

MEMORANDUM OF UNDERSTANDING
and
THE CHARTER

Second Printing
1972

Asian Vegetable Research and Development Center

MEMORANDUM OF UNDERSTANDING

for the Establishment of
The Asian Vegetable Research
and
Development Center

AVRDC

MEMORANDUM OF UNDERSTANDING
FOR THE ESTABLISHMENT OF
THE ASIAN VEGETABLE RESEARCH
AND DEVELOPMENT CENTER

Preamble

In view of the fact that nutritional levels of Asian people are inadequate for lack of essential protein and vitamins, it is deemed necessary to strengthen the supply of plant proteins, minerals and vitamins by promoting the production of vegetables in the region of Asia. To attain this end, major production and marketing problems must be solved through scientific research and efficient application of known techniques to pave the way for an overall increase in the production of vegetables. Since scientific competence in this connection is still inadequate in most parts of the region, however, there is a felt need to establish a vegetable research and development center to promote technical competence for the benefit of the whole region.

Realizing the significance of establishing the aforementioned center for the ultimate purpose of improving the health condition of Asian people through an adequate supply of essential nutrients, views have been exchanged during the past eight years among responsible governmental officials of various countries in the region to reach a very encouraging understanding that all of them are eager to see such a center established at the earliest possible date. Negotiations among parties concerned have proceeded on the most cordial basis

and have reached the point at which it is deemed desirable to record in this Memorandum of Understanding general agreement to the establishment of the center and active participation in the center by countries interested in this common cause.

Proposal

Whereas the Government of the Republic of China will provide an ideal site for the forthcoming center, it is proposed to establish such a center at Shanhua in the neighborhood of Tainan City in the southern part of the Province of Taiwan. The center to be established will be known as the Asian Vegetable Research and Development Center (hereinafter referred to as the "Center") and will carry out its research and development activities in conformity with the following objectives:

1. To conduct research on production and marketing programs and to assist participating countries in developing their own adaptive research programs.
2. To carry out training in production and marketing programs and to assist participating countries in developing more efficient training and marketing programs.
3. To develop and provide basic information on improved production and marketing for use in extension services in participating countries.

Organization

It is proposed that the Center be established as an autonomous, philanthropic, non-profit organization to be administered

by a Board of Directors with members representing:

1. Countries that participate in and make financial contributions to the Center; and
2. Major financing agencies which contribute to the Center.

The Board of Directors will meet at least twice a year to formulate policies for the Center and approve, in principle, general programs and operating budget, and appoint three or five members to form a Technical Advisory Group to help the Director of the Center implement and execute the policies and decisions laid down by the Board of Directors. The Technical Advisory Group will also meet at least twice a year to review technical operations of the Center and render technical assistance in case of necessity.

The Board of Directors will appoint a director for the Center. Two Associate Directors and key officers of the Center will be appointed by the Director of the Center, subject to the approval of the Board of Directors. The Director of the Center, who shall be ex-officio the chairman of the Technical Advisory Group, will directly manage and administer all affairs of the Center in accordance with the policies and decisions of the Board of Directors.

Financing

The total budget of the Center for the first five (5) years is estimated at an amount equivalent to US\$7,500,000 as indicated in the project proposal for the establishment of the Center. Towards this total amount, member countries are expected to make their contributions in conformity with the

percentage shown below in accordance with their respective national regulations and within the limits of their respective annual budgetary appropriations.

Japan indicated its preparedness to cooperate with the Center within the framework of its technical cooperation program, namely, its preparedness to consider sending experts and equipment, if appropriate experts are available. Japan also expressed its readiness to contribute to the Center US\$40,000 in cash for the first year. For the remaining four years, Japan will make its contribution in accordance with its laws and regulations and within the limits of its annual budgetary appropriations.

