

MULTILATERAL MEMORANDUM OF UNDERSTANDING CONCERNING COOPERATION ON THE  
RIGHTS AND RESOURCES INITIATIVE

Rights and Resources Initiative

JUNE 2015

## BACKGROUND

In February 2006 representatives of Partner Organizations resolved to enter into the Rights and Resources Memorandum of Understanding in order to enhance their institutional commitment to the Rights and Resources Initiative and thereby help strengthen the coalition.

The Rights and Resources Initiative (hereinafter referred to as the RRI) is an informal coalition of Partner Organizations dedicated to strategically advancing jointly agreed goals and activities in pursuit of greater global commitment to pro-poor forest policy and market reforms to increase local household and community ownership, control, and benefits from forest and tree resources.

The RRI was created in late 2005 by representatives of the Center for International Forestry Research (CIFOR), the World Conservation Union (IUCN), Forest Trends, the Regional Community Forestry Training Center for Asia and the Pacific (RECOFTC), ACICAFOC (Central American Indigenous and Peasant Coordinating Association for Community Agroforestry) and the Foundation for People and Community Development (FPCD). These representatives developed the original set of rules and governance structure of the RRI, including the “Institutional and Business Arrangements of the RRI” (IBA) (Annex 1) and the Concept Note (Annex 2). These two negotiated texts, along with this Memorandum of Understanding (MoU), serve as the two foundational reference texts for the RRI.

The Forest Peoples Programme (FPP), the World Agroforestry Centre (ICRAF) and Intercooperation (HELVETAS Swiss Intercooperation since July 2011) joined the Initiative in 2006 after having met the criteria for partnership detailed in the Institutional and Business Arrangements text (Annex 1), Civic Response joined in May 2007. FECOFUN joined in January 2008 and the Samdhana Institute in January 2009. Prisma (Programa Salvadoreño de Investigación sobre Desarrollo y Media Ambiente), Tebtebba (Indigenous Peoples’ International Centre for Policy Research and Education) and IFRI joined in October 2010. The Center for Environment and Development of Cameroon (CED) joined in April 2011.

Since its inception, the coalition has undergone some fluctuation in terms of membership and levels of participation. In 2010, two of the RRI’s founding Partners, namely CIFOR and IUCN, changed the nature of their involvement from full-fledged partnership to one of ongoing collaboration. The Foundation for People and Community Development (FPCD) decided to withdraw from the RRI in 2013 while the Center for International Forestry Research (CIFOR) re-joined the coalition in June 2014 as a Partner.

The Rights and Resources Group (hereinafter referred to as the RRG) is the formal coordination mechanism of RRI, registered in 2005 as an independent non-profit organization in Washington D.C. RRG is governed by a Board of Directors, a majority of who are independent of Partner Organizations and includes the President of RRG, with the remainder drawn from Partner Organizations (see Annex 4). The Board provides ultimate oversight for the functioning and governance of the Initiative. The structure and functions of the RRG and Board are detailed in the Institutional and Business Arrangements (Annex 1).

Partner Organizations are those that have met the criteria for Partnership (described in Annex 1). They are invited by the Board of the RRG to join, based on their interest and commitment to RRI, as well as their strategic value to the coalition by complementing the contributions and roles of existing Partners.

Hereinafter, The RRG and the Partner Organizations will be referred to as the Parties.

## PREAMBLE

The Parties:

*Taking account* of their shared commitment to the Mission, Objectives, Goals and Targets of the RRI, as described in Annex 2;

*Noting* that the Parties have complementary strengths and credibility with the RRI target audiences;

*Convinced* that the joint efforts of the Parties are expected to further leverage additional capacity, influence and resources to advance the agenda of RRI; and

*Considering* that a more structured relationship between the RRI and its Partner Organizations would be mutually beneficial by expanding and consolidating their commitment to jointly collaborating on the effective operation of the RRI, and would clarify their roles.

Have reached the following understanding:

## BASIS FOR COLLABORATION

1. The value proposition of the RRI is that, with a limited incremental investment in improved coherence and coordination, existing organizations can dramatically increase their contribution to the rights, dignity and development of forest dependent people globally as well as to forest conservation and more equitable economic and social development.
2. RRI's *Mission* is to support local communities' and Indigenous Peoples' struggles against poverty and marginalization by promoting greater global commitment and action towards policy, market and legal reforms that secure their rights to own, control and benefit from natural resources, especially land and forests.
3. Its *Objectives* are to encourage communities, governments, donors and international institutions to combine efforts to advance two *Global Goals*:
  - To substantially increase the forest area under local ownership and administration, with secure rights to use and trade products and services; and
  - To dramatically reduce poverty in the *forested* areas of the world.
4. The Parties have come together to strategically collaborate towards raising the level of effort on global forest policy and tenure reforms that lead to poverty alleviation, forest conservation and sustainable economic and social development.
5. This Memorandum of Understanding establishes a framework for cooperation between the Parties and is made and entered into by and between the signatories hereto, whose legal identities, addresses and indicated contact persons, relevant to this Memorandum of Understanding, are listed in Annex 4 hereto. This Memorandum of Understanding consists of a general part and five (5) Annexes.

