binding obligations exist;
- b) take immediate steps to bring the performance of any obligation under the MOU to an orderly conclusion; and
- c) cease, as the case may be, any permitted use of the name and emblem of the other Party; and
- d) return to ITC (or at ITC's request, destroy) all copies of MOU Materials in its control or possession, if any, in addition to all other property belonging to and/or provided by ITC.

ARTICLE 20. AMENDMENT

This MOU, including the Annex(es), may be amended only by written agreement of the duly authorized representatives of the Parties.

ARTICLE 21. STATUS OF ANNEXES

The Annex(es) form(s) an integral part of the MOU. Any reference to this MOU includes the Annex(es).

ARTICLE 22. ENTIRE AGREEMENT

This MOU contains and constitutes the entire agreement and understanding of the Parties concerning the subject matter hereof and supersedes any and all prior or other representations, communications, understandings, agreements and proposals, whether written or oral, by and between the Parties on this subject.

IN WITNESS HEREOF, the undersigned, being duly authorized thereto, have on behalf of the Parties hereto signed this MOU in two (2) originals in English at the place and on the day below written.

At [PLACE], Dubai on
[DATE] 10 December 2023

For and on behalf of [PARTNER]:
Centre for Circular Economy in
Coffee

At GenevaDubai, on
[DATE] 10 December 2023

For and on behalf of the
International Trade Centre:



.....
[NAME]
[TITLE]
Mario Cerutti
President

.....
Nasser Shammout Fiona Shera
Acting Director
Division of Programme Support
Sustainable and Inclusive Trade

At London, on

For and on behalf of International
Coffee Organization

.....
Vanusia Nogueira
Executive Director

ANNEX I

UNITED NATIONS PERSONAL DATA PROTECTION AND PRIVACY PRINCIPLES

1 FAIR AND LEGITIMATE PROCESSING

The United Nations System Organizations should process personal data in a fair manner, in accordance with their mandates and governing instruments and on the basis of any of the following: (i) the consent of the data subject; (ii) the best interests of the data subject, consistent with the mandates of the United Nations System Organization concerned; (iii) the mandates and governing instruments of the United Nations System Organization concerned; or (iv) any other legal basis specifically identified by the United Nations System Organization concerned.

2 PURPOSE SPECIFICATION

Personal data should be processed for specified purposes, which are consistent with the mandates of the United Nations System Organization concerned and take into account the balancing of relevant rights, freedoms and interests. Personal data should not be processed in ways that are incompatible with such purposes.

3 PROPORTIONALITY AND NECESSITY

The processing of personal data should be relevant, limited and adequate to what is necessary in relation to the specified purposes of personal data processing.

4 RETENTION

Personal data should only be retained for the time that is necessary for the specified purposes.

5 ACCURACY

Personal data should be accurate and, where necessary, up to date to fulfil the specified purposes.

6 CONFIDENTIALITY

Personal data should be processed with due regard to confidentiality.

7 SECURITY

Appropriate organizational, administrative, physical and technical safeguards and procedures should be implemented to protect the security of personal data, including against or from unauthorized or accidental access, damage, loss or other risks presented by data processing.

8 TRANSPARENCY

Processing of personal data should be carried out with transparency to the data subjects, as appropriate and whenever possible. This should include, for example, provision of information about the processing of their personal data as well as information on how to request access, verification, rectification, and/or deletion of that personal data, insofar as the specified purpose for which personal data is processed is not frustrated.

9 TRANSFERS

In carrying out its mandated activities, a United Nations System Organization may transfer personal data to a third party, provided that, under the circumstances, the United Nations System Organization satisfies itself that the third party affords appropriate protection for the personal data.

10 ACCOUNTABILITY

United Nations System Organizations should have adequate policies and mechanisms in place to adhere to these Principles.