MEMORANDUM OF UNDERSTANDING

AMONG

THE FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS (FAO),

THE WORLD HEALTH ORGANIZATION (WHO),

THE UNITED NATIONS CHILDREN'S FUND (UNICEF),

AND

THE UNITED NATIONS WORLD FOOD PROGRAMME (WFP)

CONCERNING THE HOSTING ARRANGEMENT OF THE REACH PARTNERSHIP

PREAMBLE

The Food and Agriculture Organization of the United Nations ("FAO"), the World Health Organization ("WHO"), the United Nations Children's Fund ("UNICEF") and the United Nations World Food Programme ("WFP"), and together with FAO, WHO and UNICEF, the "Initiating Partners", also collectively referred to as the "Parties") issued a Letter to Country Representatives dated 18 August 2009 that sets forth their commitment to a renewed effort against child hunger and undernutrition ("REACH" or the "Partnership"). REACH builds on the activities and achievements of the Ending Child Hunger and Undernutrition ("ECHU") initiative and is geared to supporting countries to intensify action through government-led, solution-focused partnerships involving a broad range of organizations.

The Initiating Partners have jointly established and contributed staff members to an inter-agency team (the "REACH Secretariat"), currently hosted by WFP, which assists country-based actors in the promotion of operational synergies and coherence, facilitating the systematic application of successful practices and focused advocacy messages in pursuit of nutrition goals.

Because effective country-level coordination of nutrition programming is essential to addressing childhood undernutrition, at the request of the REACH steering committee (the "Steering Committee", as further described in Article II hereof), WFP has agreed to assist the Partnership in achieving its objectives by hosting the REACH Secretariat for an initial term of three years, subject to the provisions of this Memorandum of Understanding ("MoU") and related agreements between the Parties, and by providing its technical, legal, financial management, fiduciary and administrative support and facilities. As host agency for REACH, WFP will be addressed as the "Host Agency" under this MoU. Where WFP ceases to host the
REACH Secretariat, the term Host Agency shall mean the Initiating Partner that is then hosting the REACH Secretariat.

The Parties hereby recognize the desirability of clearly setting forth in this MoU their basic understanding of: (i) the intended objectives and functions of REACH; (ii) their respective roles and mutual expectations, responsibilities and undertakings with reference to REACH operations; and (iii) the role of the Host Agency in providing hosting arrangements to the REACH Secretariat, as distinct from its capacity as an Initiating Partner within the Partnership. To that end, the Parties hereby agree as follows:

ARTICLE I
GOALS – COMPOSITION - STRUCTURE

1.1 Goals and Expected Outcomes. The REACH initiative’s main goal is a documented reduction in the proportion of underweight children globally from a prevalence of 32% (thirty two percent) of underweight children under the age of five in 1990 to 16% (sixteen percent) in 2015.

(a) The expected outcomes of the REACH initiative are as follows:

(1) increased awareness of the underlying problem of hunger and undernutrition and potential solutions;

(2) strengthened, resourced and effectively monitored national policies and programmes;

(3) increased capacity to support the scaling up of nutrition actions at the national and community levels; and

(4) increased efficiency and accountability of national efforts to reduce child hunger and undernutrition.

(b) The Partnership shall serve as a mechanism to convene and coordinate the work of organizations that wish to provide support to REACH’s goals, activities and expected outcomes.

1.2 Composition. REACH shall be comprised of the Initiating Partners and other partners that might be admitted in the future (the Initiating Partners, together with the new partners, the “Partners”) and draw resources from the public and private sectors, civil society, academia, foundations and governments.

1.3 Flexible Structure. The Partnership’s structure shall be flexible and responsive to the approaches and needs of established UN country teams and country-level operations of governments, UN agencies and other parties, as appropriate. The Partnership shall be evaluated by the Steering Committee, from time to time, and its structure may change over time as it evolves. The Parties agree that the Steering Committee shall consult in advance with the Host Agency on any such proposed changes. While the Partnership is accountable for providing guidelines and global country-level coordination and support for REACH’s activities, the
implementation of specific nutritional interventions remains the responsibility of individual Partners.

ARTICLE II
GOVERNANCE

2.1 Overall Governance Structure. The governance of the Partnership shall be entrusted to a Steering Committee at the global level and to country committees ("Country Committees") at the country-level.

