



**AGREEMENT FOR THE ESTABLISHMENT OF A
CENTRE ON INTEGRATED RURAL DEVELOPMENT
FOR ASIA AND THE PACIFIC**



**CONFERENCE OF PLENIPOTENTIARIES OF THE ESTABLISHMENT OF A CENTRE
ON INTEGRATED RURAL DEVELOPMENT FOR
ASIA AND THE PACIFIC**

Kuala Lumpur, Malaysia, 29 July 1978

FINAL ACT

1. Considering the wish expressed by States in Asia and the Pacific Region at a government consultation held in Bangkok, Thailand, in March 1976 that a centre on integrated rural development be established for that Region, and also considering the urgent need to promote integrated rural development in the Region, the Director-General of the Food and Agriculture Organization of the United Nations called a Conference of Plenipotentiaries to adopt an Agreement for the Establishment of a Centre on Integrated Rural Development for Asia and the Pacific.
2. The Conference of Plenipotentiaries on the Establishment of a Centre on Integrated Rural Development for Asia and the Pacific was held in Kuala Lumpur, Malaysia, on 29 July 1978.
3. The Governments of the following thirteen States were represented: Bangladesh, India, Indonesia, Korea (Rep. of), Lao, Malaysia, Nepal, Pakistan, Papua New Guinea, Philippines, Sri Lanka, Thailand and Vietnam.
4. The Governments of the following four States were represented by observers: Australia, Bhutan, New Zealand, United States of America.
5. The Conference elected Jose P. Leviste Jr. (Philippines) as President of the Conference and G.V.K. Rao (India) as Vice-President.
6. The Conference set up a Credentials Committee composed of Nepal, Papua New Guinea and Vietnam.
7. In his capacity as Secretary General of the Conference, the Director-General of the Food and Agriculture Organization of the United Nations was represented by Mr. D.L. Umali, Assistant Director-General and Regional Representative for Asia and the Far East.

8. The Conference had before it a draft agreement prepared by the Secretariat of the Food and Agriculture Organization of the United Nations.
9. On the basis of its deliberations, the Conference adopted the Agreement reproduced as Annex 1 to this Final Act, which Agreement was opened for signature on 1 August 1978.
10. The Conference also adopted the Resolution reproduced as Annex 2 to this Final Act.

IN WITNESS WHEREOF, the following representatives have signed this Final Act:

| | |
|--------------------------------|------------------------------------|
| FOR BANGLADESH | Korshed ALAM |
| FOR INDIA | G.V.K. RAO |
| FOR INDONESIA | Salmon PADMANAGARA |
| FOR KOREA (Republic of) | SANGJIN CHYUN |
| FOR LAO | K. SAYAKONE |
| FOR MALAYSIA | DATO' ISHAK BIN PATEH AKHIR |
| FOR NEPAL | B.B. KHADKA |
| FOR PAKISTAN | KHAWAJA MUHAMMAD SAFDAR |
| FOR PAPUA NEW GUINEA | ----- |
| FOR PHILIPPINES | Jose' P. LEVISTE Jr. |
| FOR SRI LANKA | ----- |
| FOR THAILAND | K. DEVAHASTIN |
| FOR VIETNAM | LE DUY TRINH |

Certified true copy of the Final Act of the Conference of Plenipotentiaries on the Establishment of a Centre on Integrated Rural Development for Asia and the Pacific held in Kuala Lumpur, Malaysia, on 29 July 1978, and of the following Annexes thereto.

Annex 1. Agreement for the Establishment of a Centre on Integrated Rural Development for Asia and the Pacific

Annex 2. Resolution adopted by the Conference

Rome:

Director-General, Food and Agriculture Organization of the United Nations

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* The Agreement has been printed in December 1999 after incorporating all the amendments made upto December 1999.

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AGREEMENT FOR THE ESTABLISHMENT OF A CENTRE ON INTEGRATED RURAL DEVELOPMENT FOR ASIA AND THE PACIFIC

PREAMBLE

The Contracting Parties,

Recognizing that most of the countries in the Asia and Pacific Region have initiated rural development programmes of various kinds and are in the process of adopting an integrated approach to the planning and implementation of those programmes;

Realizing that the promotion and success of such integrated rural development programmes can be greatly facilitated through regional cooperation in the establishment of national institutions and through cooperation with such institutions; and

Considering that the said cooperation can best be achieved through the establishment of an intergovernmental Centre carrying out its activities in collaboration with countries, organizations and agencies that may be able to provide financial or technical support;

Have agreed as follows:

ARTICLE I

Establishment, Objectives and Functions

1. The Contracting Parties hereby establish a Centre on Integrated Rural Development for Asia and the Pacific (hereinafter referred to as “the Centre”), with the objectives and functions set out below.
2. The objectives of the Centre shall be:
 - (a) to assist national action and to promote regional cooperation relating to integrated rural development through a network of national institutions in Member States (hereinafter referred to as “the national IRD centres”) in the Asia and the Pacific Region (hereinafter referred to as “the Region”),* with the

* In this Agreement, reference to “national IRD centres” shall not be interpreted as precluding a federal state from making such arrangements as may be appropriate in the light of its constitutional structure. This interpretative note shall be part of the Agreement.

aim, in particular, of improving the production, income and living conditions of small-scale farmers and other needy rural groups, and of encouraging their participation in social and economic life; and

- (b) to act as a servicing institution for its Member States with respect to integrated rural development, by providing them with technical support, by fostering the exchange of ideas and experience and by encouraging such joint or collaborative activities as may benefit those States individually or collectively.
3. For the achievement of its objectives, the Centre shall;
- (a) conduct, where appropriate through the national IRD centres, promote or assist research on various aspects of integrated rural development in the Region, with emphasis on alternative approaches leading to more effective field-action programmes;
 - (b) hold consultative conferences or other meetings enabling national decision-makers, research-workers, planners and executives to exchange ideas and experience on integrated rural development and to identify areas in which joint collaborative efforts would be for the mutual benefit of Member States;
 - (c) organize training courses in the planning, implementation and evaluation of programmes for integrated rural development, and assist the national IRD centres in conducting their own training courses and workshops;
 - (d) provide other technical support to national IRD centres, and maintain liaison with such centres and with national or international organizations or agencies concerned with integrated rural development;
 - (e) serve as a clearing house and data bank for information on integrated rural development in the Region, and promote the dissemination of information through publications and the preparation of documentation, including the translation of significant publications on integrated rural development; and
 - (f) perform such other functions as may be necessary or useful for the attainment of its objectives.

ARTICLE II

Seat

The seat of the Centre shall be in the People's Republic of Bangladesh, hereinafter referred to as "the host State".

ARTICLE III

Membership

1. The Members of the Centre shall be:
 - (a) those States specified in Annex I to this Agreement which ratify or accede to this Agreement in accordance with Article XII. 1, 3 and 4; and
 - (b) those States not specified in Annex I which are admitted to membership in accordance with Article XII.5.
2. Any State which desires to become a Member of the Centre shall designate, as soon as possible, a national institution as its national IRD centre, which shall form part of the regional network referred to in Article 1.2(a).
3. To foster the cooperation and participation of national institutions concerned with rural development, each State shall, as soon as possible after it has become a Member of the Centre, organize a national committee or other body to provide advice and assistance to its national IRD centre.
- “4. Any State desiring to become an Associate Member of the Centre, may be admitted as such, in accordance with procedure laid down in Article XII.5 of this Agreement.”
- “5. The following terms and conditions shall apply for the Associate Members:
 - (a) Only after paying the entire contribution as specified under Article IX.3(a) and (b) and Article IX.6 they shall become regular members;
 - (b) From the day the first year’s payment is made as specified under Article IX.6, they shall be called Associate Members of CIRDAP.
 - (c) They shall be invited to all the mandatory meetings of CIRDAP, such as GC, EC and TC meetings. However, in these mandatory meetings, they can only participate without any voting right. They can contest for Chairperson of the Council/Committee only after becoming regular members;
 - (d) As Associate Members they shall be brought within the ambit of CIRDAP activities and invited for all workshops, seminars, training programmes, etc.;
 - (e) Projects/Programmes will be taken up in Associate Member countries;
 - (f) Each of the Associate Members shall designate a Link Institution and a Contact Ministry, to be recognised by CIRDAP as “Associate Link Institution” and “Associate Contact Ministry” respectively until they become full members. Associate Link Institution shall have the representation in the Technical Committee.
 - (g) Preference shall be given to the Associate Member countries while drawing consultants/experts, etc. in relation to non-Member countries.”

ARTICLE IV

The Governing Council

1. The Centre shall have Governing Council consisting of all Member States.
2. The Governing Council shall hold a regular session once every two years at such time and place as it shall determine. The Governing Council may hold special sessions if it so decides or if they are convened by the Director General of the Centre at the request of one third of the Member States.
3. The Governing Council shall elect its officers and adopt its own Rules of Procedure. Each Member State shall have one vote. Except as otherwise expressly provided in this Agreement, all decisions of the Governing Council shall be taken by a simple majority of the votes cast. A simple majority of the Member States shall constitute a quorum.
4. Non-member States, organizations and agencies that are able to make a significant contribution to the activities of the Centre shall, in accordance with the Rules of Procedure adopted under paragraph 3, be invited to be represented at sessions of the Governing Council as observers.

