

ICLARM/5

**AGREEMENT TO CONSTITUTE THE
INTERNATIONAL CENTER FOR
LIVING AQUATIC RESOURCES
MANAGEMENT (ICLARM)
AS AN INTERNATIONAL ORGANIZATION**

22 April 1993

WHEREAS, it is recognized that proper management of living aquatic resources and their environments is necessary in order to ensure that these resources can continue to provide food and livelihood opportunities for the populations of the developing world;

WHEREAS, a key to the proper management of these living aquatic resources and their environments is the better understanding, through scientific research, of these resources;

WHEREAS, the International Center for Living Aquatic Resources Management (hereinafter at times referred to as "ICLARM") was established on 3 November 1976 in the Republic of the Philippines as a private, non-stock, philanthropic and non-profit corporation for the purpose of establishing, maintaining and operating an international aquatic resources center to address critical research issues;

WHEREAS, it is acknowledged that the research required for such an effort is, to a substantial extent, international in nature, unable or not likely to be undertaken by national organizations and that such international research should be autonomous and non-political in operation;

WHEREAS, ICLARM, on 20 May 1992, has become one of the international research centers supported under the auspices of the Consultative Group on International Agricultural Research (CGIAR), an informal association of national governments, international organizations and private institutions co-sponsored by the World Bank, the Food and Agricultural Organization of the United Nations (FAO) and the United Nations Development Programme (UNDP) formed for the purpose of contributing, through international research and related activities, and in partnership with national research systems, to sustainable improvements in the productivity of agriculture, forestry and fisheries in developing countries in ways that enhance nutrition and well-being, especially among low-income people;

WHEREAS, members of the CGIAR intend to provide funds for the regular budget of ICLARM to enable the Center to undertake its international research programs;

WHEREAS, it is to the benefit of the populations of the developing world that ICLARM be granted the status of an international organization in order that ICLARM may be able to continue to provide the international research required for the management of the world's living aquatic resources:

WHEREAS, the parties to this Agreement agree that ICLARM should be provided with the status and characteristics appropriate to its international mandate, its international sources of financing, its international operations and the international character of its Board of Trustees and staff, in order for ICLARM to attain the objectives for which it was established;

WHEREAS, THEREFORE the States and International Organizations party to this Agreement agree on the establishment of the International Center for Living Aquatic Resources Management as an international organization, and agree, as follows :

ARTICLE 1 - ESTABLISHMENT

There shall be established an independent international organization entitled the "International Center for Living Aquatic Resources Management", which is to operate in accordance with the Constitution appended hereto and made an integral part hereof, as such Constitution may be amended from time to time in accordance with Article 16 thereof.

ARTICLE 2 - CONSENT TO BE BOUND

(i) Consent to this Agreement may be individually conferred only by duly authorized representatives of their respective governments, recognized international organizations/institutions, or such other agencies and instrumentalities, both public or private, as may be determined by the Board of Trustees of ICLARM.

(ii) Consent must be expressed in writing, either by the affixation of signature on this Agreement or otherwise contained in a separate instrument.

(iii) Consent to this Agreement shall strictly be limited to bestowing international status upon ICLARM as a research center/institution, as may be individually conferred by the respective consenting Party.

Such consent shall exclude the following effects:

- a) It shall not bind any Party to automatically grant to ICLARM privileges and/or immunities of whatever form, nature and character;
- b) It shall not oblige any of the Parties to provide any form of financial contribution or support to ICLARM, except that which may be voluntary in nature and character; and

c) It shall not constitute as an obligation upon any of the consenting Parties to assume or guarantee any of the liabilities, debts and other forms of obligation incurred by ICLARM, whether or not in the course of its operations.

(iv) This Agreement shall be open for signature by States and International Organizations at the Department of Foreign Affairs of the Republic of the Philippines. It shall remain open for signature for a period of two years from the date it is first signed, unless such period is extended prior to its expiry by the Depository at the request of the Board of Trustees of ICLARM.

(v) The Government of the Republic of the Philippines shall be the Depository of this Agreement.

(vi) The consent to be bound by this Agreement shall be undertaken by the signatories in accordance with their own laws, regulations or procedures.

ARTICLE 3 - ACCESSION

(i) After the expiration of the period in Article 2, paragraph (ii), the present Agreement shall remain open for accession by any State and any International Organization contingent upon approval by the Board of Trustees of ICLARM by simple majority.

(ii) The instruments of accession shall be deposited with the Depository of this Agreement.

ARTICLE 4 - ENTRY INTO FORCE

(i) This Agreement and the Constitution appended thereto shall come into force immediately upon receipt by the Depository of written notifications by three States parties to this Agreement.

(ii) For each State or International Organization depositing an instrument of accession, after the entry into force of this Agreement, this Agreement will enter into force on the first day of the month after the date of receipt by the Depository of the notification.

ARTICLE 5 - TERMINATION

Any party to this Agreement may, by written instrument to the Depositary, denounce this Agreement. Such termination of the consent to be bound shall become effective three months after the date on which instrument is received.

ARTICLE 6 - AUTHENTIC TEXT

The authentic text of the present Agreement, including the Constitution appended thereto, shall be in the English language.

IN WITNESS WHEREOF, the undersigned endowed with full powers, have signed this Agreement on this 22nd day of April 1993.

FOR THE GOVERNMENT OF
THE REPUBLIC OF THE PHILIPPINES

FOR THE GOVERNMENT OF
THE REPUBLIC OF MALAWI

The Honorable Roberto Romulo
Secretary
Department of Foreign Affairs

The Honorable Zimani David Kadzamira
Ambassador Extraordinary and
Plenipotentiary for the Republic of Malawi

FOR THE GOVERNMENT OF
THE KINGDOM OF DENMARK

FOR THE GOVERNMENT OF
THE SOCIALIST REPUBLIC
OF VIETNAM

The Honorable Mogens Jensen
Minister Counsellor
Chargé d'Affaires e.p.
Royal Danish Embassy

The Honorable Hua Quoc Chinh
Chargé d'Affaires Ad Interim
Embassy of Vietnam