<u>Participants</u>	<u>Percentage</u>	<u>Amount (US\$)</u>
Japan	as stated above	as stated above
Republic of Korea	5%	375,000
Republic of the Philippines	5%	375,000***
Kingdom of Thailand	5%	375,000
United States of America	40%	3,000,000**
Republic of Vietnam	Symbolic contribution	—
Asian Development Bank and other international financial agencies	10%	750,000****
Republic of China	*	*
Total	100%	7,500,000

*The Republic of China will make up the balance required to ensure a total contribution of US\$7,500,000 (100%), including the use of 116 hectares of land at the site of the Center as long as the Center is there in operation.

**The United States will give sympathetic consideration to a contribution up to 4% of the AVRDC program or US\$100,000, subject to availability of funds.

***With due consideration to its percentage allocation and its previous commitment made on November 10, 1968, the Philippines will endeavor to make its yearly contributions to the limit possible out of its annual budgetary appropriations.

****The Asian Development Bank has agreed to contribute \$1,000 to the center for the first two years of its operation.

Participation in the Center

With a view to embodying this common idea of ours as set forth above for the purpose of promoting the welfare of Asian people, we, the undersigned, hereby agree to participate in the Center by signing this Memorandum of Understanding on behalf of our Governments and agencies respectively in the City of Taipei, the Republic of China on the twenty-second day of May, 1971.

Signatures

For the Asian Development Bank

Signature: _____

Name : S. C. HSIEH

Title : Director, Projects Department

For Japan

Signature: _____

Name : OSAMU ITAGAKI

Title : Ambassador of Japan

For the Republic of Korea

Signature: _____

Name : KIM, KAE WON

Title : Ambassador of R. O. K.

For the Republic of the Philippines

Signature: _____

Name : PELAYO F. LLAMAS

Title : Philippine Ambassador

For the Kingdom of Thailand

Signature: _____

Name : SANONG NISALAK

Title : Ambassador of Thailand

For the United States of America

Signature: _____

Name : WALTER P. McCONAUGHY

Title : American Ambassador

For the Republic of Vietnam

Signature: _____

Name : NGUYEN VAN KIEU

Title : Minister Chargé d'Affaires

For the Republic of China

Signature: _____

Name : CHOW SHU-KAI

Title : Minister of Foreign Affairs

I CERTIFY THAT the foregoing is a true copy of the Memorandum of Understanding for the Establishment of the Asian Vegetable Research and Development Center, done at the City of Taipei in the Republic of China, in a single copy in the English language on the twenty-second day of May, one thousand nine hundred and seventy-one, the signed original of which is deposited with the Government of the Republic of China.

IN TESTIMONY WHEREOF, I, Chow Shu-kai, Minister of Foreign Affairs of the Republic of China, have signed this certificate and affixed the seal of the Ministry of Foreign Affairs, at the City of Taipei, this twenty-fourth day of June, one thousand nine hundred and seventy-one.

Chow Shu-kai
Minister of Foreign Affairs
Republic of China

ADDENDUM
TO
MEMORANDUM
OF
UNDERSTANDING

AVRDC .

ADDENDUM TO MEMORANDUM OF UNDERSTANDING

Relating to Legal Status, Privileges, and Immunities
Asian Vegetable Research and Development Center

Pursuant to the "Memorandum of Understanding" for the establishment of the Asian Vegetable Research and Development Center, signed by the duly authorized representatives of the Government of the Republic of China, and of the countries and organizations associated in this endeavor, the Republic of China hereby recognizes the establishment of the Center as a non-profit, international association, and

Recognizing that the international association which presently consists of other governments and international organizations, has accepted the invitation of the Government of the Republic of China to have its principal office located at Shanhua, in the southern part of Taiwan; and

In order to assist the Center in achieving its objectives to promote the research and development of vegetables for the benefit of Asian peoples, the Government of the Republic of China hereby accords the Center and its operations the following legal status, privileges and immunities in the Republic of China:

- (i) the Center shall enjoy such legal capacity and immunity from legal process as may be necessary for the attainment of its purpose and the exercise of its functions;
- (ii) the premises, property, assets and archives of the

Center shall be inviolable and shall be given, by the authorities of the Republic of China, adequate protection to enable the Center to achieve effectively its purpose and carry out the functions entrusted to it:

- (iii) the Center may import free of duty such equipment and articles as are reasonably required to enable the Center to achieve effectively its purpose and carry out the functions entrusted to it;
- (iv) the Director and such members of the professional staff of the Center as are duly notified by the Director to the appropriate authorities of the Government of the Republic of China shall, if they are not nationals of the Republic of China,
 - (a) be allowed to import free of duty such furniture, vehicles and personal effects as are reasonably required for their personal use and the personal use of members of their families forming part of their households,
 - (b) be exempted from direct taxes imposed by the Government of the Republic of China on their salaries and emoluments received from the Center, and
 - (c) be accorded exemption from immigration restrictions and alien registration requirements, and the same exchange facilities, as are accorded by the Republic of China to the members of the staff of comparable rank of other international organizations; and

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- (v) the Director, members of the professional staff of the Center and representatives on the Board shall, if they are not nationals of the Republic of China, be accorded immunity from legal process in respect of acts performed by them in the course of their duties for the Center.

The Center shall have the right and the duty to waive the immunity of the Director and of any member of the professional staff of the Center in any case where the immunity would impede the course of justice and can be waived without prejudice to the interests of the Center.

This Addendum to the Memorandum of Understanding shall become effective upon signature.

CHOW SHU-KAI

Date: May 22, 1971

I CERTIFY THAT the foregoing is a true copy of the Addendum to the Memorandum of Understanding for the Establishment of the Asian Vegetable Research and Development Center, done at the City of Taipei in the Republic of China, in a single copy in the English language on the twenty-second day of May, one thousand nine hundred and seventy-one, the signed original of which is deposited with the Government of the Republic of China.

IN TESTIMONY WHEREOF, I, Chow Shu-kai, Minister of Foreign Affairs of the Republic of China, have signed this certificate and affixed the seal of the Ministry of Foreign Affairs, at the City of Taipei, this twenty-fourth day of June, one thousand nine hundred and seventy-one.

Chow Shu-kai
Minister of Foreign Affairs
Republic of China

CHARTER
of
The Asian Vegetable Research
and
Development Center

AVRDC

CHARTER
OF THE ASIAN VEGETABLE RESEARCH
AND
DEVELOPMENT CENTER*

Article I

Establishment and Organization

Section 1-The Asian Vegetable Research and Development Center (hereinafter referred to as the "Center") shall be an autonomous, philanthropic, non-profit research and development organization established for the purpose of promoting production, marketing and utilization of vegetables in Asia.

Section 2-The seat of the Center shall be located at Shanhua, about nineteen (19) kilometers north of Tainan City, in the Southern part of Taiwan, the Republic of China.

Section 3-The Center shall have a Board of Directors, a Technical Advisory Group, a Director, two Associate Directors, and such other officers and staff as may be considered necessary.

Section 4-The Center will establish sub-centers and/or experimental farms in member countries as required and as resources permit. The host countries of the sub-centers and/or experimental farms shall provide counterpart and supporting staff, land and facilities necessary for the operation of the sub-centers and/or experimental farms. The Center shall initiate the establishment of at least one sub-center and/or experimental farm to carry out research and development activities pertaining to varieties of vegetables suitable

*As amended in 1971 in accordance with Article X, Section 7 of the Charter.

not only for the tropical zone but also for the temperate zone within one year after the Center is formally founded.

Article II

Membership of the Center

Section 1-Membership shall consist of all the countries/ organizations that have signed the Memorandum of Understanding for the establishment of the Center and have contributed to and participated in the establishment of the Center. Each such member will be entitled to join the Board of Directors.

Section 2-Membership shall also be open to other countries/ organizations that are dedicated to the common cause of the Center, subject to the approval of the Board of Directors by majority vote of the members of the Board. Non-contributing members shall not be voted to become members of the Board of Directors but may participate as observers.

