

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

BETWEEN

THE ASIA INDIGENOUS PEOPLES PACT (AIPP)
THE ALLIANCE OF INDIGENOUS PEOPLES OF THE ARCHIPELAGO (AMAN)
THE MESOAMERICAN ALLIANCE OF PEOPLES AND FORESTS (AMPB)
THE CENTER FOR ENVIRONMENT AND DEVELOPMENT OF CAMEROON (CED)
CIVIC RESPONSE
THE CENTER FOR INTERNATIONAL FORESTRY RESEARCH (CIFOR)
THE AMAZON BASIN INDIGENOUS ORGANIZATION COORDINATOR (COICA)
THE FEDERATION OF COMMUNITY FORESTRY USERS NEPAL (FECOFUN)
FOREST TRENDS
THE INSTITUTO SOCIOAMBIENTAL (ISA)
THE INTERNATIONAL FAMILY FORESTRY ALLIANCE (IFFA)
THE INTERNATIONAL FORESTRY RESOURCES AND INSTITUTIONS (IFRI)
LANDESA
THE SALVADORAN RESEARCH PROGRAM ON DEVELOPMENT AND ENVIRONMENT (PRISMA)
REGIONAL COMMUNITY FORESTRY TRAINING CENTER FOR ASIA
AND THE PACIFIC (RECOFTC)
THE AFRICAN WOMEN'S NETWORK FOR COMMUNITY MANAGEMENT OF FORESTS
(REFACOF)
WORLD AGROFORESTRY (INTERNATIONAL CENTRE FOR RESEARCH IN AGROFORESTRY -
ICRAF)

AND

THE RIGHTS AND RESOURCES GROUP

JUNE 2020

BACKGROUND

The Rights and Resources Initiative (hereinafter referred to as RRI) was established in 2005 to catalyze greater strategic coordination between organizations to support the recognition of the forest land rights of local communities, Indigenous Peoples and Afro-descendants, address historical injustices, and help transform rural areas across the world.

It was created by the leaders of Forest Trends, the Center for International Forestry Research (CIFOR), the World Conservation Union (IUCN), the Regional Community Forestry Training Center for Asia and the Pacific (RECOFTC)-The Center for People and Forests, ACICAFOC (Central American Indigenous and Peasant Coordinating Association for Community Agroforestry), and the Foundation for People and Community Development (FPCD). These leaders developed the original set of rules and governance structure of RRI. Over the years, the coalition membership and its structure has fluctuated in response to interest and opportunities. This Memorandum of Understanding (MoU) is the fourth iteration.

The Rights and Resources Group (hereinafter referred to as RRG) was established as the formal coordination mechanism of RRI and registered as an independent non-profit organization in Washington D.C. RRG is governed by a Board of Directors that provides the ultimate oversight for the functioning and governance of the Initiative and is composed of a Secretariat that provides strategic recommendations and administrative support to the Board and RRI.

Partner Organizations are organizations of rights-holders and their allies that are fully committed to advancing the rights and self-determined development of Indigenous Peoples (IPs), local communities (LCs) and Afro-descendants (ADs) and to contributing to RRI and its success as an instrument to advance these goals.

RRG and Partner Organizations will hereinafter be referred to individually as 'Party' and collectively as 'Parties'.

PREAMBLE

The Parties:

Taking into account their shared commitment to the Mission, Objectives, Goals and Targets of RRI, as described in the Concept Note in Annex 1;

Noting that the Parties have complementary strengths and credibility with RRI's target audiences and abilities to play a key role in fostering even greater ambition, coordination and action on these goals;

Realizing that the RRI Coalition is a vast open network that also includes: Collaborators, Fellows, the RRG Board, and platforms and instruments that were spearheaded by RRI to support collective land rights recognition. The coalition strategically engages with other key allies and networks helpful to advance RRI's mission;

Convinced that the joint efforts of the Parties and the other members of the coalition listed above are necessary to maximize collective impact in advancing recognition and realization of collective land rights and further leverage additional capacity, influence and resources to advance the objectives of RRI;

Considering that a structured relationship between RRI and its Partner Organizations would be beneficial in order to expand and consolidate their commitment to jointly collaborate on the effective operation of RRI;

have reached the following understanding:

