

MEMORANDUM OF UNDERSTANDING

Between

The Italian Ministry for the Environment and Territory

and

The Food and Agriculture Organization of the United Nations (FAO)

for the establishment of the Global Bioenergy Partnership Secretariat

Background

During the International Workshop on Bioenergy, which took place in Rome in June 2005, the Italian Ministry for the Environment and Territory (hereafter referred to as the Ministry) proposed the establishment of the Global Bioenergy Partnership (GBEP). As a follow up to that Workshop the Gleneagles 2005 Communiqué recognized the interest in a Partnership: *"We [the G8] will promote the continued development and commercialisation of renewable energy by: [...] (d) launching a Global Bioenergy Partnership to support wider, cost effective, biomass and biofuels deployment, particularly in developing countries where biomass use is prevalent, following the Rome International Workshop on Bioenergy"*.

The Global Bioenergy Partnership was formally launched on the occasion of the 14th Session of the Commission for Sustainable Development in New York on 11 May 2006. According to paragraph 3.8 of the Terms of Reference of the Global Bioenergy Partnership (GBEP) attached hereto as Annex A, the Ministry for the Environment and Territory of Italy agreed to support the establishment of the Partnership Secretariat for a period of two years. It was then decided that the Partnership Secretariat will be hosted at FAO in Rome since bioenergy has been an integral part of FAO's work on energy, environment and development for various decades.

The Hundred-and-Thirtieth Session of the FAO Council endorsed the recommendations of the Committee on Agriculture expanding the effort in bioenergy. It stressed the interdisciplinary character of bioenergy and the need for FAO to apply an integrated and focused approach in this field and to assist its member countries in their technical and policy decision-making processes regarding bioenergy.

An International Bioenergy Platform (IBEP) has been prepared and presented by FAO to the international community, including a side event in the context of CSD 14, as a mechanism for organizing and facilitating a multidisciplinary and global approach to bioenergy.

Purpose

The purpose of this Memorandum of Understanding between the Ministry and FAO is to define general conditions whereby FAO will host at its headquarters in Rome the Global Bioenergy Partnership Secretariat. The obligations of both Parties are further described in Annex B and C which constitute an integral part of this Memorandum of Understanding.

General Commitments

1. The Partnership Secretariat will be acting under the guidance of the Steering Committee of the Global Bioenergy Partnership (GBEP) and the supervision of FAO.
2. The budget of the Partnership Secretariat will be funded by the Ministry and FAO as set forth in Annex C. This contribution will be managed under an FAO Trust Fund in accordance with FAO Financial Rules and Regulations.
3. Salaries and other entitlements and insurance of the Partnership Secretariat staff, who shall be directly recruited by FAO, as well as related institutional costs are specified in Annex C and shall be charged to the Trust Fund.
4. FAO will provide adequate office space, equipment and supplies and other in-kind contributions as specified in Annex C.
5. All staff of the Partnership Secretariat shall be directly recruited by FAO, and will be subject to FAO's rules and regulations.
6. The obligations of FAO under this Memorandum of Understanding are contingent upon the deposit of the necessary financial resources in the Trust Fund.

Final Provisions

This Memorandum of Understanding shall enter into force on the date of its signature by the duly authorized representatives of the Parties for a period of two years. The Parties may decide to extend this Memorandum of Understanding taking into account relevant decisions of the GBEP Steering Committee.

This Memorandum of Understanding may be modified by the written mutual consent of the Parties, in accordance with their respective rules and regulations. Such amendments shall enter into force one month following notifications of consent by both Parties.

This Memorandum of Understanding may be terminated by either Party upon sixty days written notice given to the other Party. In that event, the Parties will agree on measures required for the orderly conclusion of ongoing activities.

Nothing in the Memorandum of Understanding or in any document or arrangement relating thereto shall be construed as constituting a waiver of the privileges and immunities enjoyed by FAO.

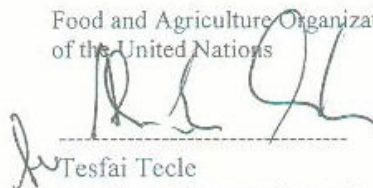
Rome, 5 June 2006

Ministry for the
Environment and Territory of Italy



Corrado Clini
Director General
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Food and Agriculture Organization
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Terms of Reference for the Global Bioenergy Partnership (GBEP)

The G8 Gleneagles Plan of Action endorsed the launch of a Global Bioenergy Partnership by stating that “We (the G8) will promote the continued development and commercialization of renewable energy by ...launching a Global Bioenergy Partnership to support wider, cost effective, biomass¹ and biofuels deployment, particularly in developing countries where biomass use is prevalent, following the Rome International Workshop on Bioenergy”.