2.2 Steering Committee.

2.2.1 Functions. The Steering Committee shall:

2.2.1.1 Provide global strategic direction and other guidance to the Partnership, which shall be consistent with, inter alia, Article I hereof.

2.2.1.2 Review, discuss and approve the Partnership's global annual work plan and budget for each financial period (together, the "Global Work Plan") prepared by the REACH Secretariat in accordance with the Host Agency Rules (as such term is defined in Article 3.3 hereof). Such Global Work Plan may include allocations of funds to particular countries; however, it shall not impinge on Country Committees' authority to make funding decisions at the country level, as set forth in Article 2.3.1 hereof. Subject to Article 6.1 hereof, the Global Work Plan shall provide for full recovery of costs incurred by the Host Agency in connection with the hosting of the REACH Secretariat.

2.2.1.3 Approve guidelines prepared by the REACH Secretariat that Country Committees may use in making funding decisions, which shall be consistent with the principle of country-led decision-making.

2.2.1.4 Oversee resource mobilization for REACH and ensure optimal support from Partners and donors.

2.2.1.5 Monitor and evaluate progress achieved by the Partnership based on reports prepared by the REACH Secretariat and other relevant information and, where appropriate, adjust the Partnership's Global Work Plan accordingly.

2.2.1.6 Provide advice to the REACH Secretariat on staffing and other operational matters.
2.2.1.7 Ensure consistency between the operations of REACH and nutrition-related activities conducted by the Initiating Partners at the global level.

2.2.2 Membership and Representation.

2.2.2.1 Membership. The membership of the Steering Committee shall include the Initiating Partners and may also, subject to Article 2.2.2.4 hereof, include other Partners.

2.2.2.2 Initiating Partners. Each Initiating Partner shall designate one senior-level representative (the “Representative”) to serve on the Steering Committee.

2.2.2.3 REACH Secretariat. The REACH Coordinator and the REACH Deputy Coordinator shall be ex-officio members of the Steering Committee, without voting rights, and shall ensure proper support to that body.

2.2.2.4 New Members. The admission of new members to the Steering Committee shall, notwithstanding Article 2.2.2.4 hereof, in each case be approved by unanimous vote of the Initiating Partners. The Steering Committee shall establish criteria for the admission of new members. Each new member shall designate one Representative to serve on the Steering Committee.

2.2.2.5 Alternates. Each Representative shall designate an alternate representative (“Alternate”) to act on his or her behalf in the event that the Representative becomes temporarily or permanently unable to discharge his or her functions.

2.2.2.6 Notification. The designation of Representatives and Alternates to the Steering Committee shall be confirmed in writing to the REACH Secretariat no later than two weeks prior to the Steering Committee’s next scheduled meeting.

2.2.2.7 Rotating Chairperson. At the outset of the first Steering Committee meeting of each quarter of each calendar year, the Steering Committee shall select among its members a Chairperson who shall preside over the Steering Committee’s meetings and serve until his or her successor is selected. The role of Chairperson shall rotate among the members of the Steering Committee.

2.2.3 Steering Committee’s Meetings.
2.2.3.1 Frequency. The Steering Committee shall meet on a monthly basis. The Chairperson or the REACH Coordinator may, where necessary, call additional Steering Committee’s meetings.

2.2.3.2 Logistics. The Steering Committee’s meetings may be held in person, via teleconference, videoconference, through e-mail exchanges or any other means, as determined by the Chairperson and the REACH Coordinator.

2.2.3.3 Agenda. The REACH Coordinator, in consultation with the Chairperson, shall circulate to all members of the Steering Committee a provisional agenda prior to each meeting, together with other necessary documentation. The first item of the provisional agenda shall be adoption of the agenda.

2.2.3.4 Decision-making. The Steering Committee shall make decisions by consensus of its members and shall not make any decision that is incompatible with the constitutional documents of the Host Agency and/or any Initiating Partners.

2.3 Country Committees. Each country receiving REACH funding shall have a Country Committee.

2.3.1 Functions. Consistent with the principle of country-led decision-making, each Country Committee shall prepare a country implementation plan (“Country Implementation Plan” or “CIP”) specifying, inter alia, the use and allocation of resources contributed to REACH in connection with each such country. In preparing the CIP, the Country Committees shall consider any guidance on funding allocation that may have been provided by the Steering Committee. Country Committees shall oversee their expenditures, alignment with country objectives and REACH strategies and the achievement of results, and provide information thereon to the REACH Coordinator.