BASIS FOR COLLABORATION

1. The value proposition of RRI is that, with limited incremental investments in strategic planning, analysis, and coordination across scales and sectors, organizations within the coalition can dramatically increase their impacts in favor of the world's Indigenous Peoples, local communities and Afro-descendants (IPs, LCs and ADs), strategically use their complementary strengths, and avoid duplication.
2. RRI's *Mission* is to support local communities', Indigenous Peoples', and Afro-descendants' struggles against marginalization and for self-determined sustainable development 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. RRI's *Objectives* are to encourage governments, private companies and investors, donors, and international institutions to join forces with Indigenous Peoples, local communities, Afro-descendants, and their allies to advance three *Global Goals*:
 - To substantially increase the forest area under local ownership and administration, with secure rights to manage, conserve, use and trade products and services;
 - To increase the adoption of progressive laws, regulations and practices that promote the customary and statutory forest land rights of Indigenous Peoples, local communities, Afro-descendants, and women within those groups, and simultaneously reduce efforts that weaken these; and
 - To dramatically improve the self-determined socio-economic status of Indigenous Peoples, local communities, and Afro-descendants.
4. The Parties have come together to strategically collaborate towards raising the level of effort on global forest policy, tenure, and market reforms that lead to cultural survival and strengthening, forest conservation, stronger self-governance, and self-determined, sustainable economic and social development.
5. This MoU establishes a framework for cooperation between the Parties and is made and entered into by and between the signatories. This MoU consists of a general part and the Concept Note in Annex 1.

AREAS OF COLLABORATION

6. Catalyzing and mobilizing all relevant actors to raise awareness, ambition, and action on RRI's Mission, Goals, and Targets, challenging conventional development, conservation, and business practices, and inspiring new ideas, narratives, and rights-based development models at all levels to advance collective rights and self-determined development.
7. Generating new analysis and research on key issues and opportunities to encourage recognition of rights and self-determination of IPs, LCs and ADs.
8. Supporting policy, market and legal reforms and their adoption and implementation by governments, private companies and investors, conservation organizations, and international organizations at the local, country, and regional levels.
9. Catalyzing strategic networks, initiatives, and institutions to engage more effectively at the national, regional and international levels and promote change in key regional and global dialogues and institutions.

INSTITUTIONAL ARRANGEMENTS

10. The Rights and Resources Initiative (RRI) is a strategic coalition of (i) Partners; (ii) Collaborators; (iii) Fellows; and (iv) Rights and Resources Group (RRG).

Their roles and responsibilities are described here:

11. Partners:

Partners are organizations of rights-holders and their allies that are fully committed to advancing the rights and self-determined development of IPs, LCs and ADs and to contributing to RRI and its success as an instrument to advance these goals. They are invited by the Board of RRG to join RRI based on their interest and commitment to RRI's Mission, Goals, Targets and programs, as well as their strategic value to the coalition. They commit their organizations to contribute to the functioning of RRI and to collaborate with other members of the coalition to advance its goals. To maintain the effectiveness of RRI, the number of Partners will be managed by the RRG Board. There are two types of Partners: 1) Organizations or networks governed by and representing rights-holders; and 2) Non-profit organizations dedicating to supporting and advancing the interests and agendas of the rights-holders. Priority for new members will be given to IP, LC and AD organizations.

To be eligible for partnership an organization must:

- Demonstrate commitment to RRI's Goals, Targets, Mission and programs;
- Collaborate on an RRI-branded activity or outcome with RRI or with a current Partner for at least one year prior to applying for membership, and receive a recommendation for membership by existing Partners or RRG;
- Formally request to become a member by sending a letter to RRG via email outlining their interest and potential contribution to be approved by the RRG Board; and
- Reach an agreement with RRG and the existing Partner group regarding their strategic contributions to the Initiative and sign the RRI MOU.

Partners' functions and responsibilities include:

- Fully committing to IP, LC and AD rights and RRI as the instrument to achieve the goals of the Initiative;
- Fostering active collaboration and strategic coordination with other RRI Partners, Collaborators and other allies to catalyze action and drive progress at the national, regional and global levels;
- Pro-actively communicating relevant information to other Partners and RRG;
- Undertaking local, national, regional, and global analytical work, in collaboration with other coalition members and RRG;
- Participating in the planning, governance, and development of the global vision, strategies, and annual workplans of RRI;
- Contributing to national, regional, and international information "campaigns" of the Initiative, including communications, where possible, and championing the Initiative to other sectors, and potential Partners and donors, in collaboration with RRG;
- Making significant in-kind or in-cash contributions to RRI's programs of work, including covering staff time for all governance matters; and
- Nominating main and alternate representative focal points to facilitate coordination, receive regular correspondence and participate in annual RRI meetings.

12. Collaborators:

Collaborators are national, regional, and global-level organizations with a commitment to RRI objectives and who participate in the planning and implementation of RRI-sanctioned activities and strategies.

