

Protocol concerning the Cooperation
between
the Italian Carabinieri
and
the Food and Agriculture Organization of the United Nations (FAO)

PREAMBLE

This Protocol is entered into between the Italian Carabinieri, represented by the Commanding General, Lieutenant General Tullio Del Sette and the Food and Agriculture Organization of the United Nations, represented by José Graziano da Silva, Director-General, (hereinafter referred to as “FAO”).

CONSIDERING the peculiar tasks related to the protection of the environment, forests, biodiversity and agri-food security entrusted to the Italian Carabinieri, pursuant to Legislative Decree 19 August 2016, no. 177, entitled "Provisions for the rationalization of police functions and incorporation of the State Forestry Corps, in accordance with Article 8 (1) (a), establishing the Organization of the Italian Carabinieri for the Protection of Forests, the Environment and Agri-food;

CONSIDERING that FAO is an autonomous specialized agency of the United Nations, the legal status of which is regulated by the Constitution of FAO signed in Quebec on 16 October 1945 (approved with Law of 16 May 1947, n. 546); the Convention on the Privileges and Immunities of the Specialized Agencies, to which the Italian Republic acceded on 30 August 1985; the Headquarters Agreement between FAO and the Italian Government (Law No. 11 of 9 January 1951); the Exchange of Notes between FAO and the Italian Government of December 1986 (G.U. 18 June 1987, No. 140); and the Exchange of Notes between FAO and the Italian Government of 15 March 1991 (Law No. 114 of 14 February 1994);

WHEREAS FAO pursues the goals of the eradication of hunger, food insecurity and malnutrition; the elimination of poverty and the driving forward of economic and social progress for all; and, the sustainable management and utilization of natural resources, including land, water, air, climate and genetic resources for the benefit of present and future generations;

WHEREAS FAO's Strategic Framework, which applies to its current and future activities, includes:

- a. To contribute to the eradication of hunger, food insecurity and malnutrition;
- b. To increase and improve provision of goods and services from agriculture, forestry and fisheries in a sustainable manner;
- c. To reduce rural poverty;

- d. To enable more inclusive and efficient agricultural and food systems at local, national and international levels;
- e. To increase the resilience of livelihoods to threats and crises;

WHEREAS the Italian Carabinieri and FAO (hereinafter individually referred to also as the “Party” and collectively the “Parties”) have a mutual interest in strengthening and expanding their cooperation, also through preventive activities, in support of the efforts of the international community to advance food security, food safety and nutrition; safeguard forests and the environment.

RECOGNIZING that the promotion of legality and environmental protection represent for both Parties a foundation and unique pillar as to the identity and the mission of the Italian Carabinieri and FAO.

THEREFORE, the Parties have decided to cooperate with a view to supporting capacity development and increasing expertise, knowledge and technology transfer with each other and with other countries, through consultation, coordination of efforts, mutual assistance and joint action. The Parties agree as follows:

ARTICLE I

Objective and scope

1. The purpose of this Protocol is to provide a framework for cooperation between the Parties with the overall goal of fostering institutional capacity development, technology and experience transfer with each other, and also with other countries, identified through mutual agreement between the Parties.
2. Whenever mutually desirable, the Parties may seek each other’s cooperation with a view to promoting the development of specific activities in fields of common interest and may, through appropriate channels, conclude separate arrangements for joint action with the aim of attaining objectives of mutual interest, consistent with the implementation arrangements described in Article V.

ARTICLE II

Joint cooperation

1. The cooperation between the Parties may include, but will not be limited to, the following topics: environmental and biodiversity protection, food security; sustainable resource management; forest protection; emergency planning and management.
2. Cooperation initiatives shall be for the benefit of the Parties, and/or the benefit of one or more other countries.
3. The Parties may, on the basis of mutual agreement, determine if and which other countries or non-state actors (including non-governmental organizations, civil society

organizations, academia and research institutions, the private sector, producers' organizations and cooperatives) may be involved in conducting and supporting cooperation initiatives proposed by the Parties.

4. Subject to the respective regulations, rules and practices of the Parties, cooperation initiatives may include:

- a. Exchange of expertise, including with other entities such as those listed in Article II, paragraph 3, technical consultations, and cooperation projects and initiatives, such as through:
 - the exchange of experts;
 - training and study visits, primarily for staff and officials of the Parties or, as requested and subject to availability of resources, Government officials from other countries;
 - joint seminars, workshops, conferences and meetings; and
 - the exchange of technical knowledge and information.
- b. Policy and institutional support for basic and applied research, capacity development and technology dissemination.
- c. Support for the development of publications and training material.
- d. Other means, as deemed appropriate by the Parties, given the specific needs or requirements of the Parties.

5. For joint activities involving the Parties, implementation protocols as specified in Article V will be concluded in writing.

ARTICLE III

Knowledge sharing, exchange of information

1. To the extent they deem appropriate, the Parties will promote knowledge sharing, including the exchange of information and documents concerning matters of common interest, consistent with the laws, regulations, rules and practices applicable to each of the Parties.
2. For the avoidance of doubt, Article III, paragraph 1 is without prejudice to FAO's privileges and immunities, recognized by bilateral and multilateral agreements.

ARTICLE IV

Financial and other resource implications

1. Activities to be implemented under this Protocol are subject to the availability of staff and financial resources, at no additional charge to the respective approved budgets.

2. The Parties shall enter into separate written implementation arrangements for matters which may involve the commitment of funding or other resources, as specified in Article V.

