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# **AGREEMENT FOR THE ESTABLISHMENT OF A CENTRE ON INTEGRATED RURAL DEVELOPMENT FOR AFRICA**

## **FINAL ACT OF THE GOVERNMENT CONSULTATION ON THE ESTABLISHMENT OF A CENTRE ON INTEGRATED RURAL DEVELOPMENT FOR AFRICA**

Arusha, Tanzania, 18-21 September 1979

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1. In response to a request made by the African States at the Tenth Regional Conference for Africa (Arusha, United Republic of Tanzania, September 1978) of the Food and Agriculture Organization of the United Nations the Director-General of the said Organization convened a Government Consultation to consider, with a view to adoption, a draft Agreement for the Establishment of a Centre on Integrated Rural Development for Africa.
2. The Government Consultation of African States for the establishment of a Centre on Integrated Rural Development for Africa, was held in Arusha from 18 to 21 September 1979.
3. The Governments of the following 34 States were represented: Benin, Botswana, Burundi, Cameroon, Cape Verde, Central African Empire, Chad, Congo, Egypt, Gabon, Gambia, Ghana, Guinea, Kenya, Liberia, Madagascar, Malawi, Mali, Mauritania, Mauritius, Mozambique, Nigeria, Rwanda, Seychelles, Sierra Leone, Somalia, Sudan, Swaziland, Tanzania, Togo, Uganda, Upper Volta, Zaire, Zambia. The consultation was also attended by a representative of the South West Africa People's Organization.
4. The following intergovernmental organizations and agencies were represented by observers: the United Nations, the United Nations Economic Commission for Africa, the United Nations Development Programme, the United Nations Environment Programme, the United Nations High Commissioner for Refugees, the United Nations Industrial Development Organization, the World Food Programme, the United Nations Educational, Scientific and Cultural Organization and the World Health Organization.
5. The following States were represented by observers: the Netherlands, Sweden (through the Swedish International Development Authority), and the United States of America (through the United States Agency for International Development).
6. The Government Consultation elected the Honourable John Malecela (United Republic of Tanzania) as President, the representatives of Swaziland, Gabon and Egypt as Vice-Presidents and Mr. Horatio Mends (Ghana) as Rapporteur.
7. The Government Consultation set up a Credentials Committee composed of the Central African Empire, Guinea, Mauritius, Rwanda and Somalia.
8. In his capacity as Secretary-General of the Government Consultation, the Director-General of the Food and Agriculture Organization of the United Nations was represented by Dr. S.C. Sar, Assistant Director-General and Regional Representative for Africa.
9. The draft Agreement referred to in the first paragraph of this Final Act had been prepared by the Secretariat of the Food and Agriculture Organization of the United Nations and was submitted to the Government Consultation.
10. On the basis of its deliberations, the Government Consultation adopted the Agreement reproduced as Annex 1 to this Final Act, which Agreement was opened for signature on 21 September 1979.
11. The Government Consultation also adopted the Resolution reproduced as Annex 2 to this Final Act.

