

April 24, 2006

HEADQUARTERS AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES AND THE INTERNATIONAL RICE RESEARCH INSTITUTE

WHEREAS, the International Rice Research Institute ("Institute") was established on 09 December 1959 at Los Banos, Laguna, Philippines by virtue of a Memorandum of Understanding between the Government of the Republic of the Philippines and the Ford and Rockefeller Foundations as an autonomous philanthropic, tax-free, non-profit, non-stock organization;

WHEREAS, the Institute is designed to conduct research on the rice plant and on all phases of rice production, with a view of attaining nutritive, economic, and ecological benefits for the people of rice-consuming countries in Asia and other major rice-growing areas of the world, through improvement in the quality and quantity of rice;

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

WHEREAS, in pursuit of cooperative linkages, the Institute entered into agreements with countries and international and regional organizations under which rights and privileges were granted to facilitate collaborative research and development efforts and training activities;

WHEREAS, the status of the Institute as an international organization, as well as its Charter, was recognized in the Agreement Recognizing the International Legal Personality of the International Rice Research Institute ("1995 Agreement") signed by authorized representatives of 19 states on 19 May 1995 and opened for signature at Manila, Philippines to other states and eligible international organizations for a period of one (1) year from the said date and now open to accession by any state or eligible international organization;

WHEREAS, the Republic of the Philippines has ratified the 1995 Agreement on 28 July 2005;

WHEREAS, by virtue of the 1995 Agreement, the Institute now enjoys the status, prerogatives, immunities, and privileges of an organization with international juridical personality;

WHEREAS, the role of the Institute in the field of rice research and development has continuously been recognized and supported by numerous States and international and regional organizations;

WHEREAS, it is appropriate to formalize an agreement allowing the Institute to establish its headquarters in the Philippines and setting the conditions, facilities, privileges, and immunities which the Government of the Republic of the Philippines

shall accord to the Institute for its proper operation; the proposed signing of the International Rice Research Institute (IRRI) Headquarters Agreement by the Philippines through the Secretary Foreign Affairs and by IRRI through its Director-General

NOW THEREFORE, the Government of the Republic of the Philippines and the International Rice Research Institute have agreed as follows:

ARTICLE 1

DEFINITION OF TERMS

Section 1.1. For purposes of this Agreement, the following words, unless otherwise specifically provided, shall mean:

- (a) Government - the Government of the Republic of the Philippines;
- (b) Institute-the International Rice Research Institute;
- (c) Director-General - the Chief Executive Officer or the principal executive head of the Institute and, during his/her absence, the officer authorized to act for his/her behalf;
- (d) Law of the Republic of the Philippines - the Constitution of the Philippines, legislative acts, judicial and quasi-judicial decisions, local government ordinances, and other government regulations and orders.
- (e) Headquarters Seat -
 - (i) The headquarters, research facilities, and experimental farms of the Institute in Los Banos, Province of Laguna, Philippines; and
 - (ii) Such other offices research facilities and experimental farms which may be established as agreed upon by the Parties to this Agreement.
- (f) Trustee - a member of the Board of Trustees of the Institute and, unless otherwise specified, his alternate.
- (g) Officers - the Chairman of the Board, the Vice-Chairman of the Board, the Director-General, the Treasurer of the Board, the Secretary of the Board, and those considered officers in accordance with the Charter of the Institute.
- (h) Staff of the Institute - all duly appointed members of the technical and administrative staff of the Institute in the Philippines.
- (i) Dependents - the spouse, and unmarried minor children, of a person entitled to the benefits under this Agreement.
- (j) Consultants - technical experts whose services are contracted by the Institute for its projects;
- (k) Scholars - trainees, fellows, scientists, and other recipients of study or training grants awarded by the Institute.

ARTICLE II

INTERNATIONAL JURIDICAL PERSONALITY

Section 2.1. The Institute possesses full international juridical personality and capacity by virtue of the Agreement Recognizing the international Legal Personality of the International Rice Research Institute signed on 19 May 1995, and other existing laws, and ordinances relative to, and agreements between the Government and, the Institute.

ARTICLE III

HEADQUARTERS SEAT

Section 3.1. The principal office of the Institute shall be in the Headquarters Seat and shall not be removed therefrom unless the Institute and the Government should so decide.

Section 3.2. The Government shall not dispose of all or any part of the Headquarters Seat without the consent of the Institute.

Section 3.3. The Institute shall be responsible for the operation, maintenance, and support of the Headquarters Seat.

Section 3.4. The Laws of the Republic of the Philippines shall apply within the Headquarters Seat and the courts of the Republic of the Philippines shall have jurisdiction over acts done in the Headquarters Seat except as otherwise provided in this Agreement, the 1995 Agreement, and in other existing and subsequent laws, ordinances relative to, and agreements between the Government and, the Institute.

ARTICLE IV

IMMUNITIES AND PRIVILEGES

1. Grant of Immunities and Privileges

Section 4.1.1. The Institute shall enjoy the immunities and privileges accorded to an international organization of universal character.

Section 4.1.2. Immunity in general shall be accorded to non-Filipino officers of the Institute only. Immunity for Filipino officers shall be limited to those relative to the performance of their functions or duty.

2. Purpose of Immunities

Section 4.2.1. The privileges and immunities provided for by this Agreement are not intended for the personal benefit of the officers of the Institute. They are accorded to ensure in all circumstances the free operation of the Institute and the complete freedom of its trustees, officers, staff, and internationally recruited consultants.

Section 4.2.2. The Director-General of the Institute shall have the right and duty to waive the immunity of any officer whenever, in his 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.

3. Immunity from Legal Process

Section 4.3.1. The Institute shall enjoy immunity from any penal, civil, and administrative proceedings, except insofar as that immunity has been expressly