ARTICLE V

Functions of the Governing Council

1. The functions of the Governing Council shall be to:
 - (a) determine the policy of the Centre and approve its programme of work and its budget;
 - (b) determine the contributions of Member States as provided in Article IX. 3 and 4;
 - (c) review the report on the work of the Centre and the audited accounts referred to in Article VIII. 3(a);
 - (d) adopt the Financial Regulations of the Centre;
 - (e) select the State and any agency or organization which may be represented on the Technical Committee in accordance with Article VII.1(a) and (f), and appoint the Director General of the Centre;

Note: First amendment to Section 1 of Article V was approved by the CIRDAP Governing Council during its Sixth Regular Meeting held in Islamabad, Pakistan on 9-10 December 1987. Amendment to Section 1 and Section 2 of Article V were approved by the CIRDAP Governing Council during its Seventh Regular Meeting held in Hanoi, Vietnam on 7-8 December 1989. Further amendments to Section 1 of Article V were approved at the Twelfth Regular Meeting of the Governing Council held in Bagan, Myanmar on 3-5 December 1999. The amended version is printed.

- (f) admit States to membership in accordance with Article XII.5;
 - (g) adopt amendments to this Agreement in accordance with Article XIII;
 - (h) establish sub-regional offices or representations which are considered necessary to achieve and fulfill the objectives and functions of the Centre;
 - (i) approve formal arrangements with other organizations or agencies, referred to in Article XI, and with governments, including any headquarters agreement concluded between the Centre, a sub-regional office or representation and the State in which the seat of the Centre/sub-regional office/representation is situated;
 - (j) set up, under its supervision, such subsidiary bodies as may be necessary or useful for the performance of the functions of the Centre;
 - (k) approve the conditions of employment of the staff; and
 - (l) perform all other functions that have been entrusted to it by this Agreement or that are necessary or useful to carry out the Centre's activities.
2. The Governing Council may, within the limits determined by it, delegate to the Executive Committee such of the functions referred to in paragraphs 1(i), (j) and (k) as it may decide.

ARTICLE VI

The Executive Committee

1. The Centre shall have an Executive Committee consisting of all Member States.
2. A State shall cease to be a member of the Executive Committee when it gives notice of withdrawal from the Centre.
3. The Executive Committee shall meet at least once a year at such time as it shall determine. Special sessions of the Executive Committee may be convened at the request of the Chairman of the Executive Committee or of a majority of its members. Sessions of the Executive Committee shall normally be held at the seat of the Centre.
4. At the annual session provided for in paragraph 3 of this Article, the Executive Committee shall elect a Chairman and any other officers from among its members, who shall hold office until the next annual session. The Executive Committee shall adopt its own Rules of Procedure. All decisions shall be taken by a simple majority of the votes cast. A simple majority of the members shall constitute a quorum. The

Note: Amendment to Article VI was approved by the CIRDAP Governing Council during its Seventh Regular Meeting held in Hanoi, Vietnam on 7-8 December 1989. The amended version is printed.

Governing Council may establish rules whereby the Executive Committee may be consulted by correspondence, or other rapid means of communication, if matters of exceptional urgency requiring action by the Committee should arise between two of the Committee's sessions.

5. The Executive Committee shall :
 - (a) review the activities of the Centre;
 - (b) make recommendations to the Governing Council on any matters relevant to the council's functions;
 - (c) give guidance to the Director General of the Centre on the implementation of the policy and decisions adopted by the Governing Council;
 - (d) lay down general standards and guidelines for the management and development of the Centre;
 - (e) adopt rules governing the arbitration of disputes referred to in Article X. 4; and
 - (f) carry out any other functions entrusted to it by this Agreement, or delegated to it by the Governing Council pursuant to Article V.2.
6. At each session, the Executive Committee shall adopt a report, which shall be submitted to the Governing Council.

