

**AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF
THE PHILIPPINES AND THE INTERNATIONAL PLANT GENETIC
RESOURCES INSTITUTE ACTING IN ADMINISTRATION OF THE
INTERNATIONAL NETWORK FOR THE IMPROVEMENT OF BANANA
AND PLANTAIN RELATING TO THE INIBAP OFFICE FOR ASIA
AND PACIFIC**

PREAMBLE

Whereas, the Republic of the Philippines is a State Party to the Agreement for the Establishment of the International Network for the Improvement of Banana and Plantain (INIBAP) signed in Paris on 27 October 1988 by the Philippines, Belgium, France and Colombia, and which entered into force and effect on 25 August 1990;

Whereas, on 01 January 1991, INIBAP was admitted by the Consultative Group on International Agricultural Research (CGIAR) as part of CGIAR's network of international agricultural research institutes, qualifying INIBAP as an institute working in an innovative mode;

Whereas, on 09 October 1991 an international organization with the mandate to advance the conservation and use of plant genetic resources for the benefit of present and future generations (not just for a specific commodity like banana) was set up through an Agreement for the Establishment of the International Plant Genetic Resources Institute (IPGRI) and this organization was admitted upon its creation as an institute of the CGIAR; the Philippines is still in the process of completing its requirement for accession to this IPGRI Agreement;

Whereas, upon encouragement of the CGIAR Board of Trustees and the decision of the INIBAP Support Group and Board of Trustees, INIBAP was bought under the governance and administration of the IPGRI through a Memorandum of Understanding on the Operation of INIBAP signed on 22 May 1994 in New Delhi, India, by the representatives of both INIBAP and IPGRI, which MOU established a framework for the integration of the INIBAP programme into IPGRI;

Whereas, the Government of the Philippines closely collaborates with INIBAP (as an IPGRI programme) through the Philippine Council for Agriculture, Forestry and Resources Research and Development (PCARRD) pursuant to a Memorandum of Understanding signed by PCARRD and INIBAP on 27 April 1989, in Montpellier, France, laying out the framework of collaboration between the two institutions;

Whereas, to accomplish IPGRI's purposes more effectively in the Asia Pacific region, in accordance with Article 3 (2) of the INIBAP Agreement which provides that the organization may establish regional offices responsible for coordinating its activities at the regional level, IPGRI in administration of INIBAP as a Programme desires to establish and operate an INIBAP Office for Asia and Pacific in the Philippines;

Whereas, the Government of the Philippines, on the other hand, wishes to host and facilitate the effective discharge of the functions of this regional office:

Now, therefore, the Government of the Philippines and the IPGRI Board of Trustees, acting in administration of the INIBAP programme, have agreed as follows:

ARTICLE I

Definitions

Section 1. In this Agreement:

- (a) "Government" means the government of the Republic of the Philippines;
- (b) "Laws of the Philippines" include the Philippine Constitution, legislative acts, decrees, executive orders, rules and regulations issued by or under the authority of the Government or appropriate Philippine authorities;
- (c) "Appropriate Philippine authorities" means such national or other authorities of the Philippines as may be appropriate in the context of and in accordance with the laws and customs applicable in the Philippines;
- (d) "PCARRD" means the Philippine Council for Agriculture, Forestry and Resources Research and Development;
- (e) "CGIAR" means the Consultative Group on International Agricultural Research Institutes;
- (f) "IPGRI" means the International Plant Genetic Resources Institute;
- (g) "INIBAP" means the International Network for the Improvement of Banana and Plantain, which is one of the IPGRI programmes;
- (h) "INIBAP-ASP" means the office of the INIBAP Programme of the IPGRI for Asia and Pacific, located in Los Banos, Laguna and/or other places in the Philippines as may be agreed upon;
- (i) "Premises" means the area occupied by the INIBAP-ASP including any buildings which may be constructed therein or owned, leased, loaned or otherwise at the disposal of the IPGRI for the purpose of the establishment and operation of the INIBAP-ASP and its support facilities;
- (j) "Property" means all property including funds and assets belonging to IPGRI and INIBAP-ASP or held or administered by the IPGRI in furtherance of its constitutional functions relating to the administration of the INIBAP-ASP, including all income of the IPGRI derived from whatever source or arrangements like endowment, trust, bail, pledge or otherwise pursuant to its Charter;
- (k) "Archives of the INIBAP-ASP" means the records and correspondence, documents, manuscripts, still and motion pictures, films, video and sound recordings, and computerized data belonging to the IPGRI or held by it in : administration of the INIBAP-ASP;
- (l) "Board of Trustees" means the Board of Trustees of the IPGRI; (m) "Director General" means the Director General of IPGRI;