2.3.2 Membership. The representatives of the Partners in each country receiving REACH funding shall propose the membership of the local Country Committee. Such proposed membership is expected to mirror, to the greatest possible extent, the membership of the Steering Committee.

2.3.3 Rules of Procedure. Country Committees shall adopt their own rules of procedure.

**ARTICLE III**

**LEGAL STATUS - HOSTING ARRANGEMENT**
3.1 REACH Legal Status - Hosting Arrangement. REACH aims to achieve its mission through the coordinated efforts of its Partners; it does not have independent legal personality. WFP agrees to initially host the REACH Secretariat in accordance with WFP regulations and rules. In doing so, WFP shall provide legal standing to the REACH Secretariat, in accordance with the terms and conditions of this MoU. The hosting arrangement, as provided in this MoU, enables REACH, through actions taken by the Host Agency on REACH’s behalf to receive and disburse donors funding and generally enter into contracts and, where necessary, participate in the resolution of any dispute that might arise. In the implementation of this MoU: (i) the Host Agency shall provide the services described in this MoU, including the provision of staff to the REACH Secretariat, subject to the availability of funding and programmatic priorities; and (ii) the other Initiating Partners shall also, subject to the availability of funding and programmatic priorities, provide staff to the REACH Secretariat by means of secondments and/or loans, in accordance with the terms agreed by the relevant Partners in the secondment and/or loan agreements. The Partners may, in the future, decide that the REACH Secretariat be hosted by a Partner other than WFP.

3.2 Privileges and Immunities. As long as WFP acts a Host Agency, the privileges and immunities of the United Nations and FAO as applicable to WFP shall cover the funds, properties and assets assigned to or for the use of the REACH Secretariat, as well as staff seconded and assigned to, or recruited by WFP for the REACH Secretariat. Staff loaned to the REACH Secretariat by Initiating Partners shall continue to be covered by the privileges and immunities of such Initiating Partners, unless when performing functions for REACH.

3.3 Host Agency Rules. The hosting arrangement and the operations of the REACH Secretariat shall in all respects (including, but not limited to, recruitment, operations, delegation of authority to the REACH Coordinator and financial matters) be conducted and administered in accordance with the general regulations, financial and staff regulations and rules, administrative circulars, directives and memoranda, manual provisions and any applicable policies, procedures and practices of the Host Agency (the “Host Agency Rules”), and within the terms and conditions of this MoU and related agreements.

3.4 Amendment of the Host Agency Rules. It is understood that the Host Agency Rules may be updated or revised by the Host Agency from time to time as necessary or appropriate and in accordance with mechanisms established by the Host Agency for such purpose. The Host Agency shall endeavor to keep the Steering Committee regularly informed of any new or revised regulation or rule that would have a material impact on the operations of the REACH Secretariat.

3.5 Consistency with WFP Rules. All activities carried out by the REACH Secretariat in the performance of its mandate shall be performed under the supervision of the REACH Coordinator and within the framework of the authority delegated by the Executive Director of WFP where WFP acts as Host Agency, and shall be conducted in accordance with, the Host Agency Rules. It is understood that nothing in or relating to this MoU shall be, or shall be construed as, a derogation of the Host Agency Rules.
3.6 Interpretation of Rules. The Parties agree that as regards to the interpretation of Host Agency Rules in the context of this MoU and any related document, as long as WFP acts as Host Agency for REACH, the interpretation and/or decision of the Executive Director of WFP shall be final and authoritative.

3.7 Reservation. The Host Agency shall retain the right not to implement any decision of the Steering Committee or, if applicable, of a Country Committee that is contrary to the Host Agency Rules. As long as WFP acts as Host Agency for REACH, the Executive Director of WFP shall consult with the Steering Committee and/or the relevant Country Committee to avoid the adoption of any such decision by the Steering Committee and/or the relevant Country Committee.