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

*FOR BENIN:* Sèmako Christophe Yebe

*FOR BOTSWANA:* T.G. Lecoge

*FOR BURUNDI:* J. Kabura

*FOR CAMEROON:* Simon Nko'o Etoungou

*FOR CAPE VERDE:* A.R. Pires

*FOR CENTRAL AFRICAN EMPIRE:* Jean Magrondji

*FOR CHAD:* Nagriam Abdoulaye

*FOR CONGO:* Gampika-Niemet

*FOR EGYPT:* A.M. Sabit

*FOR GABON:* Louis Lapeby

*FOR GAMBIA:* J.L.B. Daffeh

*FOR GHANA:* Horatio Mends

*FOR GUINEA:* Moussa Doumbouya

*FOR KENYA:* G.K. Mburathi

*FOR LIBERIA:* A.M. Fromayan

*FOR MADAGASCAR:* S. Rabemanantsoa

*FOR MALAWI:* J.B. Mkandawire

*FOR MALI:* A. Maiga

*FOR MAURITANIA:* Mohamed Bocoum

*FOR MAURITIUS:* Ruj Bons Pulton

*FOR MOZAMBIQUE:* Lopes F. Ndelana

*FOR NIGERIA:* Oladosu Awayemi

*FOR RWANDA:* A. Gahamanyi Bahenwa

*FOR SEYCHELLES:* E. Faure

*FOR SIERRA LEONE:* A.F. Joe Jackson

*FOR SOMALIA:* Mohamed Osman Omar

*FOR SUDAN:* F.A. Saied

*FOR SWAZILAND:* V. Pungwayo

*FOR TANZANIA:* J.S. Malecela

*FOR TOGO:* Raffame Komlan Kouma

*FOR UGANDA:* F.A. Ojacor

*FOR UPPER VOLTA:* Luc Lompo

## ANNEX I TO THE FINAL ACT

# AGREEMENT FOR THE ESTABLISHMENT OF A CENTRE ON INTEGRATED RURAL DEVELOPMENT FOR AFRICA

(as amended by the Governing Council at its special session held on 3 May 1985.)

## PREAMBLE

The Contracting Parties,

**Recognizing** that most of the countries in Africa are planning their rural development programmes by adopting an integrated approach;

**Considering** that the implementation and success of such programmes can be greatly enhanced and facilitated through intensified regional cooperation availing itself of a network of national institutions for integrated rural development and through cooperation between such institutions and an intergovernmental institution;

**Considering** that the said cooperation can best be achieved through the establishment of an intergovernmental Centre carrying out its activities in collaboration with all countries and all governmental and non-governmental organizations and agencies that may be able to provide financial and/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 Africa (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 stimulate and promote regional cooperation relating to integrated rural development in Africa through a network of designated national institutions in Member States (hereinafter referred to as "national IRD centres"), with the aim, in particular, of integrating all the rural people in the development process, 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 and, where appropriate through the national IRD centres, promote or assist research on various aspects of integrated rural development in Africa, 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 organizing their own training courses and workshops;
- (d) provide other technical support to national IRD centres, and maintain liaison with such centres and, where appropriate, give advice to other organizations or agencies concerned with integrated rural development;
- (e) serve as a clearing house and data bank for information on integrated rural development in Africa and elsewhere and promote the dissemination of information by any appropriate form of 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 at Arusha, in the United Republic of Tanzania.

## **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;
- (b) those States not specified in Annex I which are admitted to membership in accordance with Article XII.5.

2. Any State which becomes 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 I.2(a). If a State does not have such an institution, it shall establish one as soon as possible.

3. To foster the cooperation and participation of national institutions concerned with rural development, each State may, as soon as possible after it has become a Member of the Centre, organize a national committee or designate other bodies to provide advice and assistance to its national IRD centre.

## **ARTICLE IV**

### **The Governing Council**

1. The Centre shall have a 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 at the request of one third of the Member States.

3. The Governing Council shall elect its Chairman and other officers. It shall 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 two-thirds 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, giving due consideration to the conclusions and recommendations of the Executive Committee referred to in Article VI.7 and of the Technical Committee referred to in Article VII.8;
- (b) determine the contributions of Member States as provided in Article IX.3;
- (c) lay down general standards and guidelines for the management and development of the Centre;
- (d) review the report on the work of the Centre and the audited accounts referred to in Article VIII.3(a);
- (e) adopt the Financial Regulations of the Centre;
- (f) elect the members of the Executive Committee referred to in Article VI.1(a) and 2, select the State, the national IRD centres, and any agency or organization which may be represented on the Technical Committee in accordance with Article VII.1(a), (e) and (f), and appoint the Director and the Deputy Director of the Centre;
- (g) admit States to membership in accordance with Article XII.5;
- (h) adopt amendments to this Agreement in accordance with Article XIII;
- (i) adopt rules governing the arbitration of disputes, referred to in Article X.4;
- (j) approve formal arrangements with other organizations or agencies, referred to in Article XI, and with governments, including any headquarters agreement concluded between the Centre and the State in which the seat of the Centre is situated (hereinafter referred to as "the host State");
- (k) set up, under its supervision, such subsidiary bodies as may be necessary or useful for the performance of the functions of the Centre;
- (l) determine the conditions of employment of the staff; and
- (m) 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 specified functions to the Executive Committee.

## **ARTICLE VI**

### **The Executive Committee**

1. The Centre shall have an Executive Committee consisting of:

- (a) Member States elected by the Governing Council, and
- (b) the host State.