(n) "Director of INIBAP" means the Director of the INIBAP Programme of the IPGRI;

(o) "Regional Coordinator" means the Senior Official designated by the IPGRI in pursuance of the INIBAP programme to be its representative in the Philippines and head of the INIBAP-ASP or otherwise responsible for or in charge of the performance of these functions;

(p) "Officials of the INIBAP-ASP" means the Board of Trustees, the Director General, the Director of INIBAP, the Regional Coordinator and all the staff members of the IPGRI who are at any time working with the INIBAP-ASP, other than locally hired staff members; it includes the consultants contracted by the IPGRI to work for or under the coordination of the INIBAP-ASP as well as persons seconded or detailed thereto by governments and international organizations as accepted by the IPGRI Board of Trustees;

(q) "Dependent members of the family" means the legal spouse and the unmarried minor children of an official of the INIBAP-ASP, including: stepchildren and legally adopted children under the age of 18; children, stepchildren and legally adopted children of any age who are mentally or physically incapacitated, totally dependent on and living with the official; and children, stepchildren, and legally adopted children up to the age of 25 who are pursuing full time university education in the Philippines, are not receiving any kind of compensation or emolument from any kind of work or employment in the - Philippines, and are totally dependent on the official for support.

ARTICLE II

Juridical Personality and Organization

Section 2. IPGRI, acting in administration of the INIBAP-ASP, and only on matters pertaining to INIBAP, shall have within Philippine territory the capacity to engage in activities for which INIBAP has been established, to contract, to institute legal proceedings 'in behalf of INIBAP-ASP, and to acquire and dispose of movable and immovable property, subject to the pertinent laws of the Philippines, specially on the acquisition, transfer, or conveyance of alienable lands of the public domain and private lands.

Section 3. As such, the IPGRI is authorized to establish INIBAP-ASP in Los Banos, Laguna and other places in the Philippines as may be agreed upon with the appropriate Philippine authority;

Section 4. Any building outside Los Banos, Laguna which may be used with the agreement of the Government for any of the goals of the INIBAP shall be deemed part of the premises of INIBAP-ASP. For the purposes of giving the agreement of the Government in this particular provision, PCARRD shall be the appropriate Philippine authority.

Section 5. The INIBAP-ASP shall conduct research, training and other programmes in accordance with the mandates of both IPGRJ and INIBAP, and in close coordination with PCARRD;

Section 6. The INIBAP-ASP shall be headed by a Regional Coordinator who is directly responsible to the Director of INIBAP and shall be staffed by such other personnel as may be appointed by the IPGRJ either as international or locally hired staff.

ARTICLE III

The Premises

Section 7. The Government shall use its best efforts to ensure that the INIBAP-ASP is in a position to establish suitable premises and to obtain the use of such premises on favorable conditions.

Section 8. To enable the INIBAP-ASP to carry out its functions smoothly, the Government shall take such measures as may be practicable to ensure that the necessary public services are provided at the premises. In particular, if there is an interruption in such services, the INIBAP-ASP shall be accorded the same treatment as essential agencies of the Government.

Section 9. The Government shall not dispose of all or any part of the premises without the consent of the IPGRI acting in administration of the INIBAP. The IPGRI, in turn, shall not unreasonably withhold its consent to such disposal which shall be subject to the laws of the Philippines, specifically on eminent domain and expropriation.