ARTICLE IV
REACH SECRETARIAT

4.1 Functions of the REACH Secretariat. As long as WFP acts as Host Agency, within the framework of the administrative authority delegated by the Executive Director of WFP, the REACH Secretariat shall support REACH’s governance and administration to facilitate the achievement of REACH’s goals and objectives. As a key principle guiding its operations, the REACH Secretariat shall respect the core responsibilities and mandates of individual UN agencies working in nutrition, and the UN country teams’ operating methods and responsibilities as set forth in their mandates. Subject to funding availability and the Host Agency Rules, the REACH Secretariat shall perform the functions set forth in Annex A to this MoU. The REACH Secretariat shall be subject to, and its activities shall be conducted in accordance with the Host Agency Rules. The Parties recognize that the functions of the REACH Secretariat may be revised from time to time by the Steering Committee.

4.2 Composition - Staff. The REACH Secretariat shall be comprised of the REACH Coordinator as well as technical and administrative staff in furtherance of, inter alia: (i) knowledge and information sharing within the Partnership and with countries and organizations benefiting from REACH’s support; (ii) resource mobilization and growth of the Partnership; (iii) communication and advocacy; and (iv) monitoring and evaluation of the Partnership’s activities and operations. Staff may be hired directly by WFP to serve at the REACH Secretariat and/or UN agencies may second or loan staff to WFP for the REACH Secretariat. The REACH Secretariat can also provide funds to UN agencies to hire staff for REACH at the country level. Staff hired for REACH at the country level will be managed as directed by the appropriate Country Committee and will be hired in accordance with the rules and regulations of the hiring UN agency.

4.3 Status of REACH Secretariat. All staff seconded or contributed to the Host Agency by any Partner for assignment with the REACH Secretariat shall be considered employees of the Host Agency and shall be treated by the Host Agency as Host Agency officials for the purpose of the application of the privileges and immunities accorded under international law for the exercise of their functions. In this regard, the Host Agency shall provide, or shall
request the United Nations to provide, the same travel and identification documents to members of the REACH Secretariat as are provided to all Host Agency staff.

4.4 **Functions of REACH Coordinator.** The REACH Coordinator shall provide overall management and leadership to the REACH Secretariat, be responsible for the administration, direction and guidance of its work and provide assistance to the Steering Committee in setting policies and developing strategies for the Partnership. The specific duties of the REACH Secretariat staff shall be determined by the REACH Coordinator within the overall budget, available resources, and in accordance with the Global Work Plan to be approved by the Steering Committee. The REACH Coordinator shall report to the Steering Committee on the achievement of the objectives and the Global Work Plan of the Partnership and on the appropriate use of resources, and shall be ultimately accountable to the Steering Committee for results as agreed upon in the Global Work Plan.

**ARTICLE V**

**RECRUITMENT OF REACH SECRETARIAT**

5.1 **Appointment of REACH Coordinator.** The REACH Coordinator shall be appointed by the executive head of the Host Agency (the maximum administrative authority within the Host Agency, who, in the case of WFP, is the Executive Director), with the consent of the Steering Committee, and in accordance with the Host Agency Rules and internal procedures that may be developed by the Steering Committee. The REACH Coordinator shall perform his/her administrative functions pursuant to the authority delegated by the executive head of the Host Agency.

5.2 **Recruitment of other REACH Secretariat Staff.** The REACH Secretariat staff shall be recruited in accordance with the Host Agency Rules, and taking into account the guidance received from the Steering Committee within the constraints of the budget approved by the Steering Committee and other available resources. The paramount consideration in the appointment of REACH Secretariat staff shall be the necessity of securing the highest standards of efficiency, competence and integrity. Due regard shall be given to the importance of the Host Agency’s geographical distribution and gender diversity targets.

5.3 **Contribution of Staff.** Staff may be seconded or loaned (the latter, only for short-term assignments) by any Initiating Partner or may be contributed by any other organization to the REACH Secretariat; provided that: (i) the prior approval of the Host Agency shall be obtained as regards the selection of staff to be seconded, loaned or contributed to the Host Agency; (ii) the Steering Committee shall be consulted; and (iii) an agreement shall be concluded with the Host Agency in accordance with the Host Agency Rules, which for the purposes of secondments or loans of staff by Initiating Partners, shall include, *inter alia*, the Inter-Agency Mobility Accord and/or the Inter-Organization Agreement Concerning Transfer, Secondment or Loan of Staff Among the Organizations Applying the United Nations Common System of Salaries and Allowance. Where staff is being contributed to the REACH Secretariat by means of a loan, the Host Agency and the relevant Partner shall ensure that the agreement governing the loan provides for
appropriate accountability to the Host Agency when the staff member is carrying out functions under authorities delegated by the executive head of the Host Agency.

