

AGREEMENT ON THE ESTABLISHMENT OF THE INTERNATIONAL PLANT GENETIC RESOURCES INSTITUTE

Preamble

WHEREAS, the Consultative Group on International Agricultural Research (hereinafter referred to as "CGIAR") is a group of national governments, multilateral aid agencies, private foundations and others that are supporting a number of international research centres for the purpose of improving and increasing agricultural production throughout the developing world;

WHEREAS, the members of the CGIAR in 1974 established the International Board for Plant Genetic Resources (hereinafter referred to as "IBPGR"), as an international entity operating under the aegis of the CGIAR and located in the Food and Agriculture Organization of the United Nations (hereinafter referred to as "FAO"), and also created a Trust Fund in FAO to finance IBPGR through a Letter of Agreement signed by representatives of the Federal Republic of Germany, the Kingdom of the Netherlands, the Kingdom of Sweden and the United Kingdom of Great Britain and Northern Ireland;

WHEREAS, FAO and IBPGR having agreed to their respective roles and responsibilities and their specific areas of collaboration in the field of plant genetic resources, signed a Memorandum of Understanding on programme cooperation on 21 September 1990 setting forth that agreement;

WHEREAS, with the intention of promoting the development and strengthening of plant genetic resources activities worldwide, both within and outside the CGIAR system, the CGIAR has decided to establish an International Plant Genetic Resources Institute (hereinafter referred to as "IPGRI" or "the Institute"), which will assume all the tasks and functions of IBPGR, and succeed IBPGR as the party to the Memorandum of Understanding referred to in the preceding paragraph;

WHEREAS, IPGRI is intended to be an integral part of the CGIAR system;

WHEREAS, the Parties to this Agreement wish to create IPGRI as an independent institution with suitable governance, juridical personality, and appropriate international status, authorities, privileges and immunities and other conditions necessary to enable it to operate effectively towards the attainment of its objectives;

NOW THEREFORE, the Parties signatory hereto agree as follows:

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Article 1 Establishment

There shall be established an independent international organization entitled the "International Plant Genetic Resources Institute" (hereinafter referred to as "IPGRI" or "the Institute") as an integral part of the CGIAR system, 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 19 thereof.

Article 2 Consent to be bound

(i) The consent of a State or of an International Organization to be bound by this Agreement, is expressed through a written notification from a duly authorized representative of that State or of that International Organization that the formalities required by its legislation have been accomplished. Such a consent shall not constitute any obligation whatsoever to provide financial support to IPGRI beyond voluntary contributions. Nor shall such consent imply any responsibility, individually or collectively, for any debts, liabilities or obligations of the Institute.

(ii) This Agreement shall be open for signature by States and International Organizations at the Ministry of Foreign Affairs of the Republic of Italy. It shall remain open for signature for a period of two years from 1 June 1991, unless such period is extended prior to its expiry by the Depositary at the request of the Board of Trustees of IPGRI.

(iii) The Government of the Republic of Italy shall be the Depositary of this Agreement.

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

Article 3 Accession

(i) After the expiration of the period specified in Article 2, paragraph (ii), the present Agreement shall remain open for accession by any State and any International Organization which has the capacity to conclude treaties, contingent upon approval by the Board of Trustees of IPGRI by simple majority.

(ii) An instrument of accession of an International Organization shall contain a declaration that it has the capacity to conclude treaties.

(iii) The instruments of accession shall be deposited with the Depositary of this Agreement.

Article 4 Settlement of Disputes

(i) Any dispute between the Parties concerning the interpretation or application of the present Agreement which cannot be settled amicably, shall be submitted, at the request of any Party to the

dispute, to an arbitral tribunal, composed of three members. Each Party shall appoint one arbitrator and the two arbitrators thus appointed shall together appoint a third arbitrator as their chairperson.

(ii) If one of the Parties fails to appoint its arbitrator and has not proceeded to do so within two months after an invitation from the other Party to make such an appointment, the latter Party may invite the President of the International Court of Justice to make the necessary appointment.

(iii) If the two arbitrators are unable to reach agreement, in the two months following their appointment, on the choice of the third arbitrator, either Party may invite the President of the International Court of Justice to make the necessary appointment.

(iv) In the event of a vacancy in the presidency of the International Court of Justice or of the inability of the President to exercise the functions of the presidency, or in the event that the President should be a national of the party to the dispute, the appointment herein provided for may be made by the vice-president of the court or, failing him, by the senior judge.

(v) Unless the Parties decide otherwise, the tribunal shall determine its own procedure.

(vi) The tribunal shall reach its decision by a majority of votes. Such decision shall be final and binding on the Parties to the dispute.

Article 5 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 state parties to this Agreement that the formalities required by the national legislation of such parties with respect to this Agreement have been accomplished.

(ii) For each State or International Organization notifying that the formalities required have been accomplished, or 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 6 Termination

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

Article 7 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 Plenipotentiaries, being duly authorized by their respective Governments, have signed this Agreement in a single original in the English language.