ARTICLE VII

The Technical Committee

1. The Centre shall have a Technical Committee. The Technical Committee shall include the members listed in sub-paragraphs (a) to (e) below, and may also include those listed in sub-paragraphs (f) to (h) below if the Governing Council so decides:
 - (a) Two/three representatives of States selected by the Governing Council, which have contributed financially to the activities of the Centre and is not a Member of the Centre;
 - (b) the heads of all national IRD centres designated in accordance with Article III.2 or the representatives of such heads;
 - (c) the Director-General of the Food and Agriculture Organization of the United Nations (FAO), or his representative;
 - (d) the Director General of the Centre;

Note: Amendment to Article VII was approved by the CIRDAP Governing Council during its Sixth Regular Meeting held in Islamabad, Pakistan on 9-10 December 1987. Further amendments to this Article were approved in the Twelfth Regular Meeting of the Governing Council held in Bagan, Myanmar on 3-5 December 1999. The amended version is printed.

- (e) a person chosen by the Executive Secretary of ESCAP;
 - (f) two/three representatives of agencies or organizations, selected by the Governing Council, which have contributed financially to the activities of the Centre;
 - (g) an expert of outstanding professional eminence in integrated rural development, appointed by the Director General of the Centre in consultation with the Executive Committee; and
 - (h) Representatives of two/three renowned professional institutions in the Asia-Pacific region appointed by the Director General of the Centre in consultation with the Executive Committee.
2. The Technical Committee shall hold a regular session once a year. Special sessions may be convened by the Director General of the Centre.
 3. For the purpose of paragraph 1 (a) and (f), a different State and a different agency or organization, may be selected for each year of the biennium following a regular session of the Governing Council. The expert referred to in paragraph 1 (g) shall be appointed or reappointed every two years.
 4. The Technical Committee shall, at each session, elect a Chairman from among its members.
 5. The travel and subsistence expenses of the members, when attending sessions of the Technical Committee, shall be borne by the Centre.
 6. The Technical Committee shall give advice on:
 - (a) the technical aspects and the funding of the activities and programmes of the Centre;
 - (b) the inter-relation and coordination of the activities and programmes carried out by the Centre or under its auspices; and
 - (c) any other technical question referred to it by the Governing Council, the Executive Committee or the Director General of the Centre.
 7. A report on the deliberations and conclusions of the Technical Committee, which shall be prepared by its Chairman, shall be transmitted, through the Director General of the Centre, to the Executive Committee and to the Governing Council.

ARTICLE VIII

The Director General and Staff

1. The Centre shall have a Director General appointed by the Governing Council on such conditions as it may determine. He shall be appointed for a term of four years.
2. The Director General shall be the legal representative of the Centre. He shall direct the work of the Centre in accordance with the policy and decisions adopted by the Governing Council, and under the guidance of the Executive Committee.
3. The Director General shall, through the Executive Committee, submit to the Governing Council at each regular session:
 - (a) a report on the work of the Centre, as well as the audited accounts; and
 - (b) a draft programme of work of the Centre and a draft budget.
4. The Director General shall convene the sessions of the Governing Council, the Executive Committee and the Technical Committee, and all other meetings of the Centre. He shall provide the secretariat for such meetings, and shall have the right to participate in these meetings.
5. The Director General shall be assisted by a Deputy Director General, appointed by the Director General with approval of the Executive Committee. If and for so long as the Director General should be unable to perform his duties, the Deputy Director General shall have the powers and duties entrusted to the Director General under this Agreement.
6. The Deputy Director General and the other staff members of the Centre shall be appointed by the Director General in accordance with the policy laid down by the Governing Council and the general standards and guidelines laid down by the Executive Committee. In appointing the staff of the Centre, the Director General shall ensure the highest standards of efficiency, professional competence and integrity. In appointing staff of the posts at levels to be determined by the Executive Committee, the Director General shall also pay due regard to the importance of selecting personnel recruited from Member States of the Centre on as wide a geographical basis as possible.
7. The staff of the Centre shall be responsible to the Director General. They shall not seek or receive instructions in regard to the performance of their duties from any authority external to the Centre.

Note: Amendment to Section 6 Article VIII was approved by the CIRDAP Governing Council during its Seventh Regular Meeting held in Hanoi, Vietnam on 7-8 December 1989. Further amendments to this Section were approved by the Governing Council in its Twelfth Regular Meeting held in Bagan, Myanmar on 3-5 December 1999. The amended version is printed.