5.4 Financing of Staff Contribution. Any Partner seconding, lending or contributing staff to the REACH Secretariat shall finance the costs associated with the employment of such staff by means to be agreed upon with the Host Agency. Unless otherwise agreed by the REACH Secretariat and the Host Agency, the Host Agency shall have the right to charge all such costs to the REACH Trust Fund as such term is defined in Article 6.4 hereto.

5.5 Temporary Advisors and Consultants. Subject to availability of funds and the approved budget, temporary advisors and consultants providing services to the REACH Secretariat may be selected by the REACH Coordinator in accordance with the staff regulations of the Host Agency, and the guidance provided by the Steering Committee. Temporary advisors and consultants providing services at the country level may be appointed by the Partners at the country level in accordance with the relevant Country Implementation Plan and budget, and the guidance provided by the Steering Committee.

5.6 Reassignment. Any REACH Secretariat staff recruited pursuant to this MoU shall be recruited solely for service within the REACH Secretariat, and shall not be entitled to any reassignment, transfer, promotion or conversion to other appointments within the Host Agency, nor be considered as internal candidates for vacancies outside the REACH Secretariat within the Host Agency, unless such vacancies are in the REACH Secretariat. The foregoing shall not apply to any staff member of the Host Agency reassigned to the REACH Secretariat.

5.7 Performance Evaluation. The performance evaluation of REACH Secretariat staff shall be conducted in accordance with Host Agency Rules, except in the case of staff on loan, whose performance evaluation shall be conducted as agreed between the Partner contributed the staff member and the Host Agency. The Partners shall have the right to provide to the Host Agency written comments on the performance of the REACH Coordinator on an annual basis.

5.8 Appeals by Staff. The Host Agency will defend any appeal made by a staff member assigned to the REACH Secretariat in accordance with the Host Agency Rules, other than staff members assigned to the REACH Secretariat on loan by other Partners. All costs associated with such appeals will be charged to the Trust Fund, as such term is defined in Article 6.4 hereto.

5.9 Management of Conflicts of Interest. Staff seconded by the Initiating Partners to the Host Agency for purposes of REACH shall follow the Host Agency’s conflict of interest rules and policies. Staff loaned to the Host Agency for purposes of REACH shall continue to be governed by the applicable Initiating Partner’s conflict of interest rules and policies. New staff contributed to REACH by Partners, other than the Initiating Partners, shall be subject to such conflict of interest rules as shall be decided by the Initiating Partners.
ARTICLE VI
FINANCIAL MATTERS

6.1 **Budget.** On an annual basis, the REACH Secretariat shall, as part of the proposed Global Work Plan, develop a proposed budget for the coming financial period and submit it to the Steering Committee for consideration and approval. The proposed budget shall include, *inter alia*, a detailed and justified cost structure that shall enable the Host Agency to recover, consistent with Host Agency Rules, all costs associated with the hosting of the REACH Secretariat by the Hosting Agency, the administrative agent fees to be paid to the Host Agency when acting as a trustee and pass-through agency in connection with funds and contributions to REACH, staff-related costs, and all other costs associated with the implementation of REACH, other than costs that the Host Agency specifically agrees to assume. Before approving the annual budget, the Steering Committee shall formally submit the budget to the Host Agency for its review and comments.

6.2 **Denial to Perform Activities.** The Parties acknowledge and agree that, the Host Agency may decline to implement any activity in a Global Work Plan in the event its expected costs are not, in the judgment of the Host Agency, covered by sufficient funding to ensure their full recovery by the Host Agency in accordance with the Host Agency Rules.

6.3 **Resource Mobilization.** The Partnership shall endeavor to mobilize adequate resources for the effective operation of REACH, the REACH Secretariat and all related activities provided for in REACH’s Global Work Plan. It is understood that all fundraising activities on behalf of REACH that are conducted by the REACH Secretariat shall be in conformity with the Host Agency Rules.

