

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNITED NATIONS DEVELOPMENT PROGRAMME  
AND  
MONDELÉZ EUROPE GmbH**

This Memorandum of Understanding (“MOU”) is entered into by the United Nations Development Programme (“UNDP”), a subsidiary organ of the United Nations, an intergovernmental organization established by its Member States with its headquarters in New York, NY (USA), and Mondelēz Europe GmbH (hereinafter “Mondelēz”), headquartered in Switzerland. UNDP and Mondelēz are hereinafter referred to individually as a “Party” and jointly as the “Parties”;

**WHEREAS**, UNDP serves in many respects as the operational arm of the United Nations at the country level and works with partners in numerous countries to promote among other things sustainable development, eradication of poverty, advancement of women, good governance and the rule of law;

**WHEREAS**, UNDP represented by Ghana Country Office is interested in enhancing its development activities in *National systems and existing institutional arrangements for climate change mitigation and adaptation and for disaster risk reduction, as defined in the Hyogo Framework for Action at the district, regional and national levels are functional. Related Strategic Plan focus areas: environment and sustainable development.*

**WHEREAS**, Mondelēz International is the world’s leading manufacturer of chocolate. Its keen interest to support the origin countries where cocoa, the raw material for the production of chocolate, is produced is manifested in the establishment of a Cocoa Sustainability Program called Cocoa Life. Ghana is one of the 6 origin countries privileged to have Cocoa Life. It is a 100 million US Dollars cocoa sustainability program scheduled to end in 2022 and targets cocoa farmers and their communities.

**WHEREAS**, the Parties share similar missions and wish to cooperate in areas of mutual concern to enhance the effectiveness of their development efforts;

*[The Mondelēz Cocoa Life Program is a holistic, third party verified cocoa sustainability program to create empowered, thriving cocoa communities to increase sustainable cocoa supply in Ghana.*

*The United Nations Development Assistance Framework (UNDAF) (2012-2016) provides support to strengthen the capacity of Ghana to address energy and environmental challenges at national, regional, and local levels, by focusing on key priority areas, such as climate change, disaster risk reduction, energy and biodiversity. In line with the UNDAF’s current emphasis on preservation of water bodies and afforestation, this project proposes direct and indirect farmer-based interventions to assist cocoa farmers adopt environmentally sustainable cocoa production practices on farms while conserving ecosystems and natural resources in cocoa landscapes.*

*Therefore, since 2014 UNDP and Mondelez International have implemented the project titled "Environmental Sustainability and Policy for Cocoa Production in Ghana" under the Environmental Pillar V which is focused on helping future farming generations through sustainable natural resource use on farms and to increase conservation of forests and maintenance of ecosystems. The project is now continuing into a second phase, called Environmentally Sustainable Production Practices in Cocoa Landscapes Phase II from 1<sup>st</sup> October 2016 to 31<sup>st</sup> December 2020.*

**NOW, THEREFORE,** the Parties wish to express their intention to cooperate as follows:

### **Article I Purpose and Scope**

The purpose of this MOU is to provide a framework of cooperation and facilitate and strengthen collaboration between the Parties, on a non-exclusive basis, in areas of common interest.

*[The objective of this MOU is to develop collaboration between Mondelez International Cocoa Life and UNDP to collectively mainstream environmentally sustainable production practices into cocoa production landscapes across Ghana while implementing these two broad objectives, which are:*

- 1. Farmers in the Cocoa districts adopt environmentally sustainable and climate change resilient cocoa production practices on their farms.*
- 2. Cocoa production landscapes are managed sustainably to conserve ecosystems and natural resources.*

*This collaboration seeks to churn out activities that will help farmers in the Mondelez International Cocoa Life Program to adopt environmentally sustainable and climate change resilient cocoa production practices and to conserve ecosystems and natural resources in cocoa landscapes.*

*At the end of this collaboration, the following results are expected:*

- 1. Environmentally sustainable cocoa production practices effectively mainstreamed into farmer training curricula by building the capacities of COCOBOD Health Extension Division CEAs, Cocoa Life CEAs mandated to provide farmer level trainings.*
- 2. Farmers in the project districts adopt environmental sustainable cocoa production practices on farms.*
- 3. Increased shade trees and carbon stocks on cocoa farms and in cocoa landscapes to provide short to long-term environmental and socio-economic benefits to farmers and the ecosystem.*
- 4. The establishment of three Community Resource Management Areas (CREMAs) including the Ayum-Asuokow CREMA in Asunafo North to govern the use of natural*

*resources at the landscape level including fire management; sacred groves protection and water resources management.*

5. *Policy engagement with government on land tenure and tree tenure rights.]*

## **Article II Areas of Cooperation**

The Parties agree to cooperate in the following areas of activity:

- i) [Mainstreaming of a package of environmentally sustainable production practices into farmer cocoa agronomy throughout cocoa growing communities];*
- ii) [Natural resources and ecosystems conservation and management in cocoa production landscapes];*
- iii) [Secure tree tenure rights for farmers through on-farm tree registration]; and*
- iv) [Investigate additional funding mechanisms and develop new proposals].*

### *Activities*

- i. Farmer based trainings support;*
- ii. Farmers plant trees to enhance carbon stocks on cocoa farms;*
- iii. Tree registration and tree tenure policies for the adoption of environmentally sustainable cocoa production practices;*
- iv. Establishment of CREMAs;*
- v. Three community fire prevention volunteer brigades established and trained in the CREMAs;*
- vi. Build capacities of traditional authorities and community opinion leaders to enable them enforce traditional conservation practices to conserve biodiversity;*
- vii. Investigate additional funding mechanisms and develop new proposals;*
- viii. Donor dialogues in Ghana and globally with the support of UNDP Global Commodities programme to explore other funding opportunities this.*

## **Article III Consultation and Exchange of Information**

3.1 The Parties shall, on a regular basis, keep each other informed of and consult on matters of common interest, which in their opinion are likely to lead to mutual collaboration.

3.2 Consultation and exchange of information and documents under this MOU shall be without prejudice to arrangements, which may be required to safeguard the confidential and restricted character of certain information and documents. Such arrangements will

survive the termination of this MOU and of any agreements signed by the Parties within the scope of this collaboration.

3.3 The Parties shall, at such intervals as deemed appropriate, convene meetings to review the progress of activities being carried out under the present MOU and to plan future activities.

3.4 The Parties may invite each other to send observers to meetings or conferences convened by them or under their auspices in which, in the opinion of either party, the other may have an interest. Invitations shall be subject to the procedures applicable to such meetings or conferences.

#### **Article IV Implementation of the MOU**

4.1 All of UNDP activities envisaged hereunder are subject to the availability of funding. To this end, in order to implement the specific activities envisioned hereunder, the Parties shall conclude cost-sharing agreements in accordance with the Parties' respective regulations, rules and procedures, which shall specify the costs or expenses relating to the activity and how they are to be borne by the Parties. Any funds so received by UNDP shall be used in accordance with its regulations, rules, policies and procedures. The cost-sharing agreements shall also include a provision incorporating by reference the MOU, which is applicable to the cost-sharing agreements and the projects/ programmes financed there from.

4.2 It is understood that all activities will be carried out on the basis of project documents agreed between UNDP and the concerned governments, and in accordance with the applicable UNDP regulations, rules, policies and procedures.

4.3 The costs of public relations activities relating to the partnership, that are not otherwise addressed by a specific cost-sharing agreement concluded hereunder, will be the responsibility of Mondelēz.

4.4 Neither Party shall be an agent, representative or joint partner of the other Party. Neither Party shall enter into any contract or commitment on behalf of the other Party and shall be solely responsible for making all payments to and on behalf of its own account, as provided under this MOU and under cost-sharing agreements concluded hereunder.

4.5 Each Party shall be responsible for its acts and omissions in connection with this MOU and its implementation.

4.6 Within 30 days of the start of each half year, UNDP shall submit an invoice in respect of the Total Funding for the subsequent half year. The invoice shall state clearly each charge to which the invoice relates. Mondelez reserves the right to withhold payment until a valid invoice is raised which complies with this agreement.

4.7 Mondelez shall pay UNDP the amount stated on each invoice issued to it pursuant hereto (plus VAT, if any) within 60 days of receipt of such invoice and the payment shall be made into a bank account designated by UNDP in the relevant invoice.

4.8 Mondelez reserves the right to withhold payment if the Proof of Performance from the previous half year has not been received.

#### **Article V Use of Name and Emblem**

5.1 Neither Party shall use the name, emblem or trademarks of the other party, or any its subsidiaries, and/ or affiliates, or any abbreviation thereof, without the express prior written approval of the other Party in each case. In no event will authorization to use the UNDP name or emblem, or any abbreviation thereof, be granted for commercial purposes, or for use in any manner that suggests an endorsement by UNDP of the Party services.

5.2 The Party acknowledges that it is familiar with UNDP's ideals and objectives and recognizes that its name and emblem may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the status, reputation and neutrality of UNDP.

5.3 Nothing in this MOU grants to the Party the right to create a hyperlink to the UNDP website. Such link may be created only with UNDP's written authorization.

5.4 The Parties agree to recognize and acknowledge this partnership, as appropriate. To this end, the Parties shall consult with each other concerning the manner and form of such recognition and acknowledgement.