ARTICLE IX

Resources of the Centre

1. The resources of the Centre shall include:
 - (a) any premises, equipment and other facilities owned by the Centre;
 - (b) the annual contributions of the Members of the Centre; and
 - (c) donations to the Centre.
2. The Government of the host State shall provide, free of charge or at a nominal rent, such land, buildings and furnishing as are necessary for the efficient conduct of the work of the Centre. It shall also make available, free of charge or on reasonable terms, such other facilities as may be necessary for the well-being of the Director General and staff of the Centre, and their families.
3. Member States undertake to pay contributions to the budget of the Centre. At each regular session the Governing Council shall, by a two-thirds majority of the votes cast, determine the aggregate amount of contributions for the following biennium:
 - (a) each Member State shall contribute a minimum of US\$10,000 per annum; and
 - (b) the balance needed after taking into account the requirements of the regular budget of the Centre shall be apportioned among the Member States in accordance with accepted United Nations principles. No Member State shall be required to pay more than 25% of the amount thus apportioned.
4. For the first two years following the entry into force of this Agreement, the contributions of the Members of the Centre shall be as follows:
 - (a) the host State shall make an annual contribution of US\$200,000; and
 - (b) Member States other than the host State shall contribute to the balance of the budget after deduction of the host State's contribution and any voluntary contributions to the budget received by the Centre, in equal shares. Notwithstanding the foregoing, no such share shall exceed US\$30,000 per annum.
5. To determine the annual contribution of each Member State, the amount apportioned to it shall be divided into two equal installments, one of which shall be payable at the beginning of the first year of the biennium, and the other at the beginning of the second year.
- “6. The annual membership contribution, as specified in Article IX.3(a) and (b), shall be paid on incremental basis, i.e. one-third during the first year, two-thirds during the second year and the entire amount during the third year onward, whereupon the Associate Member shall become a regular member.”
7. The Centre may accept gifts, legacies, grants and any other form of donation, from any source provided that acceptance of such donations is compatible with the objectives of the Centre.

Note: Amendment to Section 3 of Article IX was approved by the CIRDAP Governing Council during its Sixth Regular Meeting held in Islamabad, Pakistan on 9-10 December 1987. The amended version is printed.

ARTICLE X

Legal Status, Privileges and Immunities

1. The Centre shall be an autonomous intergovernmental organization, having the capacity of a legal person to perform any legal act that is necessary or useful for the carrying out of its functions or for the exercise of its powers under this Agreement. Without prejudice to the generality of the foregoing sentence, and within the limits of Article IX. 6, the Centre shall have capacity to contract, to acquire and dispose of immovable and movable property, and to be a party to legal proceedings.
2. Each Member State shall, to the extent possible under its national legislation, grant to:
 - (a) the Centre and its property, funds and assets, such privileges, immunities and facilities as may be appropriate to enable the Centre to carry out its activities; and
 - (b) the Director General and staff of the Centre, such privileges, immunities and facilities as may be appropriate to enable them to perform their official duties.
3. Without prejudice to paragraph 2, the host State undertakes to accord the privileges, immunities and facilities set out in Annex II to this Agreement.
4. Disputes arising out of any agreement – including terms and conditions of employment – between the Centre and any natural person or legal entity which cannot be settled by negotiation or conciliation and in relation to which the Centre has not waived its immunity from legal process, shall, unless the parties to the dispute have agreed on some other mode to settlement, be submitted to arbitration in accordance with rules which shall be established by the Executive Committee.
5. In any case where an immunity conferred pursuant to this Article II to this Agreement would impede the course of justice and can be waived without prejudice to the interests of the Centre, such immunity shall be waived by a Member State in the case of its representative, by the Governing Council or the Executive Committee in the case of the Director General of the Centre, and the Director General of the Centre in the case of its staff.

ARTICLE XI

Relations with Other Organizations and Agencies

The Centre may cooperate with other intergovernmental organizations and governmental and non-governmental organizations or agencies whose interests and activities are relevant to its objectives. To this end, the Director General, acting under the authority of the Governing Council, may establish working relationships with such organizations or agencies, and make any arrangements that may be necessary to ensure effective cooperation.

Any formal arrangements entered into with such organizations and agencies shall be subject to the approval of the Governing Council.

ARTICLE XII

Signature, Ratification, Accession, Entry into Force, and Admission

1. The States specified in Annex I may become parties to this Agreement by;
 - (a) signature of this Agreement followed by the deposit of an instrument of ratification; or
 - (b) deposit of an instrument of accession.
2. This Agreement shall be open for signature in Kuala Lumpur from 1 to 4 August 1978 and, thereafter, at the Headquarters of the Food and Agriculture Organization of the United Nations (FAO) in Rome.
3. Instruments of ratification or accession shall be deposited with the Director-General of FAO.
4. This Agreement shall enter into force, with respect to all States that have ratified or acceded to it, on the date when instruments of ratification or accession have been deposited by the Government of the People's Republic of Bangladesh and by the Governments of at least five other States specified in Annex I. Any other State specified in Annex I shall become a party to this Agreement on the date of the deposit of its instrument of ratification or accession.
5. At any time after the entry into force of this Agreement, any State which is not specified in Annex I may notify the Director-General of FAO of its desire to become a Member of the Centre. The notification shall be accompanied by an instrument of accession, whereby the State consents to be bound by the provisions of this Agreement as from the date of its admission. The Director-General of FAO shall transmit copies of the said notification and instrument to the Governing Council, through the Director General of the Centre. If, by a two-thirds majority of the votes cast, the Governing Council decides to admit the State, the latter's accession shall take effect on the date of that decision, which shall promptly be notified to the Director-General of FAO.
6. The national IRD centre referred to in Article III. 2 shall, where possible, be designated in each instrument of ratification or accession or in a document attached to that instrument.
7. Ratification of this Agreement, or accession thereto, may not be made subject to any reservation.

