

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE CENTRO INTERNACIONAL DE AGRICULTURA  
TROPICAL (CIAT)**

**AND**

**THE INTERNATIONAL BOARD FOR PLANT GENETIC RESOURCES  
(IBPGR)**

**CONCERNING**

**COLLABORATION BETWEEN IBGPR AND CIAT**

*MOU/IBPGR/6518/93*

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**PREAMBLE**

Whereas, the Centro Internacional de Agricultura Tropical (hereinafter referred to as "CIAT") is a development-oriented, agricultural research institution dedicated to the application of science towards lasting alleviation of hunger and poverty in developing countries;

Whereas, CIAT, with its Headquarters in Cali, Colombia, is recognized as an international institution through the signature of an international agreement on 5 May 1987 and approved by the Colombian Government Law Number 29 of 1988;

Whereas, the mandate of the International Board for Plant Genetic Resources (hereinafter referred to as "IBPGR") is to advance the conservation and use of plant genetic resources for the benefit of present and future generations;

Whereas, the International Plant Genetic Resources Institute (hereinafter referred to as "IPGRI") is an international institution established through an international agreement signed on 9 October 1991, which, as the legal successor to IBPGR, will become operational upon the date the Italian Parliament ratifies the Headquarters Agreement between the Government of the Italian Republic and IPGRI;

Whereas, both Parties wish to maintain and expand their collaboration, and in particular wish to regulate the operation of IBPGR's Office for the Americas at CIAT's Headquarters;

Now therefore, both Parties, recognizing that they have many aims in common, agree as follows:

## ARTICLE I

### (Collaborative Activities)

1. CIAT and IBPGR will develop and execute joint activities on the conservation and use of plant genetic resources of interest and benefit to the Nations of the Americas.
2. Details of the funding, execution and duration of the activities will be contained in specific protocols (one for each activity), which will be appended to this Memorandum of Understanding.

## ARTICLE II

### (IBPGR staff at CIAT)

1. IBPGR will appoint one or more internationally recruited staff, who will be based at CIAT, Cali, Colombia. Such staff will be employed under IBPGR Personnel Policies and Regulations, while giving due regard to CIAT Policies and Regulations concerning benefits such as house rentals, use of official vehicles and other matters of a similar nature so as to ensure relative equity in benefits amongst all international staff at CIAT Headquarters. IBPGR staff based at CIAT will be treated as CIAT staff with regard to the obligations imposed by CIAT's Agreements with its host countries as well as the privileges and immunities granted under these Agreements in accordance with Article IV of this Memorandum of Understanding. CIAT will also provide administrative/financial services in accordance with Article V of this Memorandum of Understanding.
2. CIAT will be consulted by IBPGR before IBPGR appoints any internationally recruited staff at CIAT.
3. CIAT, at the request of and after consultation and in agreement with IBPGR, will appoint regional and national staff for IBPGR at Cali, Colombia, in accordance with CIAT Personnel Rules and Regulations as applied to such CIAT staff at Cali, Colombia.

## ARTICLE III

### (Functions of IBPGR staff at CIAT)

1. IBPGR will determine the terms of reference for the internationally recruited staff it locates at CIAT, Cali, Colombia. Such staff will report directly to the IBPGR Group Leader for the Americas, while the IBPGR Group Leader will report to IBGPR Headquarters. The IBPGR Group Leader for the Americas will also keep the Director General of CIAT informed on major issues, including staff movements within and outside Colombia.

2. IBPGR will determine the terms of reference for the regionally and nationally recruited staff employed at CIAT, but such staff will be employed in accordance with the Rules and Regulations of CIAT for the employment of similar such staff by CIAT.

3. The regional and national staff appointed by CIAT on behalf of IBPGR will report on programme matters to the IBPGR Group Leader for the Americas, but will, for other matters, report to the Director General of CIAT.

#### ARTICLE IV

##### (Privileges and Immunities)

1. CIAT will arrange for the same privileges and immunities to IBPGR's internationally recruited staff referred to in Article II, paragraph 1, as are accorded to CIAT principal staff, and in particular CIAT will:

- A. present IBPGR internationally recruited staff as Associated Scientists to the Government of Colombia;
- B. assume responsibility for the registration of IBPGR's internationally recruited staff as CIAT's International Technicians before the Government of Colombia;
- C. arrange for the importation of personal effects for IBPGR's internationally recruited staff in accordance with the rules and procedures established by CIAT for its international staff;
- D. grant a vehicle importation capacity to provide for the needs of IBPGR's programme and international staff use. IBPGR may rent vehicles from CIAT, provided these are available and under the financial conditions set forth for each case. The importation, use, rental, maintenance, insurance and sales of these vehicles will be regulated exclusively by CIAT's policies;
- E. arrange for the importation and exportation of biological materials by IBPGR in accordance with the rules which govern CIAT's importation and exportation of such materials.

