
The Government of the Republic of Liberia

and

The West Africa Rice Development Association

Whereas the Conference of Plenipotentiaries for the establishment of a West Africa Rice Development Association decided in Article II.4 of the Constitution of the Association adopted on 4 September 1970 at Dakar, Senegal, that the Association would have its Seat at Monrovia, Republic of Liberia; and

Whereas in the same Article II of the Constitution, it is provided that the Association should enter into appropriate arrangements with the Government of the Host State concerning the status of the Association's Seat;

Desiring to conclude an Agreement to establish the Seat of the West Africa Rice Development Association in the City of Monrovia, Republic of Liberia, and to regulate questions arising as a result thereof:

Have appointed as their Representatives for this purpose:

For the Government of the Republic of Liberia:

J. Rudolph Grimes, Secretary of State of the Republic of Liberia

For the West Africa Rice Development Association:

Jacques Diouf, Executive Secretary of the West Africa Rice Development Association

Who have agreed as follows:
ARTICLE I
DEFINITIONS

Section 1
In this Agreement:

(a) the expressions "Association" or "WARDA" shall mean the West Africa Rice Development Association;

(b) the expression "Government" shall mean the Government of the Republic of Liberia;

(c) the expression "Executive Secretary" shall mean the Executive Secretary of the Association, and, during his absence from duty, the Deputy Executive Secretary of the Association or any officer designated by the Executive Secretary to act on his behalf;

(d) the expression "Authorities" shall mean such national or other authorities of Government as may be appropriate in the context and in accordance with laws and regulations of Government;

(e) the expression "Member State" shall mean a State which is a member of the Association;

(f) the expression "Representatives of Member States" shall include all representatives, alternates, advisers and technical experts and secretaries of delegations of Member States;

(g) the expression "Members of the Advisory Committee" shall mean the representatives of the six Member States elected for a period of three years by the Governing Council of the Association and the representatives of the Co-operating States and Organisations appointed by the Governing Council as Members of the Advisory Committee;
(h) the expression "Members of the Scientific and Technical Committee" shall mean the persons (not less than three and not more than seven) appointed by the Governing Council of the Association for a term of three years on any questions of Scientific or Technical nature;

(i) the expression "Observers of Cooperating States and Organisations" shall mean the representatives of governments of States not Members of the Association and of worldwide and regional inter-governmental organizations and any governmental organizations, as well as other institutions, desirous of assisting the Association or its Member States in pursuing the objectives of the Association;

(j) the expression "Meetings" convened by the Association shall mean meetings of the Governing Council, the Advisory Committee, the Scientific and Technical Committee of the Association, and Commission, Committee or Sub-group of any of these bodies, and any International Conference or the gathering convened by the Association;

(k) the expression "Archives" shall include records and correspondence, documents, manuscripts, still and moving pictures and films and sound recordings belonging to or held by the Association;
(1) the expression "Staff Members" shall mean all ranks of the Secretariat of the Association engaged by the Executive Secretary or on his behalf, other than staff members recruited locally;

(m) the expression "Properties" shall mean all property, funds, assets, correspondence, manuscripts, records, documents, still and moving pictures, films, sound recordings and other things belonging to WARDA, held or administered by the Association in furtherance of its constitutional functions including all income of WARDA; and

(n) the expression "Contracting Party (ies)" shall mean WARDA and/or Government.

ARTICLE II

JURIDICAL PERSONALITY AND FREEDOM OF ASSEMBLY

Section 2

The Government shall recognize the juridical personality of WARDA, and the Association shall have the capacity:

(a) to contract;

(b) to acquire and dispose of movable property;

(c) to acquire and dispose of immovable property

in keeping with the laws of the Republic of Liberia;

(d) to institute legal proceedings.
Section 3

The Government shall recognize the right of WARDA to convene meetings within the Headquarters; or, with the concurrence of Government, to convene meetings elsewhere in Liberia. At meetings convened by the Association the Government shall take all proper steps to ensure that no impediment is placed in the way of full freedom of discussions and decision.

ARTICLE III

THE HEADQUARTERS

Section 4

The Government shall make available to WARDA, as from the date of entry into force and during the life of this Agreement, the use and occupancy of suitable premises, and the use of installations and office fixture therein contained for the operation of the Association. Such premises, installation and fixture shall be described in an exchange of notes between WARDA and the Government, to be effected at the time of entry into force of this Agreement.

Section 5

WARDA shall be responsible only for the normal maintenance and upkeep of the designated premises, at its own expense.

ARTICLE IV

INVIOLABILITY OF THE SEAT

Section 6

The Government shall recognize the inviolability of the Seat of the Association.
Section 7

WARDA shall prevent the Headquarters from being used as a refuge by violators of law or persons who are endeavoring to avoid arrest or service of legal process or judicial proceedings under any law of Government, or who are required for extradition.

Section 8

Any officer or official of the Government, whether administrative, judicial, military or police shall enter the Association's Seat to perform any official duties therein except with the consent or at the request of the Executive Secretary, and under conditions to which he has agreed.