ARTICLE XIII

Amendment of this Agreement

1. Subject to paragraph 4, the Governing Council may amend this Agreement by a three-fourths majority of the votes cast, provided that such majority is more than one half of the Member States. Amendments shall take effect on the thirtieth day after their adoption by the Governing Council.
2. Proposal for the amendment of this Agreement may be made either by the Executive Committee or by a Member State in a communication to the Director-General of FAO, who shall promptly notify the proposal to all Member States and to the Director General of the Centre.
3. No proposal for amendment shall be considered by the Governing Council unless it was notified by the Director-General of FAO to the Member States at least sixty days before the opening day of the session at which it is to be considered. The adoption of any amendment shall promptly be notified to the Director-General of FAO.
4. Annex II to this Agreement may be amended only in the manner provided for therein.

ARTICLE XIV

Withdrawal and Termination

1. At any time after the expiration of four years from the date when it became a party to this Agreement, any Member State may give notice of its withdrawal from the Centre to the Director-General of FAO. Such withdrawal shall take effect one year after the date when notice thereof was given or at any later date specified in the notice. The financial obligations of the Member State shall include the entire year in which the withdrawal takes effect.
2. Where withdrawal by a Member State results in there being less than five Member States, the Governing Council shall proceed to the liquidation of the Centre and notify the Depositary accordingly.
3. For the purpose of aforesaid liquidation, the Governing Council shall order the transfer to the host State of the land provided by it, and or buildings and fixtures thereon, the return to the respective donors of any unused balance of donated funds, and the sale of any remaining assets. The proceeds of the sale and any other funds of the Centre shall, after all obligations, including liquidation costs, have been met, be distributed among the States that were Members of the Centre at the time when notice was given of the

withdrawal referred to in paragraph 2, in proportion to the contributions that they had made, in accordance with Article IX.3 for the year during which the said notice was given.

ARTICLE XV

Interpretation and Settlement of Disputes

Any dispute concerning the interpretation or application of this Agreement which cannot be settled by negotiation, conciliation or similar means may be referred by any party to the dispute to the Governing Council for its decision, which shall be final and binding upon the parties.

ARTICLE XVI

Depositary

1. The Director-General of FAO shall be the Depositary of this Agreement. The Depositary shall:
 - (a) send certified copies of this Agreement to the Governments of the States specified in Annex I, and to any other government which so requests;
 - (b) arrange for the registration of this Agreement, upon its entry into force, with the Secretariat of the United Nations in accordance with Article 102 of the Charter of the United Nations; and
 - (c) inform the States specified in Annex I and any State that has been admitted to membership of the Centre of:
 - (i) the signature of this Agreement and the deposit of instruments of ratification or accession in accordance with Article XII.1;
 - (ii) the date of entry into force of this Agreement in accordance with Article XII.4;
 - (iii) notifications of the desire of a State to be admitted to membership of the Centre, and admissions, in accordance with Article XII.5;
 - (iv) proposals for the amendment of this Agreement, and the adoption of amendments, in accordance with Article XIII;

(v) notices of withdrawal from the Centre in accordance with Article XIV.1; and

(vi) any notification received in accordance with Article XIV.2.

2. The original of this Agreement shall be deposited in the archives of FAO.

ARTICLE XVII

Annexes

Annexes I and II shall constitute an integral part of this Agreement.

DONE at Kuala Lumpur on the twenty-ninth day of July 1978 in a single copy in the English language.

IN WITNESS WHEREOF the duly authorized representatives of the Contracting Parties whose names appear hereunder have signed the present Agreement.