13. Fellows:

RRI Fellows are recognized international leaders in the area of forestry, land and resource tenure, poverty reduction, private sector companies and investment, and human rights issues who have proven their commitment to the objectives of RRI. They provide strategic guidance or collaborative work to RRI on an honorary basis and add to RRI's pool of credible expertise and experience. They are nominated by RRI Partners or RRG—with the participation of Partners. RRG can appoint Fellows after a five-day non-objection consultation with the Board.

14. All Parties recognize that RRI Partners, Collaborators, and Fellows have the right to:

- Contribute to the identification of commonly agreed-upon initiatives or strategies during any of the national, regional or global planning processes;
- Submit requests for project funding from the Strategic Response Mechanism;
- Participate in the planning, decision-making, and oversight of specific programs involving them;
- Be acknowledged on RRI publications and other work products that they participate in; and
- Receive funds from RRG's budget for the execution of agreed work identified in planning processes.

15. Rights and Resources Group (RRG):

The Rights and Resources Group is the formal coordination mechanism of the Initiative. It is composed of (i) a Board of Directors and (ii) a Secretariat.

i. The RRG Board of Directors

The RRG Board is the highest-level governance body for RRI. As such, it approves RRG's and RRI's strategic direction; ensures legal, fiscal and managerial oversight of RRG; monitors progress in achieving RRI's objectives; and oversees the nominations process for Partners, Fellows and Board members (in accordance with the Board accountability agreement and by-laws).

The RRG Board consists of individuals from the RRI coalition, community leaders of community and rights-holder organizations, and individuals from relevant disciplines and organizations, with the majority being independent of Partner organizations. Board members act as individuals serving the best interests of RRG, not as official representatives of their organizations.

ii. The Secretariat

The Functions and Responsibilities of the Secretariat include:

- Instigating and/or catalyzing collective action of Partners, Collaborators, Fellows and other potential allies, fostering learning to meet the mission of RRI,
- Facilitating strategic planning, collective agenda setting and joint action at country, regional and global levels;
- Undertaking or commissioning analytical work to monitor and report on global progress on recognition of collective rights, inform and arm leaders with new ideas, concepts,

data, narratives, and comparative experiences;

- Leading RRI's global information "campaign", including communications and media work to advance RRI's Mission, Goals, and Targets, "championing" the Initiative to other sectors and potential Partners, Collaborators and donors, and representing RRI at meetings, public events and forums;
- Investigating, and supporting, where possible, opportunities for action at the country, regional and global levels, and instigating action in new geographies or with new constituencies on behalf of the coalition, in collaboration with members of the RRI coalition;
- Mobilizing resources and influencing donors to advance IPs, LCs and ADs' land and resource rights including, but not limited to, the efforts of the Coalition;
- Reporting to the RRG Board of Directors, coalition members, and donors;
- Identifying opportunities to use the activities above to strengthen the capacity and connectedness of members of the network (Partners and Collaborators) with a particular focus on building capacity in the Global South;
- Listening carefully to the priorities and agendas of IPs, LCs and ADs to ensure that these perspectives are incorporated into all of RRI's collective activities;
- Giving RRI Partners a five-day non-objection notice for all important requests, with the exception of Major Publications (see clause 29), and reach agreements with Partners active at the country and regional level on the recruitment of Facilitators; and
- Contributing to the inclusion of new voices and expertise in the Coalition by nominating new Partners and Fellows, as appropriate, after consultation of RRI Partners and for the RRG Board's consideration.

RRG is not considered a "Partner"; its growth is regulated by the RRG Board of Directors.

16. Each Party will self-regulate their adherence to the roles and rules identified in the MoU and bring these matters to the attention of the other Parties and the RRG Board when performance is not suitable or consistent with agreed standards.
17. In order to adjust the partnership over time, depending on agreed strategic priorities, collective theory of change and associated geographical priorities, Parties and the RRG Board will develop and implement protocols for regular identification, invitation and on-boarding of new Partners in order to engage the most strategically relevant allies.

REPRESENTATION

18. No Party shall make any commitments or create any obligations on behalf of any other Party without that organization's specific, written consent.
19. Each Party shall maintain the right to express its opinion individually on its relationship with RRI, and this MoU in particular, but each Party will notify the other at least three weeks before taking any public position.

MODALITIES OF COLLABORATION

20. Any activity undertaken on behalf or for the benefit of RRI or RRG on the basis of this MoU 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 proposed activity. To that end, details will be set forth and operationalized in annual work-plans developed during the Annual Meetings of RRI and approved by the RRG Board of Directors.

