AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF KENYA

AND

THE INTERNATIONAL DEVELOPMENT RESEARCH CENTRE
ACTING AS EXECUTING AGENCY ON BEHALF OF
A GROUP OF COUNTRIES AND AGENCIES COOPERATING FOR
THE ESTABLISHMENT OF
THE INTERNATIONAL COUNCIL FOR RESEARCH IN AGROFORESTRY
( ICRAF )
WHEREAS "agroforestry" is a sustainable management system for land which increases overall production, combines agricultural crops, including tree crops, and forest plants and animals simultaneously or sequentially, and applies management practices which are compatible with the cultural patterns of the local population.

WHEREAS a consortium of countries and donor agencies (hereinafter referred to as "the Group") has organised to increase the social, economic and nutritional well-being of peoples of developing countries through the promotion of agroforestry systems to achieve better land use in developing countries without detriment to their environments, to encourage and support research and training in agroforestry systems, to facilitate the collection and dissemination of information relevant to such systems and to assist in the international coordination of agroforestry development.

WHEREAS the Group has proposed the establishment of the International Council for Research in Agroforestry (hereinafter referred to as "the Council") to carry out those objectives.

WHEREAS the Group wishes to establish the headquarters of the Council in the territory of Kenya and may wish to establish operational units in other countries for the purpose of realising its objects.

WHEREAS the Group has designated the International Development Research Centre (hereinafter referred to as "the Executing Agency") to act as agent to perform all those activities that are necessary to establish the Council and to enable it to operate effectively toward the attainment of its objectives.

AND WHEREAS the Government of the Republic of Kenya (hereinafter referred to as "the Government") welcomes the establishment of the headquarters on its territory and has expressed its willingness to collaborate with the Executing Agency in establishing the Council.
NOW THEREFORE the parties hereto have agreed as follows:

**ARTICLE 1**

**ESTABLISHMENT OF THE HEADQUARTERS OF THE COUNCIL**

There is hereby established in Kenya the headquarters of the International Council for Research in Agroforestry (ICRAF).

**ARTICLE II**

**LEGAL STATUS**

1. The Council is an autonomous, non-profit making, international organization consisting of a Board of Trustees appointed in accordance with the provisions of the Charter of the Council attached to this Agreement.

2. The Council may establish itself as a body corporate under the laws of Kenya.

**ARTICLE III**

**OBJECTS**

The objects of the Council are to increase the social, economic and nutritional well-being of peoples of developing countries through the promotion of agroforestry systems to achieve better land use in developing countries without detriment to their environments, to encourage and support research and training relevant to agroforestry systems, to facilitate the collection and dissemination of information relevant to such systems and to assist in the international coordination of agroforestry development, and, specifically:

a) to identify aspects of agroforestry systems generally, and tree components in particular, about which there is a lack of knowledge, and to support research thereon;

b) to support or stimulate research to identify or improve species of trees and other forest flora and fauna that are underused.
c) to assist in the coordination of agroforestry research for various ecological regions;
d) to facilitate the extension and implementation of the results of research in agroforestry; and
e) to encourage and support training in appropriate disciplines with the aim of developing the research capabilities of national institutions engaged in agroforestry research.

ARTICLE IV
ACTIVITIES

The Council shall undertake all such activities as are conducive to the furtherance of its objects and without limiting the generality of the foregoing, such activities may include:

a) the collection, evaluation, cataloguing and dissemination of information relevant to agroforestry, with particular emphasis for use by field personnel;
b) the stimulation of research relevant to agroforestry by governments, and by national and international, public and private organizations and agencies, by universities, and by individuals, and the fostering of cooperation in research relevant to agroforestry systems;
c) the sponsoring of research relevant to agroforestry systems, on important species of trees and other crops relevant to such systems, and on the harvesting, processing and marketing of agroforestry products;
d) the participation in the management and financing of pilot and experimental projects on agroforestry;
e) the conducting of seminars and the convening of working groups on agroforestry;
f) the promotion of the teaching of the principles of agroforestry in educational systems, including the teaching of tree sciences;
ARTICLE V

POWERS OF THE COUNCIL

Subject to the laws of Kenya, the Council, in furtherance of its objects, may exercise in Kenya any or all of the powers set out in Article VI of its Charter.

ARTICLE VI

UNDERTAKINGS OF KENYA GOVERNMENT WITH REGARD TO THE COUNCIL

1. The Government undertakes:

a) to exempt the Council from all direct taxation on its assets, income and property provided that such exemptions shall not extend to levies or charges that are raised for utilities or for services rendered to the Council or for business and investment income other than interest income on monies held by the Council or income raised through its activities as set out in this Agreement.

b) to exempt the Council from customs duty and sales tax on articles, equipment and publications, including still and moving pictures and sound recordings, imported or exported by the Council for its official use, provided that, in the event of any such goods being sold or disposed of in Kenya other than to a person or organization similarly privileged, customs duty and sales tax shall then be payable thereon in accordance with appropriate provisions and

c) to exempt the Council from prohibitions and restrictions on publications relevant to agroforestry, imported or exported for its official use, and further to exempt the Council from prohibitions and restrictions on articles imported or exported by it for its official use, provided these articles or articles of a similar nature are not manufactured or produced in Kenya
provided however that duty at appropriate rates shall be payable if the goods are sold in Kenya unless the goods, equipment or articles are sold to a person or organization similarly privileged.

2. Subject to the exchange control laws and regulations for the time being in force, the Council may operate such external bank accounts in foreign currencies and undertake such foreign exchange operations as may be necessary in order to satisfactorily carry out its activities.