6.4 **REACH Trust Funds.** All funds received by the Host Agency, acting as trustee and administrative agent for the benefit of REACH, shall be maintained and recorded within the Host Agency’s accounting system, in a distinct and separate trust fund account or accounts (the “Trust Fund”) in accordance with the Host Agency Rules, including those relating to internal and external audit and oversight. The Partners and implementing agencies at the country level may enter into separate administrative agency agreements with WFP in connection with its role as trustee and administrative agent for the benefit of REACH.

6.5 **Use of Funds.** Based on the annual budget for REACH approved by the Steering Committee, the funds in the Trust Fund shall be used to implement the activities and further the objectives of REACH, including the operation of the REACH Secretariat, in accordance with strategic direction provided by the Steering Committee. Any payment from the Trust Fund shall be subject to compliance with the Host Agency Rules.

6.6 **Interest.** Funds received by WFP (as Host Agency) for the benefit of REACH shall be held in the Trust Fund for the sole and exclusive use of REACH and the implementation of its Global Work Plan. Interest accruing on funds received by WFP, acting as
administrative agent for the benefit of REACH, shall be calculated on the basis of the balance of REACH’s funds in the Trust Fund and the average rate of return of WFP’s cash and investments. The interest accrued shall be credited to the Trust Fund and managed and used for REACH activities, and in accordance with the Host Agency Rules.

6.7 Financial Commitments and Recovery of Costs and Fees. The Host Agency shall fully recover all costs associated with the hosting arrangement for REACH in accordance with the Host Agency Rules as part of the approved annual budget for REACH. It is understood that these hosting costs may be incurred by the Host Agency at the headquarters or other levels, as appropriate. The obligation of the Host Agency to implement any particular aspect of REACH’s Global Work Plan shall be subject to the provisions in Article 6.2 hereto.

6.8 Liability. Each Partner shall be responsible for acts that such Partner carries out in connection with REACH. The Host Agency shall employ its best efforts to recover any damages, losses, costs and/or expenses (including, inter alia, legal fees and costs) that it may incur from activities carried out on behalf of REACH (each a “Loss”). In the event that the Host Agency is unable to recover a Loss, the Host Agency may, where possible, recover such Loss out of funds held in the Trust Fund. The Host Agency shall consult with the other Partners on how a Loss incurred by the Host Agency in connection with REACH activities that cannot be recovered from the Trust Fund shall be recovered. The Host Agency shall promptly consult with the Steering Committee in relation to any Loss and compensation therefor.

6.9 Reports. WFP, in its capacity as Host Agency, shall furnish to the Steering Committee a report on the activities of the Trust Fund and the related financial performance and position on an annual basis, within three months as of the end of the period in a standard project format or in a statement of accounts for Trust Funds, as the case may be, and in accordance with WFP Rules. This will supplement regular budgetary positions prepared by the REACH Secretariat to facilitate management of the Trust Fund.

6.10 Audit. The REACH Secretariat shall be subject to internal audit and external audit review in accordance with the Host Agency Rules.
ARTICLE VII
ASSESSMENT - TERM - TERMINATION - AMENDMENT

7.1. Hosting Arrangement Assessment. The Initiating Partners shall undertake an
evaluation of the hosting arrangement six months prior to the third anniversary of the effective
date of this MoU.

7.2. Term. This MoU shall enter into force on the date the last of the Initiating
Partners’ representative executes this MoU and shall remain in effect for three years from the
date of its entry into force. The Host Agency and the Partners may agree to extend the effective
date of such termination in view of staff-related or other considerations.

7.3. Termination - Withdrawal. Notwithstanding Article 7.2 above, the Steering
Committee may terminate this MoU during the initial term of three years or any additional term;
provided that, no such termination shall be effective prior to the first anniversary of the effective
date of this MoU. Any Partner may withdraw from the Partnership by giving six months’ prior
written notice to each of the other Partners after having satisfied all of its outstanding
obligations to the Partnership and, if applicable, to the Host Agency.

7.4. Settlement of Outstanding Obligations. Upon termination or expiration of this
MoU, any outstanding obligations for activities commenced by the Host Agency prior to any
such expiration or termination, including reimbursement to the Host Agency of any costs
incurred in accordance with the Host Agency Rules in connection with the necessity of
terminating any REACH Secretariat staff, shall be fully satisfied with funds in the Trust Fund.

