

**Memorandum of Understanding
between**

**The Global Fire Monitoring Center, as
represented by the Max Planck Institute
for Chemistry (GFMC)**

and

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

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

(Collectively referred to as “the Parties”)

Preamble

Recognizing that the Global Fire Monitoring Center (GFMC) was inaugurated at the FAO Consultation on the “Public Policies Affecting Forest Fires” in Rome, Italy on 26 October 1998, and is a contribution to the UN International Strategy for Disaster Reduction (ISDR). The GFMC is a non-governmental international organization established at the Fire Ecology and Biomass Burning Research Group of the Max Planck Institute of Chemistry, located at Freiburg University, Germany, and sponsored by the Max Planck Society for the Advancement of Sciences and the Foreign Office of the Federal Republic of Germany. GFMC monitors, forecasts, and archives information on vegetation fires (forest fires, land-use fires, smoke pollution) at the global level. Through its function as coordinator of the UN-ISDR Wildland Fire Advisory Group and the Global Wildland Fire Network, the GFMC is serving as an advisory body to countries, regions and international organizations in strategic and programmatic matters related to wildland fire management;

Recognizing that the Food and Agriculture Organization of the United Nations (FAO) has the mandate to monitor and assess forest resources and uses, to analyse related data, and to generate information about forest resources and uses for the benefit of its member countries, and to provide a neutral forum for discussions on technical and policy issues;

Considering that article 28 (III) k) of the constitution of the Max Planck Society empowers the Max Planck Institute for Chemistry to sign agreements on behalf of the Society and that it may act as representative of the GFMC;

Noting that through the Forest Resources Assessment (FRA) 2000 process, FAO established a system for the collection of meaningful forest fire data for developing countries with assistance from the archives of the GFMC and the Global Wildland Fire Network;

Recognizing that there is a solid foundation for extensive cooperation between FAO and GFMC;

Noting that both parties have agreed on the Framework for the Development of the International Wildland Fire Accord (May 2004);

The two Parties have agreed to sign this Memorandum of Understanding ('Memorandum') to provide a framework of cooperation between the parties and have specifically agreed as follows: .

General Objectives

1. In the common interest of both FAO and GFMC, both Parties will endeavour to improve their collaboration, to play a more effective role in addressing the underlying causes of forest fires and to coordinate efforts aimed at preventing and combating forest fires.
2. The Parties will develop activities aimed at assisting decision makers at national and international levels to evaluate fire situations or precursors of fire which potentially endanger human lives or potentially affect the environment, to develop forest fire prevention policies, and to promote the use of prescribed fire for the benefit of biodiversity, ecosystem stability and productivity.

Activities

3. To achieve the objectives of this Memorandum, both parties will seek to:
 - a. improve the dissemination of information about forest fires through any appropriate means, including internet linkages, publications of relevant reports such as 'FAO and the State of the World's Forest (SOFO)', and through the respective websites of the Parties;
 - b. develop fire management information systems;
 - c. develop, display and maintain wildland fire databases and Country Fire Profiles;
 - d. jointly organize regional and international consultations, round tables and fire management workshops;
 - e. collaborate in preparing press releases or other materials for the media concerning wildland fire;
 - f. collaborate in Global Wildland Fire Assessments in the frame of the Global Forest Resources Assessments;
 - g. collaborate at UN inter-agency level to develop an international wildland fire agreement.
4. The achievement of the objectives of this Memorandum will be further supported through joint studies on themes of mutual interest; exchange of information and ideas between the Parties; exchange of staff, and linkages between databases/ information systems / web publishing.
5. The Parties shall hold periodic meetings or conferences through telephone or email to facilitate the above and review progress towards the objectives of this Memorandum.

General Provisions

6. The joint activities of FAO and GFMC will be subject to the availability of funding. There will be no immediate financial obligations stemming from the Memorandum. Activities involving financial commitment will be the subject of a specific agreement between the Parties in accordance with section 10 a..

7. The use by one Party of the other Party's logo shall be subject to written approval in accordance with the relevant procedures for such approval.

8. Intellectual property rights, in particular copyright of material such as data, maps, text, publications, software and website designs, which are made available by GFMC and FAO in the course of carrying out the activities under this Memorandum, shall remain with the originating party. Copyright of the information, as well as rights to any other intellectual property, developed jointly by GFMC and FAO shall be jointly vested in both Parties.

9. a) Any dispute between the Parties concerning the interpretation and the execution of this Memorandum, if not settled by negotiation between the Parties or by another agreed mode of settlement shall, at the request of either party, be submitted to one conciliator. Should the Parties fail to reach agreement on the name of a sole conciliator, each party shall appoint one conciliator. The conciliation shall be carried out in accordance with the Conciliation Rules of the United Nations Commission on International Trade Law, as at present in force.

b) Any dispute between the Parties concerning the interpretation and the execution of this Memorandum that is unresolved after conciliation shall, at the request of either party be settled by arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law, as at present in force.

Any arbitration award rendered in accordance with the provisions of this Article shall be final and binding on the Parties.

10. a) This Memorandum shall be reviewed periodically by the parties and may be modified in writing upon their mutual consent. The Parties agree that specific activities undertaken under this Memorandum shall be subject to subsequent arrangements through an exchange of letters signed by the authorized representatives of the Parties.

b) The Max Planck Institute for Chemistry hereby authorizes the Global Fire Monitoring Center to sign any further exchange of letters under this Memorandum as provided in this section.

11. Nothing in this Memorandum or in any document relating thereto, shall be construed as constituting a waiver of privileges or immunities of FAO, nor as conferring any privileges or immunities of FAO to GFMC or its personnel.

12. This Memorandum shall be governed by general principles of law, to the exclusion of any single national system of law.

13. This Memorandum may be terminated by the parties at a jointly agreed time or by one party giving three months' notice in writing to the other party, provided that such termination will permit the orderly conclusion of ongoing activities and fulfilment of commitments under this Memorandum.

14. This Memorandum shall represent the understanding of the parties and shall come into effect on the date of the last required signature of the authorised representatives of FAO and GFMC, as represented by the Max Planck Institute for Chemistry.

IN WITNESS WHEREOF, the parties hereto, acting through their respective representatives thereto duly authorized, have caused this Memorandum to be signed in their respective names:

For the Food and Agriculture Organization
of the United Nations



M. Hosny El-Lakany
Assistant Director-General
Forestry Department

Date: 23-12-09

For the Global Fire Monitoring Center, as represented by
the Max Planck Institute for Chemistry

Prof. Dr. Meinrat O. Andreae
Max Planck Institute for Chemistry



Date: