

APPENDIX II

MEMORANDUM OF AGREEMENT BETWEEN THE GOVERNMENT OF INDIA AND THE FORD FOUNDATION, ACTING ON BEHALF OF THE CONSULTATIVE GROUP ON INTERNATIONAL AGRICULTURAL RESEARCH, FOR THE ESTABLISHMENT OF AN INTERNATIONAL CROPS RESEARCH INSTITUTE FOR THE SEMI-ARID TROPICS

PREAMBLE

During the past decade, very substantial progress has been made in development of technology for increasing the productivity and profitability in the tropics of crops such as rice, maize, and wheat in areas in which moisture supplies are reasonably adequate. Large areas of the tropical world are not so favourably situated, however, and have not yet benefitted to any degree from these advances. It is estimated that approximately 400 million people live in the seasonally dry, semi-arid tropical zones and are dependent to a major extent for their staple foods on rain-fed cereal and associated grain legume crops such as sorghum, millet, pigeon peas, and chick peas. There is a great need, and equally great potential and opportunity for the development of scientific technology applicable to this large sector of the world's agriculture which can improve the quantity and quality of their food supplies and their opportunities for a more useful and satisfying life.

In recognition of these needs and opportunities, the Consultative Group on International Agricultural Research authorised a study, which resulted in a proposal for an International Crops Research Institute for the Semi-Arid Tropics (ICRISAT), subject to the approval of their Governing Bodies. Certain members of the Consultative Group have indicated their willingness to subscribe funds to support the implementation of the Initial Stage of the Proposal and have indicated their intention to provide continuing support for the Institute. These members will enter into a Memorandum of Agreement with the International Bank for Reconstruction and Development to establish a special account for this purpose and the Bank will enter into an agreement with the Ford Foundation under which the Ford Foundation will undertake to implement the Initial Stage of the Proposal with the purpose of establishing ICRISAT as an independent entity in a position (when appropriately financed and fully staffed) to carry forward the remainder of the Proposal.

Now, therefore, the parties to this Memorandum agree to work together toward the establishment of an International research and training institution along the general lines set forth in the Proposal, with suitable governance, legal charter, with the appropriate status, authorities, privileges and other conditions necessary to enable it to operate effectively and efficiently toward the attainment of its objectives when provided the requisite financial support. Specifically, the parties to this Memorandum agree:

1. Name

The name of the Institute shall be the International Crops Research Institute for the Semi-Arid Tropics (ICRISAT).

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2. Location.

The principal headquarters of the Institute (ICRISAT) shall be at Hyderabad, India.

3. Purposes and Activities.

The Institute (ICRISAT) will serve as (a) a world centre for the improvement of sorghum, millet, pigeon peas, and chick peas; (b) a centre to promote the development and demonstration of improved cropping patterns and systems of farming which optimise the use of human and natural resources in the low rainfall, unirrigated, seasonally dry and semi-arid tropics; and (c) a centre which may undertake such other programmes or extensions of these programmes as its Governing Board may determine. In carrying forward its programme, the Institute will develop close linkages and cooperation with regional and national research and action programmes for these same crops and farming systems in similar ecological and cropping areas in other parts of the world.

The Institute will engage in the following types of activities:

- (1) Research on practical and theoretical problems including plant breeding related to the production of sorghums, millets, chick peas, and pigeon peas, and on the cropping and farming systems in which these crops are major components.
- (2) Collection, evaluation, maintenance, manipulation and distribution of basic germ plasm and of improved plant materials for use in breeding, improvement, and production programmes of national and regional programmes.
- (3) Publication and dissemination of research results.
- (4) Organisation of periodic conferences, forums and seminars on problems related to the Institute's objectives.
- (5) Training of scientists who will be involved in research, educational, and action programmes in the various countries in which the Institute's programme will be applicable.
- (6) Assistance in the development of appropriate educational, research, and extension institutional arrangements in the cooperating countries to facilitate use and application of the work of the Institute.
- (7) Establishment and operation of an information centre and library which will provide a collection of the world's literature on the major and related subjects of concern to the Institute.
- (8) Such other activities as may be found necessary in furtherance of the objectives of the Institute.

In furtherance of these purposes and activities, the Institute shall have incidental power to:-

- (1) Acquire or obtain from any governmental authority, national, municipal, or local, foreign or domestic, or otherwise,

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or from any corporation, company, association, or person or other entity, such charters, franchises, licenses, rights, privileges, assistance, financial or otherwise, and concessions as are conducive to and necessary for the attainment of the purposes of the Institute;

(2) Receive and acquire from any person, firm or entity, by donation, grant, exchange, devise, bequest, purchase or lease, either absolutely or in trust, contributions consisting of such properties, real or personal, including funds and valuable effects or things, as may be useful or necessary to carry out the purpose and objectives of the Institute, and to hold, own, operate, use or dispose of said properties or valuable things;

(3) Do and perform all acts and things as are necessary, expedient, suitable or proper for the furtherance or accomplishment of the purposes and the attainment of any or all of the objectives herein stated, or which shall appear, at any time, as conducive to and useful for the activities of the Institute.

4. Administration and Governance

The Institute shall be established in India as an autonomous, international philanthropic, non-profit, research, educational, and training organisation.

The Institute shall be administered by a Director who shall be selected by the Governing Board. The Director shall be responsible for the internal operation and management of the Institute and for assuring that the programme and objectives of the Institute are properly developed and carried out. He shall be a member of the Board ex-officio.

The Board shall be responsible for development and/or approval of the Institute's programmes and for the policies under which the Institute operates, shall be responsible for selection and employment of the Director, and shall approve the appointment of the senior staff members on recommendation of the Director. The Board shall review and approve the budget estimates for the Institute.