Article III

Objectives of the Center

Section 1-The Center shall pursue any and/or all of the following objectives pertaining to vegetable research and development:

1. To conduct research on production and marketing programs and to assist participating countries in developing their own adaptive research programs.
2. To carry out training in production and marketing

programs and to assist participating countries in developing more efficient training and marketing programs.

3. To develop and provide basic information on improved production and marketing for use in extension projects in participating countries.

Section 2-The Center may also help its member countries promote their vegetable production through the following ways and means:

1. To supply free materials for trial in member countries;
2. To investigate and study problems encountered by member countries in the course of their trials; and
3. To offer other necessary assistance in case of necessity.

Article IV

The Board of Directors

Section 1-The Center shall be guided by a Board of Directors to be composed of members representing:

1. Countries that participate in and make financial contributions to the Center; and
2. Major financing agencies which contribute to the Center.
3. The Director of the Center shall be an ex-officio member of the Board of Directors.

Section 2-The members of the Board of Directors shall serve as such without remuneration from the Center, but the Center may pay them reasonable expenses incurred in attending meetings of the Board.

Section 3-The Board of Directors shall meet at least twice a year in the principal office of the Center or at such places as the Board may determine.

Section 4-The Board of Directors shall have a chairman and a vice-chairman to be selected from among the members of the Board by vote of the members of the Board present at the first meeting of the Board. The chairman and the vice-chairman of the Board of Directors shall have a tenure of office for a period of two years. The chairmanship and the vice-chairmanship will be rotated among the members of the Board of Directors. The Board may create a Financial Committee to be composed of the chairman, vice-chairman, the Director of the Center, and two additional Board members, which may be empowered by the Board to make decisions on its behalf subject to confirmation at the succeeding meeting.

Section 5-A special meeting of the Board of Directors may be called by the chairman or a majority of the members of the Board for a special purpose to be specified in the notice of the meeting.

Section 6-At meetings of the Board of Directors, a majority of the members of the Board shall constitute a quorum for the transaction of business. Except as otherwise provided in this charter, the decisions of the Board of Directors will be made by a majority of the members present and voting.

Section 7-The Board of Directors shall have the following powers and functions:

1. To act as the policy-making body of the Center and lay down or approve in principle its major programs;

2. To approve the budget and review the financial condition of the Center;

3. To review and evaluate the progress reports of the Center as may be submitted by the Director of the Center;

4. To receive financial aid from agencies for the operations of the Center as may be required;

5. To appoint members of the Technical Advisory Group and the Director, and to approve the two Associate Directors of the Center to be nominated by the Director;

6. To delegate any or some of its powers to the Director and the Technical Advisory Group; and

7. To exercise such other powers and to do such acts as may be conducive to the achievement of the objectives of the Center.

Section 8-The Board of Directors shall consider means of ensuring that by the end of the first five years the Center will be able to obtain the financial resources necessary to its continued existence.

Article V

The Technical Advisory Group

Section 1-The Technical Advisory Group shall have three or five members to be appointed by the Board of Directors. The Director of the Center shall be ex-officio the chairman of the Group.

Section 2-The Technical Advisory Group shall have the

duty to assist the Director of the Center in implementing and executing the policies and decisions laid down by the Board of Directors by offering technical advices to the Director of the Center, and exercising the powers and performing the duties as may be delegated to it by the Board.

Section 3-The Technical Advisory Group shall meet twice a year to review the technical aspect of the operations of the Center. Special meetings may be held upon call of its chairman or upon request of a majority of the members of the Group.

Section 4-The members of the Technical Advisory Group shall serve as such without remuneration from the Center, but the Center may pay them reasonable expenses incurred in attending meetings of the Group.

Article VI

The Director of the Center

Section 1-The Director of the Center shall be appointed by the Board of Directors for a period of at least three years and may be reappointed at the discretion of the Board of Directors.

Section 2-The Director shall be the authorized representative of the Center.

Section 3-The Director shall have the following functions:

1. Management, organization and administration of the Center;

2. Preparation of publications to be released under the name of the Center;

3. Coordination with agencies concerned as representative of the Center; and

4. Other functions as may be assigned to him by the Board of Directors.

Section 4-In case of absence or inability of the Director to perform his duties, one of the two Associate Directors shall act for him until the Director is available or a new Director is appointed by the Board of Directors.