21. Any decision, action and/or omission affecting the intent and implementation of this MoU will be made by consensus between all Parties.
22. The Parties will ensure that sharing of costs and benefits of activities undertaken together is fair and equitable over the term of this MoU, as outlined herein.
23. Unless otherwise specified, each Party to this MoU will bear and pay all of its own costs and expenses incurred in connection with the MoU and the execution of the contemplated actions, except as otherwise agreed upon.
24. Any differences arising between the Parties relating to the interpretation or application of this MoU will be settled by amicable negotiation between them, in concert with the RRG Board of Directors, 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 MoU, the RRG Board of Directors may, after consultation with all of the Parties, terminate that Party's participation in this MoU.

FUNDRAISING

25. The Parties will jointly fundraise for the implementation and coordination of 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 RRG.
 - a. All Partner-led proposals which seek to raise funds for RRI-branded activities will be prepared in consultation with and authorized by RRG and include a portion of funding for RRG to help defray coordination and communications costs, as appropriate.
 - b. RRG will aim at mobilizing resources to advance the RRG mission and programs. RRG will share fundraising proposals with RRI Partners and provide advance notice of fundraising plans and submissions for major, RRI-wide proposals.

COMMUNICATIONS

26. No Party shall make public use of any other Party's name, logo or other trademarks without the prior consent of the other. 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.
27. RRG will build and manage the RRI brand and logo, as well as guard Partners' interests by releasing only advocacy statements or policy positions with the name or logo of the Partner Organization if agreed in prior consultation with the Partner, including advance notice of intended use and the opportunity to raise reasonable objections to the statements and positions entailed;
28. All publications, reports and brochures that are substantially funded for RRI and managed by RRG will:
 - Feature the logos of all Partners, with introductory text describing RRI, usually on the inside cover of the publication if applicable; and
 - Prominently feature the logos of the lead Partner and/or Collaborator organizations responsible for the work.
29. RRG will seek Partner input and comment from concept to release when publishing a Major Publication, defined as top-line publications that contribute a major, and substantially different, argument to advance RRI's global narrative, include revised tenure data (maintained by RRG), and are peer-reviewed. Partners will have two weeks to review a Major Publication before its release. If there are cases where one or more Partners disagree with the RRI product, their logos could be removed from that particular product by mutual consent though it

is hoped that this would happen only on rare occasions as it could weaken the strength of the partnership. It is anticipated that the previous experience, of only one or two Major Publications per year, will continue.

30. All RRI publications, except Major Publications, will carry the standard disclaimer “the views here are those of the authors and are not necessarily shared by the agencies that have generously supported this work or all of the Partners of the coalition.” Major Publications will carry a slightly modified disclaimer: “The views presented here are not necessarily shared by the agencies that have generously supported this work.”
31. All publications or activities conducted by RRI Partners receiving RRI funding will bear the RRI logo.

INTELLECTUAL PROPERTY

32. 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 MoU 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.
33. 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.
34. 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 MoU:

35. This MoU 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.
36. This MoU and the relationships between the Parties established hereby does not constitute a partnership, joint venture, agency, or contract between them.
37. This MoU is non-commercial and no transaction of goods or services is associated with its purpose.
38. This MoU does not preclude the development of additional arrangements between each of the Parties separately or jointly with other Partner Organizations of RRI. The Parties undertake that this will not undermine the intent and purpose of this MoU.
39. This MoU does not preclude specific policy or activities being undertaken by each of the Parties separately or groups of them, though the Parties agree that these will not undermine the intent and purpose of this MoU.

DURATION, AMENDMENT AND TERMINATION

40. This MoU is effective for five (5) years from the date of initial execution and may be modified or extended only by the RRG Board of Directors and only with written agreement of all of the Parties.

41. Signatures to this MoU or to any amendment or extension to this MoU may be circulated electronically or by facsimile, and any such signature shall have the same effect as an original.
42. After two-and-a-half (2.5) years from the date of execution, the RRG Board of Directors will conduct a review to monitor and assess the effectiveness of this MoU 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.
43. New Parties, representing new Partner Organizations to RRI, will sign the MoU 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 40 above: five years from the date of initial execution.
44. A Party may terminate its participation in this MoU at any time by giving at least three (3) months written notice to the other Party.

DATE OF COMMENCEMENT

IN WITNESS HEREOF this 30th day of June 2020, the Parties hereto have executed this MoU.

Signature

Date

Name

Title

Organization