2. At the time of entry into force of this Agreement, the number of Member States referred to in paragraph

1(a) shall be five. This number may subsequently be increased by the Governing Council, provided that it shall not be increased to more than one quarter of the total number of Member States. In electing the Member States, the Governing Council shall take due account of the principle of geographical distribution and of the desirability that all Member States should be given an opportunity to be members of the Executive Committee.

3. The Member States referred to in paragraph 1(a) shall be elected, at each regular session of the Governing Council, for terms of two years. However, at the first regular session of the Council, three of the five Member States shall be elected for terms of three years. At subsequent regular session, the Council shall specify the commencement of the two-year term to be served by each of the Member States elected at the session concerned.

4. Notwithstanding paragraph 3, a State shall cease to be a Member of the Executive Committee when it resigns from that Committee or when it gives notice of withdrawal from the Centre. Any vacancy shall be filled by another Member State co-opted, with its concurrence, by the remaining members of the Committee. Any State co-opted shall be a member of the Executive Committee until the end of the term of the State that it is replacing, unless it is elected to the Executive Committee at the following session of the Governing Council.

5. 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.

6. At the annual session provided for in paragraph 5 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 two-thirds majority of the members shall constitute a quorum. The 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.

7. The Executive Committee shall:

- (a) review the activities of the Centre;
- (b) make recommendations to the Governing Council or any matters relevant to the Council's functions;
- (c) give guidance to the Director of the Centre on the implementation of the policy and decisions adopted by the Governing Council; and
- (d) carry out any other functions entrusted to it by this Agreement, or delegated to it by the Governing Council pursuant to Article V.2.

8. 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 which shall include the members listed in sub-paragraphs (a) and (d) below, and may also include those listed in sub-paragraphs (e) to (g) below if the Governing Council so decides:

- (a) the heads of five national IRD centres designated in accordance with Article III.2 and selected by the Governing Council, or the representatives of such heads;

(b) the head of the national IRD centre of the host State, or his representative;

(c) a representative of the Director-General of the Food and Agriculture Organization of the United Nations (FAO);

(d) The Director of the Centre;

(e) a representative of an agency or organization, selected by the Governing Council, which has contributed substantially to the activities of the Centre;

(f) a representative of a State selected by the Governing Council, which has contributed substantially to the activities of the Centre and is not a Member of the Centre;

(g) an expert of outstanding professional eminence in integrated rural development, appointed by the Director 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 of the Centre.

3. For the purpose of paragraph 1(a), (e) and (f), different centres, a different agency or organization and a different State may be selected for the biennium following a regular session of the Governing Council. The expert referred to in paragraph 1(g) shall be appointed or re-appointed every two years.

4. The number of national IRD centres referred to in paragraph 1(a) may be increased in the manner provided for by Article VI.2 with respect to members of the Executive Committee. In selecting the said centres, the Governing Council shall take due account of the principle of geographical distribution and of the desirability of all such centres being given an opportunity to participate in the work of the Technical Committee.

5. The Technical Committee shall, at each session, elect a Chairman from among its members.

6. The travel and subsistence expenses of the members, when attending sessions of the Technical Committee, shall be borne by the Centre.

7. 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 of the Centre.

8. A report on the deliberations and conclusions of the Technical Committee, which shall be prepared by its Chairman, shall be transmitted, through the Director of the Centre, to the Executive Committee and to the Governing Council.

9. The Technical Committee shall meet in joint session with the Executive Committee prior to each session of the Governing Council in order to review the draft Programme of Work and the draft Budget of the Centre.

## **ARTICLE VIII**

### **The Director and Staff**

1. The Centre shall have a Director appointed by the Governing Council on such conditions as it may determine.

2. The Director 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 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, after review at a joint session of the Executive Committee and the Technical Committee.

4. The Director shall prepare and 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 shall be assisted by a Deputy Director, appointed by the Council. If and for so long as the Director should be unable to perform his duties, the Deputy Director shall have the powers and duties entrusted to the Director under this Agreement.

6. Senior staff members of the Centre shall be appointed by the Executive Committee, in consultation with the Director. Other staff members shall be appointed by the Director in accordance with the policy, general standards and guidelines laid down by the Governing Council. In appointing the staff of the Centre, the Director shall ensure the highest standards of efficiency, professional competence and integrity. In appointing staff to posts at levels to be determined by the Governing Council, the Director 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. They shall not seek or receive instructions in regard to the performance of their duties from any authority external to the Centre.