## AREAS FOR COLLABORATION

6. Acting within the framework of their powers, interests and responsibilities, the Parties agree to collaborate on:
  - a. Strategically advancing the Mission, Goals, Targets and Activities of the RRI, as described in the Concept Note (Annex 2);
  - b. The implementation of RRI sanctioned activities;
  - c. Advising on the operational implementation of the RRI;
  - d. Identifying critical issues, threats and opportunities for intervention by RRI;

- e. Capturing the lessons learned on RRI-related issues and sharing them with other Partner Organizations;
  - f. Ensuring the value addition of the RRI and complementarity with other organizations and pro-poor initiatives.
7. The Parties will jointly fund-raise for the implementation and coordination of the RRI, Fundraising will be done in full respect of the Parties' individual and collective fundraising policies, guidelines and restrictions as well as in full respect of the policies adopted by the RRI, including those ensuring protection against conflict of interest. In particular, all proposals which seek to raise funds for RRI-branded activities<sup>1</sup> prepared by Partner Organizations are to:
- a. Be prepared in consultation with and authorized by the RRG;
  - b. If costs are incurred, include a portion of funding for the RRG to help defray RRG costs of: (1) coordinating the RRI; (2) ensuring the effective integration of the activity into the broader set of RRI efforts; and (3) ensuring adequate dissemination and use of knowledge created to other Partners; and
  - c. In cases where Parties serve as an intermediary for funding to other Parties, overhead or management fees will be allocated according to the following formula: one-third of the allocated fee be retained by the primary grantee (to cover the additional administrative costs of supervision, consolidated accounting and donor reporting), and the remaining two thirds of the total overhead fees will be allocated to implementing Partners on a pro-rata basis, (which could include the primary grantee) with identical arrangements for subsequent allocations to other Partners or Collaborators.
8. Within the framework of their powers, interests and responsibilities, all Partner Organizations agree to:
- a. Support, adhere to, and participate in the regular updating of the Institutional and Business Arrangements of the RRI, as described in Annex 1;
  - b. Contribute to the planning, development and implementation of the RRI work plans;
  - c. Enter into collaborative working relationships (formal and informal) with RRG and other RRI Partner Organizations;
  - d. Make significant in-kind or in-cash contributions to the RRI programs of work, including covering staff time for all governance matters.
  - e. Partners will individually and collectively self-regulate their adherence to the roles and rules identified in the MoU and the IBA. Partners will bring these matters to the attention of other Partners, RRG, and the Board when performance is not suitable or consistent with agreed standards, as stated in the MoU and IBA. Partners will also recommend remedial actions to be taken by the Partner in question, Partners in general, or the Board. In order to facilitate this process of self-regulation, a fixed agenda item will be added to Partner meeting agendas.
9. Within the framework of the RRI Institutional and Business Arrangements and Concept Note, RRG agrees to:
- a. RRG will self-regulate its adherence to the roles and rules identified in the IBA and MoU. RRG will bring these matters to the attention of Partners and the Board when performance is not suitable or consistent with agreed standards, as stated in the MoU and IBA;
  - b. Support and participate in the regular updating of the Institutional and Business Arrangements of the RRI, as described in Annex 1;

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<sup>1</sup> "RRI-branded" activities refer to any activities that use the RRI logo.

- c. Support Partner activities in the context of the RRI mission and objectives;
  - d. Engage the Partner organizations, at the inception/planning stage in activities that are of direct interest/relevance/to them.
  - e. Communicate RRI-wide activities to all Partners;
  - f. Develop and share fundraising proposals with RRI Partners and provide advance notice of fundraising plans and submissions for major, RRI-wide proposals;
  - g. Encourage the effective participation of Partners at key meetings and events, including planning meetings in the different regions;
  - h. Cover the reasonable travel costs for participation in governance meetings;
10. The Parties will, where possible, co-operate to avoid the unnecessary duplication of work or effort and will assess and discuss areas of duplication or gaps with a view to ensuring effective and efficient outcomes.

## **REPRESENTATION**

11. No Party shall make any commitments or create any obligations on behalf of any other without that organization's specific, written consent.
12. Each Party shall maintain the right to express its opinion individually on its relationship with RRI, and this Memorandum of Understanding in particular, but each Party will notify the other at least three weeks before taking any public position.
13. No Party shall make public use of any other Party's name, logo or other trademarks without the prior consent of the other, subject to the provisions in the Institutional and Business Arrangements (Annex 1) regarding usage of Partner logos by RRG.
14. RRG will not release advocacy statements or policy positions with the name or logo of any Partner Organization displayed, unless the Partner Organization has:
- a. Been given reasonable advance notice by RRG of such intended use, and
  - b. Had to opportunity to edit or otherwise amend the statements or positions provided that any objection shall be based on reasonable grounds, and
  - c. Provided advance consent to RRG.
15. Where consent has been given by a Party to the use of its name or logo, it shall be displayed in a clearly legible font and conspicuous location.