ARTICLE V

PROTECTION OF THIS SEAT

Section 9

The appropriate authorities of Liberia shall exercise due diligence to ensure that the tranquility of the Seat shall not be disturbed by any person or group of persons attempting unauthorized entry or creating disturbances in the immediate vicinity of the Seat.

If so requested by the Executive Secretary or a duly authorized official acting on his behalf, the appropriate authorities of Liberia shall provide a reasonable number of police for the preservation of law and order in the Seat and for the removal therefrom of offenders.
ARTICLE VI
PUBLIC SERVICE

Section 10
The authorities of Government shall exercise their respective powers to have available at the Headquarters at the expense of WARDA the necessary public services, including, without limitation by reason of this enumeration, fire protection, electricity, water, sewage, post, telephone and telegraph, and that such public services shall be supplied on terms similar to those accorded to other international agencies in Liberia.

ARTICLE VII
COMMUNICATIONS

Section 11
The Association shall enjoy for its official communications treatment not less favourable than that accorded by the Government to any other international organization or government, in the matter of priorities and rates on mails, cables, telegrams, radiograms, telephone and other communications; and press rates for information to press and radio.

Section 12
The Government shall facilitate free and unhindered movement of personnel, supplies and equipment for official purposes within Liberia.

Section 13
The Government shall accord to official correspondence, publications and other communications of WARDA the same privileges and immunities extended to diplomatic missions in Liberia.
Section 14

WARDA shall have the right to use codes, despatch and receive correspondence and other official communications by couriers or in sealed bags which shall have the same privileges and immunities as diplomatic couriers and bags.

ARTICLE VIII

PROPERTY OF THE ASSOCIATION AND TAXATION

Section 15

The Association, and its property wherever located and by whosoever legitimately held, shall enjoy immunity from every form of legal process except in so far as in any particular case the Executive Secretary shall have expressly waived its immunity. It is, however, understood that, in the case of a waiver of immunity, no such waiver shall extend to any measure of execution.

Section 16

The archives of the Association, and in general all documents belonging to the Association or held by it, shall be inviolable wherever located.

Section 17

The assets, income and other properties of the Association shall be exempt from any form of direct taxation. The Association shall not be exempt from taxes which are, in fact, no more than charges for public utility services.
The Association will be exempt from custom duties and from prohibitions and restrictions on imports and exports in respect of articles imported or exported by the Association for its official use, on the understanding that articles imported under such exemptions will not be sold within the country except in accordance with conditions to be mutually agreed upon.

The Association shall also be exempt from customs duties and prohibitions and restrictions in respect of the import and export of its publications, still and moving pictures, and films and sound recordings.

Section 18

The Association shall be exempt from all indirect taxes and duties on its operations and transactions, unless such taxes and duties form part of this price paid, and cannot be identified separately from such price.

The Association shall in particular be exempt from customs duties and other levies, prohibitions and restrictions on the importation of service automobiles and spare parts thereof, required for its official purposes. The Government shall exempt the vehicles of the Association from the tax on circulation and shall grant allotment of gasoline and other required fuels and lubricating oil for each vehicle in quantities and at rates prevailing for heads of diplomatic missions in Liberia.

ARTICLE IX

FINANCIAL FACILITIES

Section 19

(a) Without financial controls of any kind;

(i) The Association shall have the right to hold funds, or currencies of any kind and operate foreign currency accounts in any currency;
(ii) the Association shall, except as hereafter may be provided by Act of
Legislature, be free to transfer funds, accoutnts or currency,
from or to Liberia and be convert any currency held by it, into any
other currency ;

(iii) the Government shall render to the Association the same privileges
as are accorded to diplomatic missions in respect of exchange
facilities.

ARTICLE X

PRIVILEGES AND IMMUNITIES TO BE GRANTED
TO REPRESENTATIVES AND OTHER ELEAGATES
AT MEETINGS

Section 20

Representatives of Member States, Observers of Cooperating States and
Organisations, including the United Nations and its specialised Agencies as well
as other Delegates and Experts, attending meetings convened by the Association,
shall be entitled in the territory of Liberia, while exercising their functions
and during their journeys, to the privileges and immunities as are provided for
by this Convention on the Privileges and Immunities of the Specialized Agencies.

No activity performed by any such person in his official capacity shall
constitute a reason for preventing his entry into Liberia or for requiring him
to leave the territory of the host country.