## **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, land for the construction of buildings and other facilities for the Centre and its Director and staff. It shall also provide related facilities specified in Annex II to this Agreement.

3. Member States undertake to pay annual 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, and apportion such amount among the Member States in the manner set out in Annex III to this Agreement.

4. To determine the annual contribution of each Member State, the amount apportioned to it shall be divided into two equal instalments, 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.

5. If a State becomes a Member of the Centre in the course of a biennium, its contribution for the year in which it became a Member shall be paid, *pro rata*, as from the beginning of the quarter in which it became a Member.

6. The Centre may accept gifts, legacies, grants and any other form of donation, from any source approved



by the Governing Council, provided that acceptance of such donations is compatible with the objectives of the Centre.

## **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, having regard to the diplomatic rules governing international organizations and 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) representatives of any State or intergovernmental organization performing official duties in connection with the work of the Centre, and the Director 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 of settlement, be submitted to arbitration in accordance with rules which shall be established by the Governing Council.

5. In any case where an immunity conferred pursuant to this Article or to Annex 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 of the Centre, and by the Director 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, in particular with the Organization for African Unity, the Food and Agriculture Organization of the United Nations, and the United Nations Economic Commission for Africa. To this end, the Director, 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 Arusha, United Republic of Tanzania, on 21 September 1979 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 United Republic of Tanzania 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 African 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 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, with respect to all contracting parties, on the thirtieth day after their adoption by the Governing Council.

2. Proposals 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 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, and in the

absence of applications for membership under consideration, the Governing Council shall proceed to the liquidation of the Centre and notify the Depositary accordingly.

3. For the purpose of the aforesaid liquidation, the Governing Council shall order the transfer to the host State of the land provided by it, and of 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) notification 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 originals of this Agreement shall be deposited in the archives of FAO and of the Centre.

## **ARTICLE XVII**

### **Annexes**

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

Done at Arusha in the United Republic of Tanzania on 21 September 1979 in a single copy in the English and French languages, each version being equally authoritative.

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

## **ANNEX I**

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

Algeria

Angola

Benin

Botswana

Burundi

Cameroon

Cape Verde

Central African Empire

Chad

Comoros

Congo

Djibouti

Egypt

Ethiopia

Gabon

Gambia

Ghana

Guinea

Guinea-Bissau

Ivory Coast

Kenya

Lesotho

Liberia

Libya

Madagascar

Malawi

Mali

Mauritania  
Mauritius  
Morocco  
Mozambique  
Namibia  
Niger  
Nigeria  
Rwanda  
Sao Tome & Principe  
Senegal  
Seychelles  
Sierra Leone  
Somalia  
Sudan  
Swaziland  
Tanzania  
Togo  
Tunisia  
Uganda  
Upper Volta  
Zaire  
Zambia

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## **ANNEX II**

### **UNDERTAKINGS BY THE HOST STATE**

#### **INTRODUCTION**

Pursuant to Article 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 transaction 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 purposes.

2. The host State shall exercise due diligence to ensure that the security and tranquillity of the premises of the Centre are not in any way impaired and shall, at the request of the Director 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 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, other than the host State, and of any 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 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 crises as officials of comparable rank of diplomatic missions;

(v) except in the case of nationals of the host State, 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, as well as replacements of such furniture and effects, including a car, at such intervals as may be agreed upon by the Centre and the Government of the host State.

2. In addition to the privileges and immunities referred to in paragraph 1, the Director and 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 application 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 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 of 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 THE UNITED REPUBLIC OF TANZANIA**

### **Section 1: Premises of the Centre and related facilities**

1. The seat of the Centre shall be located in Arusha.

2. In fulfilment of its obligations under Article IX.2 of this Agreement, the United Republic of Tanzania undertakes to arrange for the following:

(a) the transfer or lease to the Centre, free of charge or for nominal consideration, and for its exclusive use, of land in Arusha for the construction of buildings and other facilities for the Centre and its Director and staff, as well as, from the time of the said construction the following facilities at the site of the buildings: access road, water and electricity;

(b) pending the completion of the construction referred to in sub-paragraph (a), the lease to the Centre, for nominal consideration and for its exclusive use, of suitable furnished premises at the Arusha International Conference Centre, as well as the lease to the Director and international staff of the Centre, upon reasonable terms, of suitable residential accommodation.

