MULTILATERAL

AGREEMENT RECOGNIZING THE INTERNATIONAL LEGAL PERSONALITY OF THE INTERNATIONAL RICE RESEARCH INSTITUTE (IRRI)

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WHEREAS, on December 9, 1959, the Government of the Philippines signed a Memorandum of Understanding with the Ford and Rockefeller Foundations to establish the International Rice Research Institute (hereinafter referred to as the "Institute") at Los Baños, Laguna, Philippines, as an autonomous philanthropic, tax-free, non-profit, non-stock organization to carry out, among others, research on the rice plant and on all phases of rice production;

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

WHEREAS, CGIAR supports a network of international agricultural research centers for the purpose of undertaking strategic and applied research to enhance sustainable agricultural production and insure resource conservation and environmental protection throughout the developing world;

WHEREAS, the Institute has, for more than thirty (30) years contributed to the international community, among others, by developing improved rice plant varieties and associated technology for higher yields;

WHEREAS, in pursuit of cooperative linkages, the Institute has entered into agreements with many rice-growing countries under which rights and privileges were granted to the Institute to facilitate collaborative rice research and training activities;

WHEREAS, it is to the benefit of the rice producing and consuming peoples of the world that the Institute be provided with the status and characteristics appropriate to its international mandate, its international sources of financing, its international operations and the international character of its Board of Trustees and staff, so that it may more effectively pursue its international activities;

NOW, THEREFORE, the Parties to this Agreement hereby agree, as follows:

ARTICLE I
RECOGNITION OF INTERNATIONAL STATUS

1. The status of the Institute as an international organization is hereby recognized. The Institute shall have a juridical personality and, in the pursuit of its goals and objectives, consistent with the laws and regulations of the Parties to this Agreement, operate in accordance with its Charter, as appended hereto.

2. In order to fulfill its purpose, the Institute may cooperate and/or conclude agreements or arrangements with governments and/or organizations.

ARTICLE II
FORMS OF CONSENT

1. This Agreement shall be open for signature by states and eligible international organizations for a period of

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one year from the date of execution hereof. Thereafter this Agreement shall be open to accession by any state or eligible international organization.

2. Subject to the internal legal requirements of a signatory Party, consent to this Agreement may be made in the form of signature, ratification, or accession.

ARTICLE III
LIMITATIONS

1. This Agreement shall be strictly limited to bestowing international status upon the Institute as provided for in Section 1, Article I, and shall not bind any Party to automatically grant to the Institute any privileges and/or immunities. However, this Agreement may serve as legal basis for the grant of such privileges and immunities to the Institute, as stated in Section 4 below.

2. This Agreement shall not oblige any of the Parties to provide any form of financial contribution or support to the Institute, except that which may be voluntary in nature and character; nor shall it constitute an obligation upon any of

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2. This Agreement shall not oblige any of the Parties to provide any form of financial contribution or support to the Institute, except that which may be voluntary in nature and character; nor shall it constitute an obligation upon any of the Parties to assume or guarantee any of the liabilities, debts and other forms of obligations incurred by the Institute.

3. This Agreement shall not affect any existing right, obligation, concession or interest granted to the Institute nor the sovereign prerogative of the Party granting such right, obligation, concession or interest to repeal, amend, or otherwise, modify the same. Where such right, obligation, concession or interest is acquired by

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virtue of an agreement, modifications or amendments shall be made hi accordance with said agreement.

4. By virtue of its international legal personality, the Institute may enter into other agreements with states, including the host country, for the purpose of acquiring additional rights and privileges as may be necessary and useful to further its objectives, consistent with the applicable laws and regulations of such states.

ARTICLE IV
DEPOSIT

The Department of Foreign Affairs of the Republic of the Philippines shall be the Depositary of this Agreement, as well as of the instruments of ratification or of accession.

ARTICLE V
ENTRY INTO FORCE

1. This Agreement shall enter into force on the date on which at least three governments, including that of the host country, have consented to it.

2. With respect to ratifying or acceding Parties, this Agreement shall become effective on die date of deposit of the instrument of ratification or of accession.

ARTICLE VI
AMENDMENTS

Any Party may propose an amendment to this Agreement. The amendment shall take effect upon the approval of a majority of the Parties, including the host country.