The Governing Board may consist of no more than fifteen members selected as follows:-

- 3 Members designated by the host country.
- 3 Members designated by the Consultative Group on International Agricultural Research.
- 6 to eight Members at large with relevant interests and qualifications from countries or areas being served, or from countries or agencies which have concern for and provide substantial support for work in the fields of the Institute's major responsibilities.
- 1 Director of the Institute, ex-officio.

The Consultative Group on International Research, through its sub-Committee for ICRISAT, shall be responsible for constituting the initial Governing Board. India will be represented on the sub-Committee. The Governing Board will elect the first Chairman.

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The Director shall be ex-officio member of the Board. The period of tenure of the members designated by the host country shall be determined by the Government of India.

Other members of the Governing Board, with the exception of the first Governing Board, shall serve for three years with the provision that any vacancy occurring within the designated term shall be filled for the remainder of the term of the member so vacated. In constituting the first Governing Board, in order to provide for continuity, approximately one-third of the members designated by the Consultative Group and the members at large, respectively, shall be appointed for one-year terms, approximately one-third for two-year terms, and approximately one-third for three-year terms.

The Governing Board shall be responsible for selecting and appointing members to fill vacancies which arise for any reason among the members at large.

The Chairman shall be elected by the Board annually.

5. Financing

Financial support for the Institute will be provided by members of the Consultative Group on International Agricultural Research. Funds for the Initial Stage of Implementing the Proposal have been pledged by the following members of the Consultative Group who have entered into an agreement with the International Bank for Reconstruction and Development for establishing and administering a special account for the purpose:

- Government of the United Kingdom
- Government of the United States of America
- United Nations Development Programme
- International Bank for Reconstruction and Development

Other members of the Consultative Group will provide non-monetary services in kind.

The continuing budget needs of the Institute will be considered annually by the Consultative Group. Full development of the Institute and its programme will be dependent upon the financial support provided by members of the Consultative Group.

6. Agreements

(a) The Government of India shall recognise the Institute as a philanthropic, non-profit organisation with the purposes set forth in this Memorandum. The international status of the Institute will be ensured by the Government of India issuing suitable Notification as contemplated in Clause 3 of the United Nations (Privileges and Immunities) Act, 1947 extending the operation of Articles I and II, Sections 2, 3, 4, 5, 6, 7, and 8 of the Schedule of the said Act to the Institute. Further, the interests of non-Indian officials of the Institute staff will be safeguarded to the extent envisaged in Article V, Section 17, 18(b), (d), (e) and (g), 19, 20, and 21 of the said Schedule and Government of India Instructions thereunder being no

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less favourable than that extended to non-Indian officials of the I.B.R.D. The following facilities will also be afforded by the Government of India.

(1) Authorisation for the unrestricted movement of the Institute's staff members into and out of India as often as may be necessary for the purposes of the Institute.

(2) Assurance of authority for the Governing Board to establish employment policies and conditions for the senior staff of the Institute on an international basis including Indians, without discrimination as to nationality or origin or any consideration other than scientific and professional merit and performance.

The Board will also have the authority to establish terms and conditions of employment of junior scientists, technicians, and clerical, administrative, and operational support personnel. Such personnel will be drawn largely from the host country and their conditions of employment will be expected to more nearly approximate accepted norms of the host country, with such modifications as may be necessary to assure availability of well qualified staff and a high quality of performance. 2/1/66
S. S.

(3) Assurance of procedures for expeditious clearance for entry into India of trainees, scholars, and visitors concerned with the Institute's programme.

(4) Authorisation for the unrestricted movement of seeds and genetic materials into and out of India as may be needed by the Institute or for its cooperative programmes in any part of the world consistent with appropriate quarantine inspection to avoid introduction or export of pests or diseases. The Government agrees to establish and operate a quarantine unit within the Institute to assure prompt and expeditious inspection and clearance of seed shipments and receipts.

(5) Freedom for publication and dissemination of research results to all parties.

The Government of India further agrees to make available to the Institute on a long term (example - 50 years) lease at a nominal rental a tract of land of approximately 1,000 hectares near Hyderabad City (Andhra Pradesh) which has been judged as suitable for the Institute for:

(i) Site for the main laboratory and office buildings and for the necessary service buildings.

(ii) Housing sites for the Institute staff and employees.

(iii) Land for experimental, seed production, and other purposes of the Institute.

(b) The Ford Foundation agrees, within the limitation of funds subscribed by members of the Consultative Group, and acting on behalf of the Consultative Group and these donor members, to carry

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forward the Initial Stage of the Proposal for the Institute, following the general principles of the Proposal as a guide, upto the point at which the Institute can function independently under its own Governing Board. At this point the Foundation will endorse this agreement to the Governing Board of ICRISAT and the Government of India agrees to such endorsement, turning over to ICRISAT all the rights, obligations and assets it has incurred under its agreement with the International Bank for Reconstruction and Development for undertaking the Initial Stage of ICRISAT.

7. Termination

The rights and obligations of the Ford Foundation under this agreement will terminate at the time the Foundation endorses its rights and obligations under this agreement to ICRISAT and turns over to ICRISAT its rights, obligations and assets it has received under this agreement and under its agreement with the I.B.R.D. for undertaking the Initial Stage of ICRISAT.

Should it be necessary to terminate the agreement for any reason other than by endorsement to ICRISAT, the disposition of rights, obligations and physical assets, other than land, accrued upto that time shall be determined by the Consultative Group. Disposition of any land held by the Institute shall be governed by the terms of the lease agreement for such land.

Signed in New Delhi on behalf of the parties to this agreement,
this day of 28th March, 1972.

The Government of India

by M. B. Swaminathan

The Ford Foundation
on behalf of the Consultative Group
on International Agricultural Research

by Ralph W. Cummings