## **MODALITIES OF COLLABORATION**

16. Any activity undertaken on behalf or for the benefit of the RRI or RRG on the basis of this Memorandum of Understanding shall be developed with a clear and mutual understanding of the work and the responsibilities to be carried out by each Party and of the ways and means of funding each such activity. To that end, the specific details will be set forth and operationalized in annual work-plans developed during the Annual Meetings of the RRI and approved by the Board of Directors of RRG.
17. Any decision, action and/or omission affecting the intent and implementation of this Memorandum of Understanding will be made by consensus between all Parties.
18. The Parties will ensure that sharing of costs and benefits of activities undertaken together is fair and equitable over the term of this Memorandum of Understanding, as outlined herein.
19. Unless otherwise specified, each Party to this Memorandum of Understanding will bear and pay all of its own costs and expenses incurred in connection with the Memorandum of Understanding and the execution of the contemplated actions, except as otherwise agreed upon.

20. Any differences arising between the Parties relating to the interpretation or application of this Memorandum of Understanding will be settled by amicable negotiation between them, in concert with the Board of Directors of RRG, without recourse to any outside jurisdiction or third party. If there has been a demonstrated change in the willingness or ability of a Party to meet the provisions of this Memorandum of Understanding, the Board of Directors of the RRG may, after consultation with all of the Parties, terminate that Party's participation in this Memorandum of Understanding.

#### **INTELLECTUAL PROPERTY**

21. Any intellectual property (all rights in copyright, patents, registered and unregistered trademarks, registered designs, trade secrets and all other rights of intellectual property) developed by Parties under this Memorandum of Understanding shall remain the joint intellectual property of the Parties involved provided however that the Parties agree and acknowledge that the joint work shall be used exclusively for non-commercial purposes. Where joint work is developed, all joint Parties are joint owners of the entire work and enjoy full rights that come with that ownership.
22. Non-commercial use by each of the Parties, such as for training and research, is hereby granted without fee and formal request, subject to proper citation.
23. The Parties will handle the issues related to intellectual property rights incurred under cooperation pursuant to the principles of equality, mutual benefit and respect and in accordance with the domestic laws and regulations of their respective countries.

#### **ENTIRE AGREEMENT**

General Principles regarding this Memorandum of Understanding:

24. This Memorandum of Understanding is not intended to create legally binding obligations, but is a statement of the Parties' bona fide intent. It sets forth the entire understanding of the Parties in respect of the collaboration contemplated.
25. This Memorandum of Understanding and the relationships between the Parties established hereby does not constitute a partnership, joint venture, agency, or contract between them
26. This Memorandum of Understanding is non-commercial and no transaction of goods or services is associated with its purpose.
27. This Memorandum of Understanding does not preclude the development of additional arrangements between each of the Parties separately or jointly with other Partner Organizations of the RRI. The Parties undertake that this will not undermine the intent and purpose of this memorandum of understanding;
28. This Memorandum of Understanding does not preclude specific policy or activities being undertaken by each of the Parties separately or groups of them, though the Parties undertake that these will not undermine the intent and purpose of this Memorandum of Understanding.

#### **DURATION, AMENDMENT AND TERMINATION**

29. This Memorandum of Understanding is effective for five (5) years from the date of initial execution and may be modified or extended only by the Board of Directors of the RRG and only with written agreement of all of the Parties.
30. Signatures to this Memorandum of Understanding or to any amendment or extension to this Memorandum of Understanding may be circulated electronically or by facsimile. And,

any such signature shall have the same effect as an original.

31. After two and a half (2.5) years from the date of initial execution, the Board of Directors of the RRG will conduct a review to monitor and assess the effectiveness of this Memorandum of Understanding and recommend modifications or extensions for consideration, and approval by all Parties. This review will be led by an RRG Board member, external to Partner Organizations.
32. New Parties, representing new Partner Organizations to the RRI, will sign on to the Memorandum of Understanding subsequent to the initial date of execution. They will bear all of the rights and responsibilities of the initial signatories, though the term of their agreement will be consistent with the original term of the MOU, per item 29 above: five years from the date of initial execution
33. A Party may terminate its participation in this Memorandum of Understanding at any time by giving at least three (3) months written to the other Party.

**DATE OF COMMENCEMENT**

IN WITNESS HEREOF, this 10th day of June 2015, the Parties hereto have executed this Memorandum of Understanding.

For Parties

All signed pages will be incorporated as attachment in Annex 5

Signatory Party

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Organization