

May 19, 1995

AGREEMENT RECOGNIZING THE INTERNATIONAL LEGAL PERSONALITY OF THE INTERNATIONAL RICE RESEARCH INSTITUTE (IRRI)

WHEREAS, on December 9, 1959, the Government of the Philippines signed a Memorandum of Understanding with the Ford and Rockefeller Foundations to establish the International Rice Research Institute (hereinafter referred to as the "Institute") at Los Baños, Laguna, Philippines, as an autonomous philanthropic, tax-free, non-profit, non-stock organization to carry out, among others, research on the rice plant and on all phases of rice production;

WHEREAS, since 1972, the Institute has been one of the international research centers primarily supported by the Consultative Group on International Agricultural Research (CGIAR), an informal association of national governments, international organizations and private institutions co-sponsored by the world Bank, the Food and Agriculture Organization (FAO), and the United Nations Development Programme (UNDP);

WHEREAS, CGIAR supports a network of international agricultural research centers for the purpose of undertaking strategic and applied research to enhance sustainable agricultural production and insure resource conservation and environmental protection throughout the developing world;

WHEREAS, the Institute has, for more than thirty (30) years contributed to the international community, among others, by developing improved rice plant varieties and associated technology for higher yields;

WHEREAS, in pursuit of cooperative linkages, the Institute has entered into agreements with many rice-growing countries under which rights and privileges were granted to the Institute to facilitate collaborative rice research and training activities;

WHEREAS, it is to the benefit of the rice producing and consuming peoples of the world that the Institute be provided with the status and characteristics appropriate to its international mandate, its international sources of financing, its international operations and the international character of its Board of Trustees and staff, so that it may more effectively pursue its international activities;

NOW, THEREFORE, the Parties to this Agreement hereby agree, as follows:

**ARTICLE I
RECOGNITION OF INTERNATIONAL STATUS**

1. The status of the Institute as an international organization is hereby recognized. The Institute shall have a juridical personality and, in the pursuit of its goals and objectives, consistent with the laws and

regulations of the Parties to this Agreement, operate in accordance with its Charter, as appended hereto.

2. In order to fulfill its purpose, the Institute may cooperate and/or conclude agreements or arrangements with governments and/or organizations.

ARTICLE II FORMS OF CONSENT

1. This Agreement shall be open for signature by states and eligible international organizations for a period of one year from the date of execution hereof. Thereafter this Agreement shall be open to accession by any state or eligible international organization.

2. Subject to the internal legal requirements of a signatory Party, consent to this Agreement may be made in the form of signature, ratification, or accession.

ARTICLE III LIMITATIONS

1. This Agreement shall be strictly limited to bestowing international status upon the Institute as provided for in Section 1, Article I, and shall not bind any Party to automatically grant to the Institute any privileges and/or immunities. However, this Agreement may serve as legal basis for the grant of such privileges and immunities to the Institute, as stated in Section 4 below.

2. This Agreement shall not oblige any of the Parties to provide any form of financial contribution or support to the Institute, except that which may be voluntary in nature and character; nor shall it constitute an obligation upon any of

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3. This Agreement shall not affect any existing right, obligation, concession or interest granted to the Institute nor the sovereign prerogative of the Party granting such right, obligation, concession or interest to repeal, amend, or otherwise, modify the same. Where such right, obligation, concession or interest is acquired by virtue of an agreement, modifications or amendments shall be made hi accordance with said agreement.

4. By virtue of its international legal personality, the Institute may enter into other agreements with states, including the host country, for the purpose of acquiring additional rights and privileges as may be necessary and useful to further its objectives, consistent with the applicable laws and regulations of such states.

ARTICLE IV DEPOSIT

The Department of Foreign Affairs of the Republic of the Philippines shall be the Depositary of this Agreement, as well as of the instruments of ratification or of accession.

ARTICLE V ENTRY INTO FORCE

1. This Agreement shall enter into force on the date on which at least three governments, including that of the host country, have consented to it.

2. With respect to ratifying or acceding Parties, this Agreement shall become effective on die date of deposit of the instrument of ratification or of accession.

**ARTICLE VI
AMENDMENTS**

Any Party may propose an amendment to this Agreement. The amendment shall take effect upon the approval of a majority of the Parties, including the host country.

**ARTICLE VII
WITHDRAWAL**

After this Agreement has entered into force, a Party may voluntarily withdraw by giving a written notice of withdrawal to the Depository Government. The withdrawal shall become effective one year after the notice is received.

**ARTICLE VIII
DISSOLUTION**

This Agreement shall lapse once the Institute has been dissolved or when, as a result of withdrawals, only less than three (3) countries remain as Parties.

**ARTICLE IX
TEXT OF AGREEMENT**

The authentic text of this Agreement shall be in English.

IN WITNESS WHEREOF, the undersigned, endowed with full powers, have signed this Agreement.

Done this 19th day of May, 1995, Manila, Philippines.

For the Government of the Republic of the Philippines (Sgd.)
DOMINGO L. SIAZON, JR.
Acting Secretary of Foreign Affairs

For the Government of the People's Republic of Bangladesh (Sgd.)
MR. MOHAMMAD KHAIRUZZAMAN
Charge d'Affaires

For the Government of the Kingdom of Bhutan (Sgd.)
H.E. LYONPO TASHI TOBGYEL
Ambassador Extraordinary and Plenipotentiary

For the Government of the Republic of Cuba (Sgd.)
LIC. TERESITA FERNANDEZDIAZ
Charge d'Affaires, a.i.

- For the Government of the Kingdom of Denmark **(Sgd.)**
**H.E. BJARNE
BLADBJERG**
Ambassador Extraordinary
and Plenipotentiary
- For the Government of the Republic of Indonesia **(Sgd.)**
H. E. PIETER DAMANIK
Ambassador Extraordinary
and
Plenipotentiary
- For the Government of the Republic of Iraq **H. E. NEAMA FARIS
HUSSEIN**
Ambassador Extraordinary
and Plenipotentiary
- For the Government of the Lao People's Democratic Republic **(Sgd.)**
DR. HATSADONG
Chief, Agriculture and
Forestry Service
Ministry for Agriculture and
Forestry
- For the Government of the Russian Federation **(Sgd.)**
**H. E. VITALY B.
KOUTCHOUK**
Ambassador Extraordinary
and Plenipotentiary
- For the Government of the Socialist Republic of Vietnam **(Sgd.)**
H. E. VU QUANG DIEM
Ambassador Extraordinary
and Plenipotentiary
- For the Government of Papua New Guinea **(Sgd.)**
**H. E. James L. P.
Pokasui**
Ambassador Extraordinary
and Plenipotentiary
- For the Government of the Islamic Republic of Iran **(Sgd.)**
**H. E. ABDULAZIM
HASHEMI NIK**
Ambassador Extraordinary
and Plenipotentiary
14 June 1995