ARTICLE V

Implementation protocols

1. Specific joint activities under this Protocol requiring the commitment of financial or other resources additional to those allocated in the respective approved budgets of the Parties, will be detailed in separate written implementation protocols between the Parties in accordance with their respective laws, rules and regulations.

2. These implementation protocols will define agreed activities, the manner and extent of participation by each Party, and financial and other contributions and commitments of the Parties and any other countries or entities involved, including in-kind contributions and arrangements on intellectual property rights. They shall set out detailed and specific technical, financial and other appropriate conditions for collaboration, as well as conditions relating to each Party's role, responsibilities, and liability, as well as those of other participating countries or entities.

ARTICLE VI

Use of logo, name and emblem

The Parties agree not to use in any press release, memo, report or other published disclosure related to this Protocol or in any other document, annex or arrangement related thereto, the other Party's name, logo or emblem without prior written consent of the Party concerned.

ARTICLE VII

Intellectual Property Rights

1. Intellectual property rights, including copyright in material such as statistical information, software and maps, developed and/or made available by FAO or the Italian Carabinieri to be used to carry out the activities under this Protocol shall remain with the originating Party, in accordance with the respective applicable law.

2. Copyright of the information, as well as rights to any other intellectual property, developed jointly by the Italian Carabinieri and FAO shall be jointly vested in both Parties, in accordance with the respective applicable law.

ARTICLE VIII

Confidentiality

1. Neither of the Parties nor their staff and officials shall communicate to any other person or entity confidential information made known to it by the other Party in the course of the implementation of this Protocol, unless prior written consent to do so is obtained from the other Party, nor shall such information be used for the advantage of any person or private entity. This provision shall survive the expiration or termination of this Protocol.

ARTICLE IX

Notices

Any notice or request required to be given or made under this Protocol shall have to be duly made or given, when addressed in writing, as follows:

For FAO:

Eva U. Muller
Director, Forestry Policy and Resources Division
Food and Agriculture Organization of the United Nations (FAO)
Viale delle Terme di Caracalla
00153 Rome, Italy
Email: Eva.Muller@fao.org
Telephone: +390657054628

For the Italian Carabinieri:

Col. Giuseppe Battaglia
Capo Ufficio Cooperazione Internazionale
Comando Generale Arma Carabinieri
Viale Romania, 45
00197 Rome, Italy
Email: Giuseppe.Battaglia@carabinieri.it
Telephone: +390680987505

or to any other address communicated in writing, also via email, as indicated above by the Parties, after signature of this Protocol, without the need to amend the Protocol pursuant to Article XIII.

ARTICLE X

Privileges and immunities

Nothing in this Protocol or in any document or arrangement relating thereto, shall be construed as constituting a waiver of privileges or immunities of FAO or its staff and officials, in accordance with bilateral and multilateral instruments and general principles of law.

ARTICLE XI

Applicable law and dispute settlement

1. This Protocol, or any other document or arrangement relating thereto, shall comply with general principles of law, consistent with Italian law and the international obligations of the Parties, including – with respect to Italy – the obligations of Italy as a Member of the European Union. Nothing in this Protocol, or in any other document or arrangements relating thereto, nor any reference to Italian law, will be interpreted as constituting a waiver of the privileges and immunities enjoyed by FAO pursuant to the Headquarters Agreement, any other convention, agreement, law or decree.
2. Any dispute between the Parties concerning the interpretation and the execution of this Protocol, or any document or arrangement relating thereto, shall be settled through mutual consultations, without reference to any third party or national or international tribunal.

ARTICLE XII

Effective date and duration

1. This Protocol will come into effect upon signature by both Parties. If signature occurs on different dates, this Protocol shall enter into force on the date of the last signature.
2. This Protocol will remain in force for an initial period of three (3) years following the signature by the Parties, unless earlier terminated in accordance with Article XIV.
3. This Protocol may be renewed for successive similar periods thereafter by written agreement of the Parties.

ARTICLE XIII

Amendments

This Protocol may be amended in writing at any time by the mutual written consent of the Parties. Such amendments shall come into effect on such date as mutually agreed by the Parties.

ARTICLE XIV

Termination

This Protocol may be terminated by either Party upon three months written notice the other Party. Such termination shall not affect the implementation of any arrangements made under the framework of this Protocol which are in progress at the time of the notification of such termination, and for which the Parties will agree on measures required for the orderly conclusion of such arrangements.

ARTICLE XV

Language

This Protocol is drafted in the Italian and English languages. In case of discrepancy, the English version shall prevail.

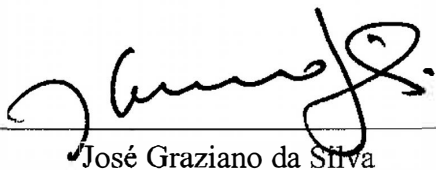
IN WITNESS WHEREOF, the duly authorized representatives of the Parties affix their signatures below. This Protocol is signed in two originals, each in the Italian and English language.

On behalf of the Food and Agriculture
Organization of the United Nations

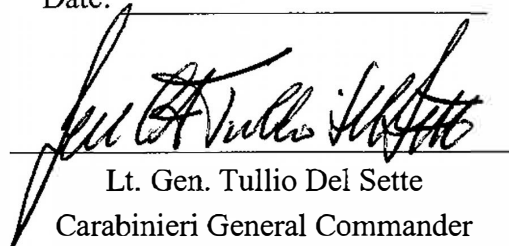
On behalf of the Italian Carabinieri

Date: _____

Date: _____



José Graziano da Silva
Director-General



Lt. Gen. Tullio Del Sette
Carabinieri General Commander