The undersigned entities (collectively the “Partners”) set forth the following Terms of Reference for the Global Bioenergy Partnership (referred to as “the Partnership”), a framework for international cooperation on an holistic approach to bioenergy development and deployment through partnerships among developed countries, developing countries, and countries with economies in transition, the private sector, the research institutes, the development banks, and other relevant international, intergovernmental and non-governmental organizations.

1. Purpose

To provide a forum for dialogue on effective policy frameworks, identifying ways and means to facilitate investment and transfer of technology. It will also enhance collaborative project development and its implementation, with a view to optimize the contribution of bioenergy to sustainable development, taking account of environmental, social and economic factors. It also provides a voluntary, non-binding framework for Partners to organize, articulate and implement targeted international research, development, deployment, demonstration and commercial activities, to be related to production, delivery, conversion, use and trade (local, regional or international), of bioenergy.

2. Functions

Through the Partnership, the Partners will seek to:

2.1 Create a global high level policy dialogue on bioenergy, supporting national, regional and international bioenergy policy discussions, that facilitate international cooperation and market development.

2.2 Develop and encourage collaborative project activities in the bioenergy field.

2.3 Foster the exchange of information, knowledge skills and technologies by identifying and promoting potential areas of bilateral and multilateral collaboration on research, development, demonstration, and commercial utilization of bioenergy.

2.4 Facilitate bioenergy integration into energy markets by identifying, assessing and addressing specific barriers in the supply chain.

¹ Biomass shall mean every type of organic material derived directly or indirectly from photosynthesis, excluding that of geological origin (e.g. coal, oil, etc.). Heat, electricity, gaseous or liquid biofuels – that is bioenergy – can be obtained from biomass by means of conventional or advanced sustainable technologies.

2.5 Favour the transformation of biomass use towards more efficient and sustainable practices.

2.6 Promote the use of biofuels to replace the use of petroleum-based fuels in transportation.

2.7 Act as a cross cutting initiative, working in synergy with other relevant initiatives and partnerships e.g. REN21, REEEP, MEDREP, IPHE, Methane to Markets, Implementing Agreements of the IEA, as well as with other relevant international organizations, to avoid duplicating ongoing activities.

2.8 Foster analysis of environmental implications of bioenergy including biodiversity, effects on climate change and land use, and promote the optimum use of bioenergy for sustainable development.

2.9 Provide a forum to analyse and develop policy recommendations on technical guidance for internationally-recognized interoperability standards.

2.10 Engage the private sector as an integral part of the cooperative activities of the Partnership, as well as development banks, research institutions, and other relevant organizations, as appropriate.

2.11 Increase public awareness of, and educate consumers about, bioenergy.

2.12 Recognize projects that meet specific criteria developed by the Partners.

Short – Mid Term Actions (within a period of two to five years) of the Partnership are listed in Annex A.

3. Organization

3.1 A Steering Committee and a secretariat will be established.

3.2 Annex B lists the Partners. Partners will appoint one representative and one alternate to the Steering Committee. Annex B may be amended by the Steering Committee. When making their appointments the Partners will seek to establish a balanced representation of policy-makers and experts with economic, environmental, social and scientific background in the Steering Committee. Due to the high significance of possible land use competition, e.g. with environmental and agricultural uses, the Steering Committee should include experts on nature conservation and agriculture.

3.3 Experts with an economic, environmental, social and scientific background will attend the Steering Committee meetings as deemed necessary by the appointed representatives.

3.4 The Steering Committee will govern the overall framework, policies, procedures and activities of the Partnership. It will provide strategic guidance to the Partnership and periodically review the programme of collaborative activities undertaken by the Partnership, including a review of the organizational structure if necessary, and provide direction and instructions for actions to the Secretariat. The Steering Committee should meet at least once a year, at times and places to be determined by its appointed representatives.

3.5 A majority of the members of the Steering Committee present at a meeting constitute a quorum for the transaction of business. The decisions of the Steering Committee will be made by consensus.

3.6 The principal coordinator of the Partnership communications and activities will be the Partnership Secretariat, established under the guidance of the Steering Committee. The secretariat will: (1) organize the meetings of the Partnership; (2) arrange special activities such as workshops, seminars and experts meetings; (3) receive and forward new membership requests to the Steering Committee; (4) coordinate communications with regard to the Partnership activities and their status; (5) act as a clearinghouse of information on policy developments and technological information on bioenergy⁶; (6) maintain procedures and responsibilities for key functions that are approved by the Steering Committee; (7) perform other tasks and duties as the Steering Committee directs; (8) facilitate synergies with other relevant international initiatives and processes in the field of bioenergy; (9) develop and maintain the Partnership web site. The focus of the Secretariat will be administrative. The Secretariat will not act on matters of policy except as specifically instructed by the Steering Committee.

3.7 The Secretariat may, as required, use the services of personnel employed by the Partners and made available to the secretariat. Unless otherwise determined by the Partners, such personnel will be remunerated by their respective employers and will remain subject to their employers' conditions of employment.

3.8 The Ministry for the Environment and Territory of Italy will support the Partnership Secretariat for a period of two years. This arrangement will be reviewed at two year intervals. The Partnership Secretariat will be hosted at FAO headquarters in Rome.

3.9 Each Partner will individually determine the nature of its participation in the Partnership activities.

4. Membership

4.1 These Terms of Reference establish a framework for voluntary cooperation and do not create any legally binding obligations between or among its Partners. Each partner will undertake the activities contemplated by these Terms of Reference in accordance with the laws under which it operates and the international instruments to which it is a party.

4.2 The Steering Committee may invite other entities to join the Partnership and become Partners through acceptance of the Terms of Reference.

4.3 Technical and other experts from within and outside Partnership Partner organizations may participate in activities conducted under the auspices of the Partnership, unless decided otherwise by the Partners.

5. Funding

5.1 Participation in the Partnership is on a voluntary basis. Each Partner may, at its discretion, contribute funds, personnel and other resources to the Partnership subject to the laws, regulations and policies of the Partner. Any costs arising from the activities contemplated in these Terms of Reference are to be borne by the Partner that incurs them, unless other arrangements have been made.

5.2 These Terms of Reference do not create any right or benefit, substantive or procedural, enforceable by law or equity against the Partner, their officers or employees, or any other person. No Partner should submit a claim for compensation to another Partner for activities it carries out under these Terms of Reference.

6. Intellectual Property

6.1 To the extent possible, the research and development fostered by the Partnership should be open.

6.2 All matters related to intellectual property and the treatment thereof arising from cooperative activities of the Partnership will be addressed on a case-by-case basis within the specific context in which they appear, bearing in mind the purposes of the Partnership.

7. Commencement, Modification, Termination, Extension and Withdrawal

7.1 Commencement, Modification, Termination

7.1.1 These Terms of Reference will commence on 11 May 2006 and will continue in effect for ten years unless extended or terminated by decision of the Steering Committee.

7.1.2 These Terms of Reference may be modified by decision of the Steering Committee.

7.2 Extension and Withdrawal

7.2.1 By decision of the Steering Committee these Terms of Reference may be extended for additional periods.

7.2.2 Any Partner may terminate its membership upon written notice 90 days prior to the withdrawal.

Short-mid term actions

In the short term the Partnership will seek to:

1. Update the inventory of existing networks, initiatives and institutions dealing with bioenergy in order to avoid duplications, and allow integration and leverage of international activities.
2. Identify gaps in knowledge or areas of weak understanding.
3. Carry out scoping of feasibility studies for market building activities, in cooperation with interested developing countries.
4. Establish mechanism for raising awareness and dealing with issues of international relevance (e.g. environmental standards, food security/MDG1, trade) and gaps in technology and policy.
5. Formulating standard guidelines to measure the greenhouse gas emission reductions through the promotion and use of biofuels in the transport and energy generation sectors. This would include the development of baseline methodologies and monitoring tools to be used for project activities in the bioenergy field.

CANADA

CHINA, PEOPLE'S REPUBLIC OF

FRANCE

GERMANY

ITALY

JAPAN

MEXICO

RUSSIAN FEDERATION

UNITED KINGDOM

UNITED STATES OF AMERICA

FAO

IEA

UN FOUNDATION

EUROPEAN BIOMASS ASSOCIATION

Terms of Reference of the Partnership Secretariat

Functions - The focus of the secretariat will be administrative.

