

9 May 1988

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## HEADQUARTERS AGREEMENT BETWEEN THE GOVERNMENT OF MEXICO AND CIMMYT INTERNATIONAL.

The Government of the United Mexican States ("The Government") and CIMMYT, International ("The Center"),

CONSIDERING, that the purpose of The Center is the development and diffusion of improved technologies in maize and wheat in developing countries through supply of improved germ plasm, through training, and through the development of improved research procedures for national research programs;

TAKING INTO ACCOUNT that the Center has an international personality in accordance with the Agreement between the International Bank for Reconstruction and Development (World Bank) and the United Nations Development Programme (UNDP) which created The Center; that in terms of its Constitution it is organized exclusively for scientific and educational purposes, and that it operates as an integral part of the Consultative Group on International Agricultural Research (CGIAR) system;

HAVING CONCLUDED that it is appropriate to formalize a headquarters agreement allowing the Center to establish its headquarters in Mexico and setting the conditions, facilities, and prerogatives which The Government shall accord to The Center for its proper operation in the United Mexican States;

HAVE AGREED as follows:

### Article I

The Center shall have its headquarters in the United Mexican States, and The Government recognizes the legal personality of The Center, as derived from the Agreement of 29 April, 1988 between The World Bank and UNDP, which established it.

### Article II

1. The Government is committed to bestow upon The Center's funds, its assets, and personnel, the privileges and immunities that the Government accords to other international organizations with headquarters in Mexico as stated in the Convention on Privileges and Immunities of the United Nations, promulgated and published in the Official Gazette on May 10, 1963 and whose text is attached herewith. The terms of this Convention will apply to the officer in charge of The Center and to the non-Mexican personnel and consultants assigned to the Center who have been duly accepted by the Mexican Government, taking into account the reservations made by The Government when it acceded to the aforementioned Convention.
2. The Director of the Center shall provide the Government the names of all non-Mexican staff affected by the provisions of this Article. The Government shall have the right to request that the number of such staff stay within reasonable limits, given the needs of the Center.
3. With due regard to the phytosanitary regulations of the Government, the Center shall be exempt from duties, taxes, and restrictions on the import and export of seeds for research purposes.

### Article III

1. The Center shall cooperate at all times with the appropriate Mexican authorities to ensure the proper administration of justice and the observance of police regulations, and to prevent any abuses of the privileges and immunities provided for in this Agreement.

2. The Center shall provide adequate procedures for the solution of:

- a) Disputes arising from contracts or other disputes of private nature in which The Center is involved;
- b) Disputes involving a staff member where the person concerned can claim immunity if this immunity has not been waived by the responsible officers.

#### Article IV

The present Agreement shall be interpreted bearing in mind that its main objective is to enable The Center to carry out the functions referred to in the Preamble to this Agreement.

#### Article V

The Center as an entity with international legal personality shall be independent from the organizations which established it. Therefore, neither the World Bank nor the UNDP nor any member of the CGIAR system shall be responsible or liable, individually or collectively, for any debts, liabilities or obligations of the Center.

#### Article VI

This Agreement may be modified under mutual agreement by the two parties, if and when requested by either one of them. Such modifications will be operative once the Government communicates its concurrence to The Center through the Secretariat of Foreign Relations, or on the date on which the Center accepts it, should this be later.

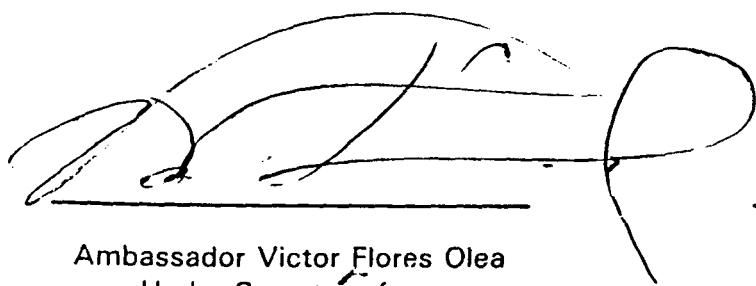
#### Article VII

This Agreement shall enter into force on the date on which The Government, after having completed its legal requirements, communicates its concurrence to The Center, through the Secretariat of Foreign Relations or on the date on which The Center accepts it, if this occurs later. The Agreement will remain in force for an indefinite period, but may be terminated by either party if it notifies the other one year in advance in writing.

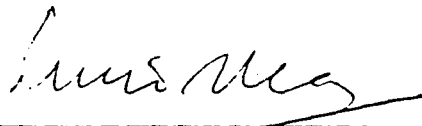
IN WITNESS WHEREOF the undersigned, being duly authorized have signed the present Agreement in two equally authentic copies, in Mexico City on the 9th day of May, 1988.

For the Government of the  
United Mexican States  
("The Government")

For CIMMYT INTERNATIONAL  
("The Center")



Ambassador Victor Flores Olea  
Under Secretary for  
Multilateral Affairs  
Secretariat of Foreign Relations



Dr. Lucio G. Reca,  
Chairman of the Board and  
Director General a.i.