Done at Rome on 3th October, 1931
For the Government of ITALY *Claustrone*

Done at Rome on
For the Government of KENYA *[Signature]*

Done at Rome on
For the Government of SWITZERLAND F. PIANCA

Done at Rome on
For the Government of DENMARK *[Signature]*

Done at Rome on
For the Government of CHINA *MR GI ENG-OR*

Done at Rome on 9th October, 1932
For the Government of Kingdom of Belgium *[Signature]*

Done at Rome on 9th October, 1932
For the Government of the Arab Republic of Egypt *A. Abood - Naga*

Done at Rome on 9th October, 1932
For the Government of Republic of India *[Signature]*

Done at Rome on 9th October, 1932
For the Government of Republic of Turkey *[Signature]*

Done at Rome on 9th October, 1932
For the Government of Hashemite Kingdom of Jordan *H. A. Nimal*

Done at Rome on 9th December, 1932
For Syrian Arabic Republic *[Signature]*

Done at Rome on 26th March, 1933
For Islamic Republic of Pakistan *Ras [Signature]*

Done at Rome on 26th March, 1933
For Republic of Portugal *[Signature]*

Done at Rome on 26th march, 1993
For Republic of Cyprus

C. S. Scythion

Done at Rome on 26th march, 1993
For Romania

U. Luster

Done at Rome on 26th march, 1993
For Islamic Republic of Iran

P. Karhousi

Done at Rome on 23th april, 1993
For Russian Federation

Done at Rome on 3th december, 1993
For Republic of Cameroon

J. A. AVUK - TAKEM

Done at Rome on 9th december, 1993
For Republic of Chile

J. A. AVUK - TAKEM

Done at Rome on
For

Done at Rome on 9th december, 1993
For Republic of Hungary

J. A. AVUK - TAKEM

Done at Rome on 9th december, 1993
For Hellenic Republic

Done at Rome on 9th december, 1993
For Republic of Poland

J. A. AVUK - TAKEM

Done at Rome on 9th december, 1993
For Republic of Senegal

Done at Rome on 9th december, 1993
For Republic of Bolivia

Done at Rome on 9th december, 1993
For Republic of Uganda

J. A. AVUK - TAKEM

Done at Rome on 15 February 1994
FOR Republic of Ecuador

Done at Roma on 15 February 1994
FOR Republic of Costa Rica

Done at Rome on 15 February 1994
FOR Republic of Ukraine

Done at Rome on 18 may 1994
FOR Burkina Faso

[Handwritten signature]

Hilda Ma. Santisteban M.

[Handwritten signature]

[Handwritten signature] Ablame OUEDRAOGO
Ministère des Relations Extérieures

Done at Rome on 18 may 1994
FOR Islamic Republic of Mauritania

Done at Rome on 18 may 1994
FOR Republic of Ivory Coast

Done at Rome on 18 may 1994
FOR Israel

[Handwritten signature]

Sidi O. CHAICH
LE MINISTRE
DEVELOPPEMENT Rural et
Sako Souleyman
Ambassadeur

[Handwritten signature]

Tyrosia Rinan

Permanent Representative
to the FAO.

Done at Rome on 18 may 1994
FOR Republic of Slovakia

Done at Rome on 18 may 1994
FOR Czech Republic

Done at Rome on 12 may 1994
FOR Republic of Panama

Done at Rome on 12 may 1994
FOR Republic of Benin

Done at Rome on 18 may 1994
FOR Republic of Peru

Done at Rome on 27 may 1994
FOR Kingdom of Morocco

Merina Kadlecikova Permanent Representative
to the FAO.

[Handwritten signature]

charge d'affaires
della Rep. Cecoa

[Handwritten signature]

charge d'affaires

[Handwritten signature]


Directeur Institut
National de Recherche
Agricoles du Benin.

[Handwritten signature]

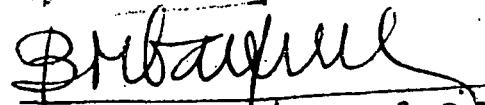
REPRESENTANTE PERMANENTE DEL
PERU ANTE FAO

Z.A. SEBTI
Ambassadeur du
MAROC.

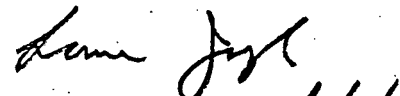
Done at Rome on 31 may 1994
For Republic of Sudan



Done at Rome on 14 October 1994
For Republic of Congo

AMB

Bouaventure NBA
Secrétaire D'Etat

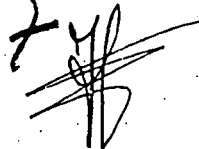
Done at Rome on 20 October 1994
For Australia


Mukendro S. Kukul
Italy.

Done at Rome on 1 december 1994
For Tunisie Salah HAMDI

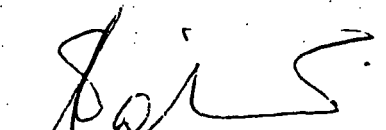


Done at Rome on 7 april 1995
For GUINEA




AHMadou T. TRAORE
AMBassadeur.

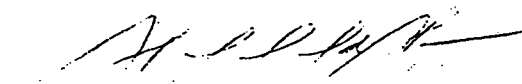
Done at Rome on 5 July 1996
For INDONESIA


AMB. of INDONESIA

Done at Rome on 5 July 1996
For MALAYSIA


Amb. of Mal


Done at Rome on 31 January 1997
For BRAZIL


AMBASSADOR

Done at Rome on 05 March 1997
For ALGERIA

AMBASSADOR

Done at Rome on
For



Done at Rome on
For