Under the guidance of the Steering Committee of the Global Bioenergy Partnership (GBEP), and the supervision of FAO, the GBEP Secretariat will carry out the following functions:

1. Organize, at least once a year, a meeting of the Steering Committee and coordinate inputs and support from Partners and other relevant actors.
2. Arrange special activities such as workshops, seminars and expert meetings.
3. Liaise with potential partners and process membership requests to be considered by the Steering Committee.
4. Coordinate communications (e.g. Web site, publications) and act as an information clearinghouse for GBEP activities.
5. Facilitate collaboration and synergy with other relevant and related bioenergy initiatives and processes.
6. Carry out any additional task decided by the Steering Committee.

Core Staff

The core staff will be responsible for carrying out the tasks of the GBEP Secretariat, as outlined above. The following are the secretariat's core staff and their main responsibilities.

1. Secretariat Manager

Supervise and manage secretariat activities. Support the partners in development, implementation and review of partnership activities and establish contacts between GBEP partners and other relevant actors.

2. Research and Knowledge Management Officer

Ensure the quality soundness of partnership activities. Identify progress and developments most relevant to the Partnership and its activities. Use interactive communications tools to ensure knowledge exchange among partners.

3. Computer, database networking specialist

Design and establish the GBEP Web site and an information interface.

Update the inventory of existing networks, initiatives and institutions, and establish and maintain an accessible database for partnership activities, programmes, projects, case studies, success stories and data.

4. Administrative, logistical and financial support staff

Provide secretarial support and establish and maintain administrative and financial procedures and records following FAO procedures and mechanisms.

5. Staff from in kind contributions

The secretariat may, as required, use the services of personnel employed by Partners of the GBEP and made available to the secretariat.

Terms of Reference of Core Staff

The staff of the secretariat shall be recruited by and subject to the rules of FAO.

Note: All staff are expected to have computer skills and experience working with people from different cultures.

1) GBEP Secretariat Manager - P-5 level

Duties and Responsibilities

Under the overall supervision of the Chief of the Environment and Natural Resources Service, the GBEP Secretariat Manager will supervise and manage secretariat activities, support the partners in development, implementation and review of partnership activities and establish contacts between GBEP partners and other relevant actors. In particular, the incumbent will:

- assure the implementation of the recommendations of the GBEP Steering Committee;
- assist in the coordination and support of the different technical panels and initiatives, including the biodiversity initiative and the terrestrial network;
- develop coordination mechanisms between the GBEP Secretariat and the Secretariats of other relevant partnerships and initiatives;
- perform other related duties as required.

Qualification and experience

Advanced degree in environmental sciences, economics, engineering or other relevant discipline. At least ten years of relevant working experience in international environmental or energy related issues, including bioenergy. Experience in energy activities in developing countries and, in particular, in key issues such as the links of bioenergy with food security, sustainable energy systems or climate change. Proven managerial abilities and experience. Ability to express ideas clearly and concisely both orally and in writing and ability to work independently with minimum supervision. Ability to identify constraints in programme implementation and take steps to overcome them.

Languages: Working knowledge of English and Italian. A second official language of the United Nations desirable.

2) Research and Knowledge Management Officer P-3 level

Duties and Responsibilities

Under the direct supervision of the Secretariat Manager and the overall supervision of the Chief of the Environment and Natural Resources Service, the incumbent will carry out the following duties:

- ensure technical quality and policy soundness of partnership activities;
- identify progress and developments most relevant to the partnership and the relevance of its activities;
- use interactive communication tools to ensure knowledge exchange among partners;
- assist in the organization of GBEP activities;
- perform other related duties as required.

Qualification and experience

University degree in environmental sciences, economics, engineering or other relevant discipline. At least five years relevant experience in the area of environment and/or economics and knowledge of key issues related to bioenergy for development, food and energy security and climate change. Experience in the organization of international meetings and in the preparation of reports and publications.

Language: Working knowledge of English and Italian. A second official language of the United Nations desirable.

3) Computer Database Networking Specialist G-4 level

Duties and Responsibilities

Under the direct supervision of the Secretariat Manager and the overall supervision of the Chief of the Environment and Natural Resources Service, the incumbent will carry out the following duties:

- design and establish the GBEP Web site and an information interface, in line with FAO rules and procedures;
- update the inventory of existing networks, initiatives and institutions active in bioenergy;
- establish and maintain an accessible database for partnership activities, programmes, projects, case studies, success stories and other data;
- assist in the organization of GBEP activities;
- perform other related duties as required.