**ARTICLE VII**

**UNDERTAKINGS OF KENYA GOVERNMENT WITH REGARD TO THE COUNCIL'S SCIENTIFIC AND SENIOR ADMINISTRATIVE STAFF**

With regard to the scientific and senior administrative staff, who shall have been so designated by the Director-General, who are not citizens of Kenya or permanent resident in Kenya except solely for the purpose of this Agreement, the Government undertakes:

a) to grant exemption from income tax or social security contributions on income or emoluments received by them from the Council;

b) to exempt them from the payment of customs duty and sales tax on their new or used personal and household effects, including one motor vehicle, imported by them within the first three months of their first arrival in Kenya or, in exceptional cases, such later period as the Government may in writing agree upon representation being made by the Council provided that, in the event of any such goods being sold or disposed of in Kenya, other than to a person or organization similarly privileged, customs duty and sales tax shall then be payable thereon in accordance with appropriate provisions;

c) to grant them exemption from work permits and to grant them and their dependents exemption from national service obligations alien registration, immigration restrictions and to provide them and their dependents with re-entry permits.
d) to extend such repatriation facilities in times of international crisis as are extended by the Government to technical assistance personnel:

e) to permit them or their dependants to bring into Kenya a reasonable amount of foreign currency for personal use and to withdraw and repatriate such amounts from Kenya under external account facilities, in accordance with the prevailing foreign exchange regulations of Kenya;

f) to permit them freedom of travel, movement and communication necessary for the carrying out of the Council's objects and

g) to facilitate the clearance through customs of their new or used personal and household effects and to issue them with identity cards and, whenever necessary, to facilitate the performance of their duties under this Agreement.

ARTICLE VIII

FURTHER UNDERTAKINGS

1. The Government hereby further undertakes:

a) to afford the Board of Trustees of the Council complete freedom and authority to establish employment policies and conditions for the Council staff on an international basis without discrimination as to nationality or origin or any consideration other than qualification, merit and experience;

b) to assist in the expeditious clearance for entry into Kenya of trainees, scholars, visitors and scientists concerned with the Council's programs;

c) except for research projects carried out in Kenya which shall be the subject of a separate projects agreement between the Council and the Government, to afford the Council complete freedom to publish and disseminate the results of research conducted internationally and

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1. To exempt advisors and individuals consultants engaged by the Council from income tax or social security contributions on income or emoluments received by them from the Council, facilitate their entry into Kenya and permit them freedom of travel and movement and communication necessary for the carrying out of the Council's objects.

2. The Council agrees that in respect of its personnel other than scientific and senior administrative staff, it shall always endeavour to adopt a sympathetic employment policy toward Kenya nationals.

**ARTICLE IX**

**SCIENTIFIC MATERIALS**

The Government undertakes to authorize the movement of such scientific materials into and out of Kenya as may be needed by the Council for its cooperative programs in any part of the world, subject to prevailing phytosanitary regulations, and agrees to ensure that necessary action will be taken promptly to speed up the release of such materials.

**ARTICLE X**

**ROLE OF THE EXECUTING AGENCY**

1. The Executing Agency hereby agrees, subject to the availability of funds donated by members of the Group, to take steps to establish the Council in accordance with the provisions of the Council's Charter up to the point that the Executing Agency declares that the Council has been established as legal entity and is functioning effectively under its own Board of Trustees with the power and the financial, administrative and technical competence to realise its objects. When such declaration has been made by the Executing Agency the Council shall endorse this Agreement and the Council shall thereby assume all rights, obligations and assets under this Agreement.
At that time, the role of the Executing Agency under this Agreement shall be regarded as fulfilled. Pending such declaration by the Executing Agency, all matters pertaining to or arising out of this Agreement shall be dealt with by the parties hereto.

2. Until such time as the Council is established as a legal entity, and is functioning effectively under its Board of Trustees with the power and financial, administrative and technical competence to realize its objects the Executing Agency shall be responsible or liable for any debts, liabilities or other obligations of the Council.

ARTICLE XI
TERMINATION OR DISSOLUTION

1. In the event that this Agreement is terminated or the Council is dissolved in accordance with the provisions of its Charter, any land or interests therein in Kenya and capital improvements thereon shall revert to the Government.

2. In the event that the Council is dissolved in accordance with its Charter, the assets of the Council in Kenya, other than land or interests therein and capital improvements thereon, shall be distributed to an institution or institutions having purposes similar to those of the Council and agreed to by the Council and the Government, after consultation by the Board of Trustees with the Group, and after discharging of the Council's obligations.

ARTICLE XII
ENTRY INTO FORCE

1. This Agreement shall enter into force on the date of its signature.

2. This Agreement may be revised or modified from time to time by mutual consent after consultations between the parties.
ARTICLE XIII

MISCELLANEOUS

This Agreement shall remain in force indefinitely unless terminated by either party serving six (6) months' written notice to the other of its intention to terminate it.

DONE at Nairobi this 21st day of November One Thousand Nine Hundred and Seventy-Eight.

FOR THE GOVERNMENT OF THE REPUBLIC OF KENYA

FOR THE INTERNATIONAL DEVELOPMENT RESEARCH CENTRE

HON. DR. MUNYUA WAIYAKI
MINISTER FOR FOREIGN AFFAIRS

JAMES PFEIFER
SECRETARY AND GENERAL COUNSEL

ENDORSED AT Nairobi this 21st day of November One Thousand Nine Hundred and Seventy-Eight.

INTERNATIONAL COUNCIL FOR RESEARCH IN AGROFORESTRY

BY: DIRECTOR - GENERAL