List of States referred to in Article III. 1 (a)

| | | |
|--|--------------------|------------------|
| Australia | Indonesia | Pakistan |
| Bangladesh | Japan | Papua New Guinea |
| Bhutan | Korea, Republic of | Philippines |
| Burma | Lao | Samoa |
| China | Malaysia | Singapore |
| Democratic Kampuchea | Maldives | Sri Lanka |
| Democratic People's Republic of Korea | Mongolia | Thailand |
| Fiji | Nauru | Tonga |
| India | Nepal | Vietnam |
| | New Zealand | |

Undertakings by the Host State

INTRODUCTION

Pursuant to Articles IX.2 and X.3 of this Agreement, the present Annex relates to the additional rights and obligations of the Host State. It shall apply to the State referred to in Part B for as long as that State is the Host State.

PART A – GENERAL PROVISIONS

Section 1: Privileges, immunities and facilities accorded to the Centre

1. Without prejudice to Article X.2 (a) of this Agreement, the host State undertakes to accord the following privileges, immunities and facilities to the Centre and to its property, funds and assets, wherever located in that State:
 - (a) immunity from every form of legal process, except insofar as in any particular case the Centre has expressly waived immunity;
 - (b) immunity from search, requisition, confiscation, expropriation and any other form of interference;
 - (c) freedom to hold funds, gold or currency of any kind, to operate accounts in any currency, to transfer funds gold or foreign currency within the host State or abroad, and to convert any foreign currency into any other currency;
 - (d) freedom, without prejudice to any appropriate security precautions determined by agreement between the host State and the Centre, from censorship of official correspondence and other official communications;
 - (e) exemption from all direct and indirect taxes on the property, income and official transactions of the Centre, except taxes that are no more than charges for services rendered;
 - (f) exemption from customs duties and prohibitions and restrictions on imports and exports in respect of articles imported or exported by the Centre, or on publications issued by the Centre, for official purpose.
2. The Host State shall exercise due diligence to ensure that the security and tranquility of the premises of the Centre are not in any way impaired and shall, at the request of the Director General of the Centre, provide adequate police protection where necessary.

3. The Centre shall enjoy for its official communications treatment not less favourable than that accorded to any other organization or government, including the diplomatic mission of such other government, in the Host State, in the matter of priorities and rates for mail, cables, telephone and other communications.

Section 2: Privileges, immunities and facilities accorded to official representatives, the Director General and Staff of the Centre and other persons.

1. Without prejudice to Article X.2 (b) of this Agreement, the host State undertakes to accord the following privileges, immunities and facilities:
 - (a) to the representatives of any State or intergovernmental organization with respect to the performance of their official duties in connection with the work of the Centre:
 - (i) immunity from personal arrest or detention and from seizure of their personal baggage and, in respect of words spoken or written and all acts done by them in their official capacity, immunity from legal process of any kind;
 - (ii) inviolability for all papers and documents;
 - (iii) exemption in respect of themselves and their spouses from immigration restrictions, alien registration or national service obligations;
 - (iv) the same facilities in respect of currency or exchange restrictions as are accorded to representatives of foreign governments on temporary official missions;
 - (b) to the Director General and staff of the Centre:
 - (i) immunity from legal process in respect of words spoken or written and all acts done by them in their official capacity;
 - (ii) exemption from taxation on the salaries and emoluments paid to them by the Centre;
 - (iii) immunity, together with their spouses and dependants, from immigration restrictions and alien registration;
 - (iv) together with their spouses and dependants, the same repatriation facilities in time of crisis as officials of comparable rank of diplomatic missions;
 - (v) the right to import free of duty their furniture and effects, including one car, at the time of first taking up their post in the Centre.
2. In addition to the privileges and immunities referred to in paragraph 1, the Director General and the staff of the Centre, provided that they are not nationals of the host State, shall be granted the same privileges in respect of exchange facilities as are accorded to officials of comparable rank of diplomatic missions.

3. Subject to the applications of measures for the maintenance of public health and security, agreed upon between the host State and the Centre, the host State shall impose no impediment on the entry into, sojourn in and departure from its territory of the representatives of States or intergovernmental organizations referred to in paragraph 1(a), and their spouses, or of the Director General and staff of the Centre, and their spouses and dependants, or of any person visiting the Centre in connection with its work.
4. Any visa required for any person referred to in paragraph 3 shall be granted or extended promptly and without charge.

Section 3: Enforcement of the law of the host State

The Centre shall cooperate with the appropriate authorities of the host State to facilitate the proper administration of justice, secure the observance of police regulations, and prevent the occurrence of any abuses in connection with the privileges, immunities and facilities conferred pursuant to Article X of this Agreement or to the present Annex. The Centre shall promptly examine requests for a waiver of immunity in the circumstances referred to in Article X.5.