This Section shall not prevent the requirement of reasonable evidence to
establish, that persons referred to therein comply with applicable quarantine
and health regulations.
ARTICLE XI

STAFF MEMBERS

Section 21:

Staff members, other than citizen of Liberia, shall enjoy the following privileges and immunities:

(a) Immunity from personal arrest or detention;

(b) Immunity from seizure of their official baggage, and immunity from seizure of their personal baggage;

(c) Immunity from legal process of any kind with respect to words spoken or written and all acts performed by them in their official capacity, such immunity to continue not withstanding the fact that the person concerned might have consented to be a staff member of the Association;

(d) Exemptions from any form of direct taxation on salaries and emoluments paid to them by the Association;

(e) Exemption from any form of direct taxation on income derived from sources outside the territory of the host country;

(f) Exemption, with respect to themselves, their spouses, and relatives dependent on them, from immigration restrictions and alien registration;

(g) Exemption from national service obligations;

(h) Freedom to maintain in the territory of the host country or elsewhere foreign securities and other movable property and, while employed by the Association and at the time of termination of such
employment the right to send or take out monies paid to them by reason of such employment, in any foreign currency;

(i) The same protection and repatriation facilities with respect to themselves, their families, and other members of their households, are as are accorded to diplomatic envoys in time of international crisis;

(j) The right to import free of duties and other levies, prohibitions and restrictions on imports, their furniture, automobiles and effects within six months after taking up their post in the host country. This time limit shall be extended in regard to officials serving a probationary period. Staff members shall have the right to replace automobiles on the same conditions after a period of two years. In addition to imports connected with first installation, the Government shall accord, on a current basis, duty free imports of reasonable quantities of household goods, foodstuffs, liquor and other articles for use or consumption.

Section 22

The Executive Secretary shall be granted the privileges and immunities, exemptions and facilities accorded to diplomatic envoys, Heads of Mission.

The Deputy Executive Secretary shall be granted the privileges and immunities, exemptions and facilities accorded to diplomatic envoys.

Provisions concerning privileges and immunities of staff members shall also apply to staff seconded to the Association by cooperating States and Organisations.

The names of staff members shall be communicated by the Executive Secretary to the appropriate authorities of the Government from time to time and whenever requested.
The privileges and immunities accorded by this Article are conferred in the interest of the Association and not for the personal benefit of the individuals themselves. The Executive Secretary shall waive the immunity of any staff member in any case, where, in his opinion, the immunity could impede the course of justice and could be waived without prejudice to the interest of the Association.

ARTICLE XII
GENERAL PROVISIONS

Section 24

The Executive Secretary shall take every precaution to ensure that no abuse of a privilege or immunity conferred by this Agreement shall occur and, for this purpose, shall establish such rules and regulations as he may deem necessary and expedient for staff members of the Association.

Section 25

Should the Government consider that an abuse of privilege or immunity conferred by this Agreement has occurred, it shall advise the Executive Secretary to take jointly with Government appropriate measures in accordance with the procedure set out in the Convention on privileges and immunities of Specialised Agencies.

ARTICLE XIII
SUPPLEMENT AGREEMENTS AND SETTLEMENT OF DISPUTES

Section 26

(a) The Government and the Association may enter into such supplemental
agreements as may be necessary within the scope of this Agreement.

(2) The Convention on the Privileges and Immunities of the Specialized Agencies and this Agreement shall, to the extent that they deal with the same subject matter, be treated, where possible, as complementary; but in case of conflict, the provisions of this Agreement shall prevail.

Section 27

Any dispute between any representative of the Association and the Government concerning the interpretation or application of this Agreement or any supplemental agreement, or any question affecting the relationship between the Association and the Government, which is not settled by negotiation or other agreed mode of settlement shall be submitted to the Governing Council of the Association.

If the Governing Council cannot arrive at a conclusion on the question in dispute or if the conclusion of the Governing Council is not accepted to either party to the dispute may request that the matter be submitted to arbitration by an Arbitral Tribunal composed of three members as follows:

1. each party shall nominate one arbitrator;
2. the third arbitrator, who shall by the President of the Arbitral Tribunal shall be chosen by agreement between the arbitrators nominated by the parties.

If the nomination of the members of the Arbitral Tribunal is not made within a period of three months from the date of the request for arbitration, either of the parties to the dispute may request the nomination to be made by the Administrative Secretary General of the Organisation for African Unity.
ARTICLE XIV
ENTRY INTO FORCE, AMENDMENTS AND TERMINATION

Section 28
This Agreement shall come into force on the date of its signature by the Government on the one hand, and by the WARDA on the other hand.

Section 29
Consultations with respect to amendments to this Agreement shall be entered into at the request of the Association or the Government. Any such amendment shall be by mutual consent.

Section 30
This Agreement and any supplemental agreement entered into by the Government and the Association pursuant to this Agreement shall be terminated by mutual consent or by denunciation of either party. Termination shall take effect one year after the Government or the Association shall have given notice in writing to the other party of its decision to terminate the Agreement, except that the provisions of the Agreement, except that the provisions of the Agreement which may have to be supplied to ensure the orderly termination of the Agreement shall remain in force for a period of eighteen months beyond the effective date of termination of the Agreement.
Section 31

In Witness Whereof, the undersigned, duly authorized, have signed this Agreement at Monrovia on this 3rd day of November, A.D. 1971.

This Agreement of which the English and French texts are equally authoritative, shall be registered with the Secretary General of the Organisation of the United Nations and the Administrative Secretary General of the Organisation for African Unity.

FOR THE GOVERNMENT OF THE REPUBLIC OF LIBERIA

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Rudolph Crimés,

Minister of Finance

FOR THE WEST AFRICA RICE DEVELOPMENT ASSOCIATION

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Jacques Diouf,

Executive Secretary