

No. 30319

MULTILATERAL

Establishment Agreement for the Center for International Forestry Research (with annexed Constitution). Concluded at Canberra on 5 March 1993

Authentic text: English.

Registered by Australia on 28 September 1993.

MULTILATÉRAL

Accord portant création du Centre de recherche internationale en matière de foresterie (avec Statuts annexés). Conclu à Canberra le 5 mars 1993

Texte authentique : anglais.

Enregistré par l'Australie le 28 septembre 1993.

ESTABLISHMENT AGREEMENT¹ FOR THE CENTER FOR INTERNATIONAL FORESTRY RESEARCH

WHEREAS the Consultative Group on International Agricultural Research (hereinafter referred to as CGIAR) is an informal association of national governments, international organizations and private institutions co-sponsored by the World Bank, the Food and Agricultural Organization of the United Nations (hereinafter referred to as FAO) and the United Nations Development Programme (hereinafter referred to as UNDP) formed for the purpose of contributing to sustainable improvements in the productivity of agriculture, forestry and fisheries in developing countries in ways that enhance nutrition and well-being, especially among low-income people;

WHEREAS the CGIAR has agreed that there should be established a Center for International Forestry Research (CIFOR) which will be concerned with forestry research that benefits developing countries;

WHEREAS, acknowledging that different regions in the world have their own unique and differing problems whose solution could be aided by international research, CIFOR will be a decentralized body with a headquarters in Indonesia and regional programs located in various countries;

WHEREAS CIFOR is intended to be an International Research Center within the CGIAR system;

WHEREAS members of the CGIAR intend to provide funds for the regular budget of CIFOR to enable the Center to assume its functions; and

WHEREAS the Parties to this Agreement wish to create CIFOR as an independent institution with suitable governance, full juridical personality and appropriate international status, authorities, privileges and immunities and the conditions necessary to enable it to operate effectively toward the attainment of its objectives;

THE PARTIES HAVE AGREED AS FOLLOWS :

Article 1 Establishment

There shall be established an independent international organization entitled the "Center for International Forestry Research" (hereinafter referred to as "CIFOR" or "the Center")

¹ Came into force in respect of the following States on 5 March 1993, upon signature by three States, in accordance with article 4 (1):

Australia
Sweden
Switzerland

Subsequently, the Agreement came into force for the United States of America on 3 May 1993 by definitive signature.

which shall operate in accordance with the Constitution appended hereto and forming an integral part of this Agreement.

Article 2 Financial obligations

The Parties shall not be under any obligation to provide financial support to CIFOR beyond voluntary contributions. The Parties shall not be under any responsibility, individually or collectively, for any debts, liabilities or obligations of the Center. Financing of the Center's activities shall be undertaken pursuant to Article 17 of the Constitution.

Article 3 Signature and accession

1. This Agreement shall be open for signature by States at Canberra at the Department of Foreign Affairs and Trade of Australia. It shall remain open for signature for a period of two years from the date of first signature.
2. After the expiration of the period specified in paragraph 1, this Agreement shall remain open for accession by any State, subject to prior approval by the Board of Trustees of CIFOR by simple majority.
3. Instruments of accession shall be deposited with the Depositary of this Agreement.
4. The Government of Australia shall be the Depositary of this Agreement.

Article 4 Entry into force

1. This Agreement and the Constitution appended hereto shall enter into force upon signature by three States. The three original signatories to this Agreement shall thereafter be referred to as "the sponsors".
2. For each State depositing an instrument of accession, after the entry into force of this Agreement, this Agreement shall enter into force on the first day of the month after the date of receipt by the Depositary of such instrument.

Article 5 Amendment

The amendment of this Agreement and fundamental provisions of the Constitution (as defined in Article 21 of the Constitution) shall be subject to the approval of the Parties to this Agreement. Such proposed amendments shall, following approval by the Board, be conveyed to Parties to this Agreement and shall enter into force 30 days after receipt by the Depositary of instruments of acceptance of the amendment from all Parties to this Agreement.

Article 6
Withdrawal and dissolution

Any Party to this Agreement may withdraw upon six months written notice to the other Parties through the Depositary. Such withdrawal shall in no way affect contractual or other obligations entered into by the Center prior to notice of withdrawal being given.

Article 7
Authentic Text

The authentic text of the present Agreement, including the Constitution appended thereto, shall be in the English language.

IN WITNESS WHEREOF, the undersigned Plenipotentiaries, being duly authorized by their respective Governments, have signed this Agreement.

DONE at Canberra in a single original in the English language, on the fifth day of March, 1993.

For the Government of Australia:

[JOHN KERIN]¹

For the Government of Sweden:

[BO HEINEBÄCK]

For the Government of Switzerland:

[PETER NIEDERBERGER]

For the Government of the United States of America:

[MARILYN MYERS]

Date of signature: May 3, 1993

¹ Names of signatories appearing between brackets were not legible and have been supplied by the Government of Australia — Les noms des signataires donnés entre crochets étaient illisibles et ont été fournis par le Gouvernement australien.

CONSTITUTION FOR THE CENTER FOR INTERNATIONAL FORESTRY RESEARCH

Article 1 Establishment

The Center for International Forestry Research (hereinafter referred to as "CIFOR" or "the Center") is hereby constituted as an international organization and governed by this constitution.

Article 2 Status

1. The Center shall operate as a non-profit autonomous organization, international in status and non-political in management, staffing and operations. The Center shall be organized exclusively for the purpose of scientific research, information dissemination, and technology transfer in forestry.
2. CIFOR shall possess full juridical international personality and enjoy such legal capacities as may be necessary for the exercise of its functions and the fulfilment of its purpose.

Article 3 Location of Headquarters

The country of location of CIFOR's headquarters shall be designated by the Board of Trustees of CIFOR after consultation within the Consultative Group on International Agricultural Research (hereinafter referred to as "CGIAR"), and in accordance with the requirements for the exercise of the functions and the fulfilment of the purposes of CIFOR. The Board of Trustees may establish offices in other locations as required to support the Center's programs.

Article 4 Purpose

1. The purpose of the Center is to contribute to the sustained well-being of people in developing countries, particularly in the tropics, through collaborative strategic and applied research and related activities in forest systems and forestry, and by promoting the transfer of appropriate new technologies and the adoption of new methods of social organization, for national development.
2. By "forestry" is meant the science, the art and the practice of managing and using for human benefit the natural resources that occur on and in association with lands bearing forest or with a forest vocation. A "forest system" is a functional complex of forest and its biophysical, social, cultural, economic and political environment.