2. CIAT will extend the same privileges and other conditions of employment to IBPGR's regionally and nationally recruited staff as it accords to such CIAT staff at Cali, Colombia.

ARTICLE V

## (Administrative and Financial arrangements)

1. For the implementation of this Memorandum of Understanding, and in particular for the operation of IBPGR' staff at CIAT, IBPGR will:
  - A. provide funds to CIAT for the salary and benefits of regional and national staff recruited by CIAT on behalf of IBPGR;
  - B. provide funds to CIAT for the purchase or rental of essential IBPGR office and research equipment and supplies, including vehicles, computers, etc.;
  - C. provide funds to CIAT for the overall administration of the IBPGR Office at CIAT, including staff travel, vehicle operation and maintenance, communications and all other related expenses incurred by IBPGR's Office in the administration of its activities;
  - D. provide funds to CIAT for the provision of services as follows:
    - a. 15 percent overhead on costs of support staff, supplies and services;
    - b. 4 percent overhead on general administration of IBPGR funds, including handling of financial resources of third parties and the purchase of air tickets through CIAT's travel agency;
    - c. a flat amount of US \$10,000 per year per internationally recruited IBGPR staff assigned to CIAT;
    - d. rental of office space at US \$86 per square meter;
    - e. rental of laboratory space, land and vehicles at rates to be mutually agreed upon by both Parties.
  - E. provide funds to CIAT for IBPGR's support to national plant genetic resources programmes in the Americas;
  - F. provide funds to CIAT for the execution of joint activities as referred to in Article I of this Memorandum of Understanding;
  - G. negotiate an annual Letter of Agreement with CIAT setting forth the funds which will be made available for expenditures listed in paragraphs 1A, 1B, 1C, 1D, 1E and 1F of this Article.

2. For the implementation of this Memorandum of Understanding, and in particular for the operation of IBPGR's staff at CIAT, Cali, Colombia, CIAT will:

- A. provide appropriate office, storage and related space at CIAT for IBPGR's internationally, regionally and nationally recruited staff;
- B. administer the funds provided by IBPGR to CIAT as detailed in paragraph 1 of this Article, with the approval of IBPGR's Group Leader for the Americas at CIAT;
- C. produce, verify and certify quarterly and annual financial reports on all IBPGR's expenditures at and by CIAT, and submit such financial reports to IBPGR Headquarters in Rome, through IBPGR's Group Leader for the Americas at CIAT.

3. The Parties agree that all equipment and supplies purchased under this Memorandum of Understanding shall remain the property of IBPGR, unless and until an alternative disposition is mutually agreed upon by both Parties.

#### ARTICLE VI

(Assumption of Rights and Obligations)

The Parties agree that the rights and obligations of IBPGR set out in this Memorandum of Understanding shall be fully assumed by IPGRI upon the date the Italian Parliament ratifies the Headquarters Agreement between the Government of the Italian Republic and IPGRI and that, within sixty days after that date, the IBPGR international staff shall become employees of IPGRI. IBPGR agrees to promptly inform CIAT of the date of ratification.

#### ARTICLE VII

(Modification)

Consultations with respect to the amendment of this Memorandum of Understanding will be entered into at the request of either Party.

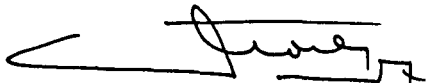
#### ARTICLE VIII

(Final Provisions)

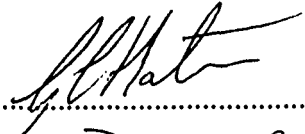
- 1. This Memorandum of Understanding shall enter into force on the latter of the two dates upon which the Memorandum of Understanding was executed by the Parties.

2. This Memorandum of Understanding shall remain in force for three years after signature. Thereafter it will continue in effect unless or until either Party serves notice in writing on the other of its intention to terminate it, in which event this Memorandum of Understanding shall stand terminated at the end of 12 months from the date of service of such notice.
3. The termination of this Memorandum of Understanding shall not effect the validity or duration of joint activities referred to in Article I of this Memorandum of Understanding, unless otherwise mutually agreed by the Parties hereto.

FOR THE CENTRO  
INTERNACIONAL DE  
AGRICULTURA TROPICAL

Signature:   
Title: Director General  
Date: 26 October 1993

FOR THE INTERNATIONAL BOARD  
FOR PLANT GENETIC RESOURCES

Signature:   
Title: DIRECTOR  
Date: 26 October 1993