#### **Article VI Term, Termination, Renewal and Amendment**

6.1 The proposed cooperation under this MOU is non-exclusive and shall cover an initial period of 3 years from the Effective Date, as defined in Article XII [*or commencing on 1<sup>st</sup> October 2016 and ending on 30<sup>th</sup> September 2019*]. The remaining project period as mentioned in the ESP II Project Document will be signed in a new MOU at the end of 2019 for a total project of budget of \$1,850,002.59 unless terminated earlier by either Party upon two months' notice in writing to the other Party.

6.2 In the event of termination of the MOU, any cost-sharing or project cooperation agreements, and any project documents concluded pursuant to this MOU, may also be terminated in accordance with the termination provision contained in such agreements. In such case, the Parties shall take the necessary steps to ensure that the activities carried out

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under the MOU, the cost-sharing agreements, and project documents are brought to a prompt and orderly conclusion.

6.3 This MOU may be amended only by mutual written agreement of the Parties.

#### **Article VII Notices and Addresses**

Any notice or request required or permitted to be given or made under this MOU shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall have been delivered by hand, certified mail, overnight courier, telex, or cable to the Party to which it is required to be given or made at the address specified below or such other address as shall be hereafter notified.

For UNDP:                    Dominic Sam  
                                  Country Director  
                                  United Nations Development Programme  
                                  UN House, No.7 Ring Road East.  
                                  Email: registry.gh@undp.org  
                                  Tel: +233 302 215-670

For Mondelēz Europe:        Mondelēz Europe GmbH  
                                  Lindbergh Allee 1  
                                  Glattpark 8152  
                                  Switzerland

#### **Article VIII Representations**

[Mondelēz *International Cocoa Life Program*] represents that it is an organization in good standing duly organized under the laws of Ghana. *Mondelēz International* shall promptly notify UNDP of any legal investigation or fiscal audit that it may be subject to from time to time.

#### **Article IX Settlement of Disputes**

9.1 The Parties shall use good faith efforts to settle amicably any dispute, controversy or claim arising out of this MOU. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

9.2 Any dispute, controversy or claim between the Parties arising out of this MOU which is not settled amicably in accordance with the foregoing paragraph shall be referred to arbitration under the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules then in force. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

**Article X  
Miscellaneous**

11.1 This MOU and any related co-financing agreements and project document comprise the complete understanding of the Parties in respect of the subject matter in this MOU and supersede all prior agreements relating to the same subject matter. Failure by either Party to enforce a provision of this MOU shall not constitute a waiver of that or any other provision of this MOU. The invalidity or unenforceability of any provision of this MOU shall not affect the validity or enforceability of any other provision of the MOU.

11.2 Nothing in this MOU shall be construed as creating a joint venture or any other form of legally binding commitment.

**Article XI  
Privileges and Immunities**

Nothing in or relating to this MOU shall be deemed a waiver, express, or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

**Article XII  
Effectiveness**

This MOU may be signed in counterparts, each of which shall be deemed an original and both of which duly executed shall constitute one entire document, and shall enter into effect on the date in which it is duly signed by both Parties ("Effective Date").

IN WITNESS WHEREOF, the duly authorized representatives of the Parties affix their signatures below.

<b>FOR UNDP:</b> Name: Dominic Sam	<b>FOR Mondelez Europe:</b> Name: <i>C. PIETERS</i>
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<p>Title: Country Director  Date: 12/7/2016  Signature: </p> <p>Dominic SAM  US VP - CD  14/3/2017</p>	<p>Title: Director Cocoa Life  Date: <del>10/02/2017</del>  Signature: </p> <p><b>FOR Mondelez Europe:</b>  Name: NICOLA TOND  Title: FINANCE DIRECTOR  Date: 16/2/2017  Signature: </p>
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5<sup>TH</sup> December, 2016

Mr. Dominic Sam  
The Country Director  
UNDP Ghana

**MOU AMENDMENT FOR ENVIRONMENTALLY SUSTAINABLE PRODUCTION  
PRACTICES IN COCOA LANDSCAPES PHASE II PROJECT (ESP II)**

Dear Sir:

We refer to the MOU for the implementation of ESP Phase II Project from 1<sup>st</sup> October 2016 to 31<sup>st</sup> December 2020 submitted to Mondelēz International Cocoa Life Program on 24<sup>th</sup> October, 2016 for signature.

We are writing to inform you that, although we have approved the project, Mondelēz Europe can only sign an initial MOU for a period of 3 years. This means we have to amend the life of ESP II to 3 years, starting from 1<sup>st</sup> October 2016 to 30<sup>th</sup> September 2019. We will be in the position to sign another MOU for the remaining project period as indicated in the ESP II project document at the end of 2019.

Therefore, we would like to kindly request you to revise the MOU from 1<sup>st</sup> October 2016 to 30<sup>th</sup> September 2019 and resubmit for signature.

Thank you for your cooperation.

Sincerely,

P.P.

Cathy Pieters  
Cocoa Life Program director