Section 4: Amendment of this part

1. Subject to paragraph 2, the present Part A of this Annex may be amended in the manner set out in Article XIII. 1 to 3 of this Agreement.
2. Notwithstanding any other provision in this agreement, including the present Annex, during such time as a headquarters agreement is in force between the host State and the Centre no amendment to this Part may be adopted unless the host State has expressly consented thereto.

PART B – SPECIFIC PROVISIONS CONCERNING BANGLADESH

Section 1: Premises of the Centre and related facilities

1. The permanent seat of the Centre shall be located at the Chameli House Complex at 17, Topkhana Road, Dhaka having an area of 3.09 acres.
2. In fulfillment of its obligations under Article IX. 2 of this Agreement, the People’s Republic of Bangladesh undertakes to arrange for the following:
 - (a) the lease allotment of the Chameli House Complex to the Centre for nominal consideration and for its exclusive and permanent use, of furnished premises including the present structure and any future permanent structure to be constructed in the complex having office accommodation and other facilities at the Chameli House Complex;

Note: Amendment to Section 1 of Part B of Annex II was approved by the CIRDP Governing Council during its Seventh Regular Meeting held in Hanoi, Vietnam on 7-8 December 1989. The amended version is printed.

- (b) the lease/allotment to person designated by the Centre, on reasonable terms, of furnished residential accommodation for the use of the Director General and staff of the Centre and their families;
3. The lease/allotment referred to in paragraph 2 shall be valid, or shall be renewable at the option of the Centre, for such time as the People's Republic of Bangladesh is the Host State. If the seat of the Centre should ever be transferred, the People's Republic of Bangladesh shall pay to the Centre such compensation for the loss of enjoyment of buildings or fixtures wholly or partially financed by the Centre as may be equitable in the circumstances of the case.
 4. The People's Republic of Bangladesh shall, at the request of the Centre, arrange for and bear the cost of any necessary repairs to the buildings referred to in paragraph 2(a), other than repairs which form part of the routine maintenance of the said buildings.
 5. At the request of the Centre, the People's Republic of Bangladesh shall use its best endeavours to arrange for the appropriate housing of staff members and their families.
 6. Any construction by the Centre of new buildings or the creation by it of further facilities, at the Chameli House Complex, shall be carried out in agreement with the People's Republic of Bangladesh.

Section 2: Privileges, immunities and facilities

1. The taxes referred to in Section 1, paragraph 1 (e), of Part A shall comprise gift, franchise, percentage, real property, exchange, import and export and tax and all other taxes provided for under the laws and regulations of the People's Republic of Bangladesh.
2. Any funds or property transferred by the Centre, for educational or scientific purposes, to any natural person or to any non-profit organization shall be exempt from the payment of taxes by such person or organization.
3. Staff members of the Centre, including the Director General, shall, provided that they are not nationals of the People's Republic of Bangladesh, be permitted to maintain assets outside Bangladesh and be exempt from any form of taxation on income derived from sources outside Bangladesh or on property outside Bangladesh. They shall furthermore be exempt from national service obligations. The latter exemption shall also apply to staff members, nationals of the People's Republic of Bangladesh, whose names have, by reason of their duties, been included on a list compiled for that purpose by the Director General with the approval of the Government of the People's Republic of Bangladesh.
4. The People's Republic of Bangladesh shall adopt any legislation necessary to give effect to the legal capacity of the Centre and to the privileges, immunities and facilities referred to in this Agreement, including the present Annex.

Section 3 : Amendment of this Part

1. Subject to paragraph 2, the present Part B of this Annex may be amended in the manner set out in Article XIII. 1 to 3 of this Agreement.
2. Notwithstanding any other provision of this Agreement, including the present Annex, no amendment to this Part may be adopted unless the People's Republic of Bangladesh has expressly consented thereto.

**RESOLUTION PROPOSED BY
BANGLADESH AND PAKISTAN**

RESOLUTION PROPOSED BY BANGLADESH AND PAKISTAN

THE PLENIPOTENTIARY CONFERENCE

Recalling that an intergovernmental meeting on the establishment of CIRDAP was held in 1976 and that two years had passed since the decision to establish the Centre was taken;

Noting that the immediate establishment of the Centre would contribute to the efforts of the member countries in the field of rural development and that, therefore, the immediate establishment of the Centre was an urgent necessity;

Invites the Director-General of the Food and Agriculture Organization of the United Nations to take such further steps as he deems necessary to promote the early establishment of the Centre.

* In this Agreement, reference to “national IRD centers” shall not be interpreted as precluding a federal state from making such arrangements as may be appropriate in the light of its constitutional structure. This interpretative note shall be part of the Agreement.