7.5. Survival of Obligations. In the event of termination or expiration of this MoU,
the obligations assumed by the Parties to this MoU shall survive such termination or expiration
to the extent necessary to permit the orderly conclusion of activities, the termination or
withdrawal, transfer, return of personnel, the return of uncommitted funds and property, the
settlement of accounts among the Parties and the settlement of contractual liabilities and staff
grievances that are required in respect of any personnel, subcontractors, consultants and
suppliers. Once all obligations incurred by the Host Agency prior to termination or expiration
have been fully paid, any funds remaining in the Trust Fund for the benefit of REACH shall be
transfer to the new Host Agency or, in the event of termination and winding up of REACH, shall
be applied to the objectives of the Partnership, as directed by the Steering Committee.

7.6. Termination of the Partnership. In the event of termination of the Partnership
pursuant to any termination event, other than termination for expiration of the term and transfer
of the REACH Secretariat to a Hosting Agency different than WFP, the REACH Secretariat
shall, after payment of liabilities and obligations described in Articles 7.4 and 7.5 hereto, allocate
any physical assets assigned to the Partnership and the funds in the Trust Fund to activities
pursuing similar objectives to those of the Partnership, as directed by the Steering Committee.
Restitution of any remaining assets or monies in the Trust Fund to donors shall not be possible.
7.7. Consultation. At the request of any Party, consultations shall take place with reference to the implementation or amendment of this MoU.

7.8. Amendment. Any amendment to this MoU shall be effected by mutual agreement of the Parties through a written document affirming to be an amendment of this MoU.

ARTICLE VIII
CHANGE IN HOSTING ARRANGEMENT

It is understood that the Initiating Partners may decide that it is in the best interests of REACH: (i) for the REACH Secretariat to be hosted by another Partner; or (ii) for any other reason, to terminate the hosting arrangement with WFP. In addition, WFP shall have the right to cease hosting the REACH Secretariat by giving six months prior written notice to each Partner hereto. In each such case, WFP shall cease to act as the host agency for REACH as of the effective date of such termination in accordance with Article 7.6 and related provisions in this MoU. After obligations incurred by the Host Agency have been satisfied as provided in Articles 7.4 and 7.5 hereto, all amounts remaining in the Trust Fund shall be transferred as directed by the Steering Committee.

ARTICLE IX
TRADEMARK-COPYRIGHT-COMMUNICATIONS

9.1. Branding. It is understood that the Partnership shall develop a distinctive physical depiction of its identity, which would identify the Partnership to all audiences. In the use of its branding, the REACH Secretariat shall incorporate the emblem and/or logo of the Partners and clearly reflect the hosting arrangement with WFP. The Partners shall not use the REACH name and emblem without prior written consent by the REACH Secretariat, consent which shall not be unreasonably withheld. This will not affect each Partner's right to present itself as a member of the Partnership.

9.2. Intellectual Property. As long as WFP acts as Host Agency, the REACH website and logo, as well as use of the WFP emblem, domain and e-mail address, shall be established, used and maintained in accordance with WFP Rules.

9.3. Transfer of Intellectual Property Rights. WFP shall transfer all intellectual property rights held by WFP in its capacity as Host Agency to any materials produced within the implementation of the REACH initiative and any derivative thereof, to such entity as the Steering Committee shall direct, without charge, except for recovery of costs incurred. Each Initiating Partner shall hold, for its institutional purposes, a non-exclusive, royalty-free license to use, publish, translate, and disseminate any materials produced in connection with the implementation of the REACH initiative, to which such Initiating Partner has contributed, financially or intellectually, as well as the right to sub-license such intellectual property rights.

9.4 Communications. It is understood that the REACH Secretariat may conduct communications on issues relating to the implementation of the REACH objectives, including
publications, meetings, circulation of documents and other information such as advocacy products, web or news materials. Communications by the REACH Secretariat with WFP offices and staff shall be conducted through normal WFP channels, in most cases by the relevant department of the Host Agency as an Initiating Partner of the Partnership. As regards communications endorsed or co-authored by the Host Agency and/or by other Initiating Partners, the REACH Secretariat shall follow the guidelines and administrative procedures established for such purposes by the Host Agency and/or the Initiating Partners, as the case may be, including requisite clearances and authorizations.