Article VII

The Associate Directors

Section 1-The two Associate Directors of the Center shall be nominated by the Director of the Center and approved by the Board of Directors.

Section 2-The two Associate Directors shall assist the Director in handling all affairs of the Center.

Section 3-One of the two Associate Directors shall act for the Director in case of absence or inability of the Director to perform his duties.

Article VIII

Staff

Section 1-All staff of the Center other than the senior officers specified above shall be employed by the Center upon the recommendation of the Director of the Center.

Section 2 -Technical staff of the Center shall be recruited on as wide a geographical basis as possible.

Section 3-All staff, administrative and technical, shall be responsible to the Director and shall be under the general supervision of the Director and the direct supervision of their immediate supervisors.

Article IX

Financing and Auditing

Section 1-Payment of funds committed by participating countries shall be made available to the Center prior to the beginning of each operational year of the Center or according to a payment schedule deemed appropriate by the governments concerned.

Section 2-Donation of funds from countries or international financial agencies may be made available to the Center at any time of the year.

Section 3-The Board of Directors shall arrange outside annual audits of the financial accounts of the Center to ensure that funds are properly used to meet the objectives of the Center.

Article X

Miscellaneous

Section 1-This charter shall enter into force when it is signed by the duly authorized representatives of all participating countries shown in Article XI.

Section 2-The Center may terminate its operation by a resolution of the Board of Directors approved unanimously by all members of the Board of Directors.

Section 3-Withdrawal of participation from the Center by an individual member country shall be communicated in written notice to the Center at least six months prior to the beginning of the next fiscal year.

Section 4-In case the Center terminates its operation as set forth in the foregoing Section 2 of this Article, all buildings, equipment and other assets belonging to the Center and/or the sub-centers will be transferred to appropriate organizations of the host countries upon the concurrence and approval of the Board of Directors and the host countries.

Section 5-The official language of the Center shall be English.

Section 6-The Center shall have an official seal of a circular design on which the name of the Center shall appear.

Section 7-This charter may be amended or modified by unanimous agreement of the Board of Directors.

Article XI

Adoption and Approval

This charter is signed in the City of Taipei, the Republic of China on the twenty-second day of May, 1971 by duly authorized representatives of the following countries/organizations:

For the Asian Development Bank

Signature: _____

Name : S. C. HSIEH

Title : Director, Projects Department

For Japan

Signature: _____

Name : OSAMU ITAGAKI

Title : Ambassador of Japan

For the Republic of Korea

Signature: _____

Name : KIM, KAE WON

Title : Ambassador of R. O. K.

For the Republic of the Philippines

Signature: _____

Name : PELAYO F. LLAMAS

Title : Philippine Ambassador

For the Kingdom of Thailand

Signature: _____

Name : SANONG NISALAK

Title : Ambassador of Thailand

For the United States of America

Signature: _____

Name : WALTER P. McCONAUGHY

Title : American Ambassador

For the Republic of Vietnam

Signature: _____

Name : NGUYEN VAN KIEU

Title : Minister Chargé d'Affaires

For the Republic of China

Signature: _____

Name : CHOW SHU-KAI

Title : Minister of Foreign Affairs

I CERTIFY THAT the foregoing is a true copy of the Charter of the Asian Vegetable Research and Development Center, done at the City of Taipei in the Republic of China, in a single copy in the English language on the twenty-second day of May, one thousand nine hundred and seventy-one, the signed original of which is deposited with the Government of the Republic of China.

IN TESTIMONY WHEREOF, I, Chow Shu-kai, Minister of Foreign Affairs of the Republic of China, have signed this certificate and affixed the seal of the Ministry of Foreign Affairs, at the City of Taipei, this twenty-fourth day of June, one thousand nine hundred and seventy-one.

Chow Shu-kai
Minister of Foreign Affairs
Republic of China