3. Any lease referred to in paragraph 2(a) shall be valid, or shall be renewable at the option of the Centre, for such time as the United Republic of Tanzania is the host State. If the seat of the Centre should ever be transferred, the United Republic of Tanzania 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 United Republic of Tanzania 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(b) other than repairs which form part of the routine maintenance of the said buildings.

5. At the request of the Centre, the United Republic of Tanzania shall use its best endeavours to arrange for the appropriate housing of staff members and their families.

## **Section 2: Privileges, immunities and facilities**

1. The taxes referred to in Section 1, paragraph 1(e), of Part A shall comprise gift, franchise, real property, exchange, import and export tax and all other taxes provided for under the laws and regulations of the United Republic of Tanzania.

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, shall, provided that they are not nationals of the United Republic of Tanzania, be permitted to maintain assets outside Tanzania and be exempt from any form of taxation on income derived from sources outside Tanzania or on property outside Tanzania. Staff members, other than nationals of the United Republic of Tanzania, shall furthermore be exempt from national service obligations.

4. The United Republic of Tanzania 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: Application to permanent residents of Tanzania**

Persons who have been granted the status of permanent resident of the United Republic of Tanzania, shall, for the purposes of this Annex, be treated in the same way as nationals of that country.

## **Section 4: 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 United Republic of Tanzania has expressly consented thereto.

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# **ANNEX III**

## **APPORTIONMENT OF THE CONTRIBUTIONS OF MEMBER STATES REFERRED TO IN ARTICLE IX.3**

1. For the purposes of the apportionment of the contributions referred to in Article IX.3 of this Agreement, each Member State shall be allocated a number of units. The number of units allocated to the States listed in Annex I to this Agreement shall be those specified in the Table in the present Annex. The numbers of units allocated to States which are admitted to membership, in accordance with Article XII.5, shall be determined by the Governing Council after consultation with those States.



2. The proportions of the aggregate amount of the contributions payable by all Member States shall be based on:

(a) the number of units allocated to each such State; and

(b) the total number of units allocated to all such States which were Members of the Centre at the time when the aggregate amount of the contributions was determined by the Governing Council (referred to in paragraph 3 below as "the total of the units").

3. The proportion of the said aggregate amount to be contributed by each Member State shall be ascertained by dividing its number of units by the total of the units.

### **TABLE OF UNITS**

**(Based on the OAU Scale of Assessment)**

#### **State Number of Units**

Algeria 12

Angola 5

Benin 1

Botswana 4

Burundi 1

Cameroon 4

Cape Verde 1

Central African Empire 1

Chad 1

Comoros 1

Congo 3

Djibouti 1

Egypt 15

Ethiopia 4

Gabon 13

Gambia 1

Ghana 6

Guinea 1

Guinea-Bissau 2

Ivory Coast 6

Kenya 5

Lesotho 1

Liberia 4  
Libya 20  
Madagascar 2  
Malawi 2  
Mali 1  
Mauritania 2  
Mauritius 3  
Morocco 9  
Mozambique 3  
Namibia 1  
Niger 1  
Nigeria 15  
Rwanda 1  
Sao Tome & Principe 3  
Senegal 2  
Seychelles 3  
Sierra Leone 3  
Somalia 1  
Sudan 4  
Swaziland 4  
Tanzania 3  
Togo 1  
Tunisia 7  
Uganda 2  
Upper Volta 1  
Zaire 4  
Zambia 7

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## **Annex 2**

### **RESOLUTION**

#### **THE GOVERNMENT CONSULTATION ON THE ESTABLISHMENT OF A CENTRE ON**

## **INTEGRATED RURAL DEVELOPMENT FOR AFRICA,**

**Having Adopted** the Agreement for the Establishment of a Centre on Integrated Rural Development for Africa, at Arusha in the United Republic of Tanzania,

**Being aware** of the need for the speedy implementation of the provisions of the Agreement,

**Considering** the difficulties which will be experienced in the initial stage of the establishment of the Centre,

**Being further aware** of FAO's experience in establishing such a Centre in another region,

### **Recommends**

- (a) that the Governments of African countries ratify the Agreement as early as possible, and
  - (b) that FAO, in cooperation with other international and bilateral agencies, continue to play an active role in the establishment of the Centre and assist it in the early years of its operation
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