ARTICLE X
FINAL PROVISIONS

10.1 **No Waiver.** Nothing in or relating to this MoU, or the work of the Partnership or the REACH Secretariat, shall constitute or shall be construed as a waiver, express or implied, of the privileges and immunities applicable to the Host Agency, the Parties, and the members of Steering Committee and the County Committees.

10.2. **Notices in Writing.** Any notice or request by the Parties required or permitted to be given or made pursuant to this MoU shall be in writing, to the following addresses

To the REACH Secretariat:

Bjorn Ljungqvist  
REACH Global Coordinator  
Office of the Executive Director (EDD)

World Food Programme  
Via Giulio Cesare Viola 68-70  
Parco de Medici, 00184  
Rome, Italy

Telephone: +39 06 6513 2575

To WFP:

Martin Bloem  
Chief, Nutrition & HIV/AIDS Service (PSN)  
Policy, Planning & Strategic Division

World Food Programme  
Via Giulio Cesare Viola 68-70  
Parco de Medici, 00184  
Rome, Italy

Telephone: +39066513 2565  
Facsimile: +39 06 6513 3212  
Email: Martin.Bloem@wfp.org
To UNICEF:

Werner Schultink
Associate Director, Nutrition Section
United Nations Children’s Fund
UNICEF House
H-1162, United Nations
New York, NY 10017
United States of America

Telephone: +1 212 326 7324
Facsimile: +1 212 735 4416
Email: wschultink@unicef.org

To WHO:

Dr Francesco Branca
Director, Nutrition for Health and Development (NHD)
World Health Organization
Avenue Appia 20
1211 Geneva 27,
Switzerland

Telephone: +41 22 791 10 25
Facsimile: +41 22 791 41 56 (NHD)
Email: brancaf@who.int

To FAO:

Barbara Burlingame, PhD
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Food and Agriculture Organization of the United Nations
Viale delle Terme di Caracalla
00153, Rome
Italy

Telephone: +39 06 570 53728
Facsimile: +39 06 570 54593
Email: Barbara.Burlingame@fao.org
The Parties shall notify in writing to the other Parties any changes to the addresses and information set forth above.

10.3 **Governing Law.** This MoU and any dispute arising hereunder shall be exclusively governed by general principles of law, to the exclusion of any single national system of law.

10.4. **Settlement of Disputes.** The Parties will use their best efforts to promptly settle any dispute, controversy or claim (each, a "Dispute") amongst them arising out of or in connection with this MoU and any related documents through direct negotiations. If, any such Dispute cannot be settled through direct negotiations within sixty days as of the date in which any Party notified the other Parties of the Dispute and the measures proposed to remedy such Dispute, the Dispute will be settled by the Executive Heads of the Parties.
Agreed and accepted as of the last date noted below, and executed in four originals by the undersigned as duly authorized representatives of the Parties.

For THE FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS:

By: [Signature]

Name: M. Ann Tutwiler

Title: Deputy Director General - Knowledge

Date: 7 December 2011

For THE WORLD HEALTH ORGANIZATION:

By: [Signature]

Name:

Dr. Ala Alwan
Assistant Director-General
Noncommunicable Diseases and Mental Health

Date: 06/12/2011

For THE UNITED NATIONS CHILDREN’S FUND:

By: [Signature]

Name: Nicholas Alipui

Title: Director, Programmes

Date: 5 December 2011
For THE UNITED NATIONS WORLD FOOD PROGRAMME:

By: Josette Sheeran

Name: Josette Sheeran
Title: Executive Director
Date: 05/12/2011
ANNEX A

Functions of the REACH Secretariat

The REACH Secretariat, subject to the terms of this MoU, the availability of sufficient funding, and the Host Agency Rules, shall have, inter alia, the following responsibilities:

- carry out activities assigned to it under the Global Work Plans approved by the Steering Committee;
- manage knowledge and information sharing within the Partnership and with countries and organizations benefiting from REACH support;
- provide technical and administrative support to mobilize resources, advocate and coordinate operations to minimize duplication of efforts amongst the Partners;
- provide technical and administrative support to the Steering Committee;
- enter into agreements with donors and implementing agencies in connection with REACH operations consistent with guidance provided by the Steering Committee and relevant Country Committee, as appropriate and assist the Steering Committee with oversight of grant funds and results achieved;
- represent the Partnership at meetings; and
- carry out such other functions as may be assigned by the MoU or the Steering Committee.