Section 10. The INIBAP-ASP shall be responsible for the operation, maintenance and support of the premises, unless by agreement such are provided for by Government.

Section 11. The laws of the Philippines shall apply within the premises and the Courts of the Philippines shall have jurisdiction over acts done in the premises, except as otherwise provided in this or subsequent agreements between the Government and the IPGRI acting in administration of the INIBAP.

ARTICLE IV

Immunities and Privileges

A. Purpose of Immunities and Privileges

Section 12. The immunities and privileges provided for in this Agreement are not intended for the personal benefit of the officials of the INIBAP-ASP or the dependent members of their respective families, but are accorded to ensure in all circumstances the free operations of said regional office.

Section 13. The Regional Coordinator shall have the right and duty to waive the immunity of the INIBAP-ASP or of an official thereof whenever, in his or her opinion, the immunity would impede the normal course of justice and can be waived without prejudice to the purpose for which the immunities have been granted.

Section 14. The INIBAP-ASP and all persons enjoying the immunities and privileges under this Agreement shall cooperate at all times with the appropriate Philippine authorities to facilitate the proper administration of justice, secure the observance of police regulations, and prevent the occurrence of any abuses in connection with the immunities and privileges conferred by this Agreement.. Such persons enjoying the immunities and privileges herein provided also have the obligation to respect the laws of the Philippines and not to interfere in its internal affairs.

B. Protection and Inviolability of the Premises

Section 15. The appropriate Philippine authorities shall take such action as may be practicable to ensure the security and tranquillity of the premises.

Section 16. The premises shall be inviolable. No officer or official of the Government or other person exercising any public authority within the Government shall enter the premises to perform any duties therein except with the consent of the Regional Coordinator. However, in the event of natural calamity, fire or other emergency requiring immediate action in the interest of public safety, or when action is needed with respect to criminal acts that have been committed and that are not connected with the official activities of the INIBAP-ASP, the consent of the Regional Coordinator shall be presumed.

Section 17. The Regional Coordinator shall prevent the premises from being used as refuge by persons seeking to avoid arrest under any law of the Philippines, who are being sought for extradition to another country, or who are endeavoring to avoid the service of legal process.

C. Immunity from Legal Process

Section 18. The INIBAP-ASP shall enjoy immunity from any penal, civil, administrative or any other proceedings, except insofar as that immunity has been expressly waived by the Regional Coordinator. Waiver of such immunity shall not be held to imply waiver of immunity in respect of execution of a judgment, for which a separate waiver shall be necessary.

Section 19. The property and premises of the INIBAP-ASP as well as its archives, wherever located and by whomsoever held, shall be inviolable. Except with the consent of the Regional Coordinator, they shall be immune from search, attachment, requisition, confiscation, expropriation and any other form of interference whatever its nature or origin.

Section 20. The Officials of the INIBAP-ASP shall enjoy immunity from legal process, including arrest and detention, in respect of words spoken or written and acts performed in their official capacity, except where such immunity is waived by IPGRI with regard to its Board of Trustees, Director-General, Director of INIBAP, and the Regional Coordinator, or by the Regional Coordinator with regard to all other cases. This provision, however, will not relieve any person from liability for any damage arising from any criminal act, gross negligence or fraudulent act.

Section 21. In view of these immunities from legal processes, the IPGRI and INIBAP-ASP shall make provisions for the appropriate modes of settlement of, and shall take measures to adequately meet claims from: disputes with the INIBAP-ASP staff; disputes of a private law character arising from contracts or other transactions to which the INIBAP-ASP is a party; and disputes of anon-contractual nature.

D. Freedom from Taxation

Section 22. For carrying out the IPGRI and INIBAP mandates, the IPGRJ in respect of the INIBAP-ASP in the Philippines, its property, archives and operations including loans, grants, endowments, bequests and contributions, shall be exempt from all forms of direct taxation. The IPGRJ through INIBAP-ASP shall also be exempt from indirect taxes when it is making important purchases for the official use of the INIBAP-ASP of property on which such duties and taxes are normally chargeable.