Qualification and experience

Secondary school education. Three years of experience in the design and operation of web sites and databases. Knowledge of FAO templates and in formatting/editing reports or technical papers. Knowledge of the organization of meetings. Initiative, ability to meet deadlines and to work under pressure. Willingness to travel occasionally and work at meetings held outside headquarters. Computer literacy and ability to effectively use office technology equipment.

Language: Working knowledge of Italian and English. Limited knowledge of French or Spanish desirable.

4) Administrative, Logistical and Financial Support staff G-4 level

Duties and Responsibilities

Under the direct supervision of the Secretariat Manager and the overall supervision of the Chief of the Environment and Natural Resources Service, the incumbent will carry out the following duties:

- receive, screen, maintain control and route correspondence, reports and other material related to the Secretariat and the GBEP Steering Committee;
- search for, select and compile a variety of information on GBEP activities and present it in a form suitable for utilization and reporting back to the Steering Committee;
- receive telephone calls and office visitors answer routine queries and provide information relying on good knowledge of established policies, procedures and staff activities;
- type a variety of material in draft or final form, including correspondence, reports, meeting and technical papers using automated office equipment;
- draft routine correspondence on own initiative in the required languages;

- assist in the preparation and organization of the meetings of the Partnership, including preparation and finalization of meeting documents and reports;
- initiate a variety of actions in the Organization's computerized systems such as travel authorizations and travel expense claims;
- maintain updated contacts lists as requested;
- perform other related duties as required.

Qualifications and experience

Secondary school education. Three years of clerical and secretarial experience and at least one year at the G-3 level. The incumbent must have passed the FAO typing test at 50 wpm in English and 45 wpm in Italian. Knowledge of the Organization's computerized financial/personnel systems and office procedures. Knowledge of FAO/GI templates and in formatting/editing reports or technical papers. Knowledge of organization of meetings. Initiative, ability to meet deadlines and to work under pressure. Willingness to travel occasionally and work at meetings held outside headquarters. Knowledge of Microsoft Excel and Microsoft PowerPoint are desirable

Language: Working knowledge of Italian and English. Limited knowledge of French or Spanish desirable.

5) Staff from in kind contribution

The secretariat may, as required, use the services of personnel employed by Partners of the GBEP and made available to the secretariat, either at professional or at administrative/general service level.

Responsibilities and contributions

The Ministry as well as FAO will support the GBEP Secretariat for a period of two years and it will be hosted at FAO headquarters in Rome.

The contribution of FAO and the Ministry will specifically refer to the following:

- FAO will provide supervision and support to the secretariat to carry out its functions as specified in Annex A.
- FAO will provide furnished office space with telephone lines, fax, computers and access to the FAO email system.
- FAO will contribute to the secretariat as indicated in the table below.
- The Ministry will contribute funds and in kind contribution to FAO in order to support the secretariat activities, as indicated in the table below. Part of this financial contribution will be covered through the reallocation of remaining funds (US\$109 997) from those originally allocated by the Ministry for the implementation of activities contained in the Memorandum of Understanding signed in Rome on 9 May 2001 between the Ministry and FAO and executed through project GCP/INT/708/ITA.

The corresponding provisional budget required to contract the Core Staff and carry out the secretariat's activities for the two years period, is as follows:

| Budget for 24 months | 1st year | | 2nd year | |
|--|-------------------|----------------|-------------------|----------------|
| | Ministry US\$ | FAO US\$ | Ministry US\$ | FAO US\$ |
| Professional staff | 301 548 | | 301 548 | |
| Secretariat Manager (P-5) | 178 944 | | 178 944 | |
| Research and Knowledge Management Officer (P-3) | 122 604 | | 122 604 | |
| Support staff | 105 000 | | 105 000 | |
| Computer, Database Networking Specialist (G-4) | 35 000* | | 35 000* | |
| Administrative, Financial Support Specialist (G-4) | 70 000 | | 70 000 | |
| Staff from in kind contribution | | 115 000 | | 115 000 |
| • Professional | | 80 000 | | 80 000 |
| • General Service | | 35 000** | | 35 000** |
| Official travel | 50 000 | 10 000 | 50 000 | 10 000 |
| Miscellaneous expenses | 35 000 | 20 000 | 35 000 | 10 000 |
| Subtotal | 491 548 | 145 000 | 491 548 | 135 000 |
| <i>Support costs (6%)</i> | 29 492.88 | | 29 492.88 | |
| Grand Total | 521 040.88 | 145 000 | 521 040.88 | 135 000 |

* Part time coverage

** Contribution required for full time coverage of G4 Computer, database networking specialists.