ARTICLE VII
WITHDRAWAL

After this Agreement has entered into force, a Party may voluntarily withdraw by giving a written notice of withdrawal to the Depositary Government. The withdrawal shall become effective one year after the notice is received.

ARTICLE VIII
DISSOLUTION

This Agreement shall lapse once the Institute has been dissolved or when, as a result of withdrawals, only less than three (3) countries remain as Parties.

ARTICLE IX
TEXT OF AGREEMENT

The authentic text of this Agreement shall be in English.

IN WITNESS WHEREOF, the undersigned, endowed with full powers, have signed this Agreement.
Done this 19th day of May, 1995, Manila, Philippines.

For the Government of the
Republic of the Philippines

(Sgd.)

DOMINGO L. SIAZON, JR.
Acting Secretary of Foreign Affairs

For the Government of the

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People's Republic of Bangladesh

(Sgd.)

MR. MOHAMMAD KHAIRUZZAMAN
Charge d'Affaires

For the Government of the
Kingdom of Bhutan

(Sgd.)

H.E. LYONPO TASHI TOBGYEL
Ambassador Extraordinary and Plenipotentiary

For the Government of the
Republic of Cuba

(Sgd.)

LIC. TERESITA FERNANDEZDIAZ
Charge d'Affaires, a.i.

For the Government of the
Kingdom of Denmark

(Sgd.)

H.E. BJARNE BLADBJERG
Ambassador Extraordinary and Plenipotentiary

For the Government of the
Republic of Indonesia

(Sgd.)

H. E. PIETER DAMANIK
Ambassador Extraordinary and
Plenipotentiary

For the Government of the
Republic of Iraq

H. E. NEAMA FARIS HUSSEIN
Ambassador Extraordinary and Plenipotentiary

For the Government of the
Lao People's Democratic Republic

(Sgd.)

DR. HATSADONG
Chief, Agriculture and Forestry Service
Ministry for Agriculture and Forestry

For the Government of the
Russian Federation

(Sgd.)

H. E. VITALY B. KOUTCHOUK
Ambassador Extraordinary and Plenipotentiary

For the Government of the
Socialist Republic of Vietnam

(Sgd.)

H. E. VU QUANG DIEM
Ambassador Extraordinary and Plenipotentiary

For the Government of
Papua New Guinea

(Sgd.)

H. E. James L. P. Pokasui
Ambassador Extraordinary
and Plenipotentiary

For the Government of the
Islamic Republic of Iran

(Sgd.)

H. E. ABDULAZIM HASHEMI NIK
Ambassador Extraordinary
and Plenipotentiary
14 June 1995

For the Government of the
Swiss Confederation

(Sgd.)

H. E. Dr. HANSPETER STRAUCH
Ambassador Extraordinary
and Plenipotentiary
14 June 1995

Done this 12th day of July, 1995, Los Banos, Laguna.

For the Government of the
Union of Myanmar

(Sgd.)

H.E.U. SAN THEIN
Ambassador Extraordinary
and Plenipotentiary

Done this 14th day of September, 1995, Los Banos, Laguna.

For the Government of the
Republic of India

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(Sgd.)

H. E. SHYAMALA B. COWSIK
Ambassador

Done this 20th day of October, 1995, Los Banos, Laguna.

For the Government of the
Federative Republic of Brazil

(Sgd.)

H. E. ANTONIO CARLOS COELHO
DA ROCHA
Ambassador Extraordinary
and Plenipotentiary

Done this 29th day of March, 1996, Manila, Philippines.

For the Government of
Australia

(Sgd.)

MR. PETER WOOLCOTT
Charge d'Affaires

Done this 12th day of April, 1996, Los Banos, Laguna, Philippines.

For the Government of the
Republic of Italy

(Sgd.)

H. E. ALESSANDRO SERAFINI
Ambassador Extraordinary
and Plenipotentiary

Done this 29th day of March, 1996, Manila, Philippines.

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(Sgd.)

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Done this 12th day of April, 1996, Los Banos, Laguna, Philippines.

For the Government of the
Republic of Italy

(Sgd.)

H. E. ALESSANDRO SERAFINI
Ambassador Extraordinary
and Plenipotentiary

Done this 17th day of May, 1996, Manila, Philippines.

For the Government of the
Republic of Korea

(Sgd.)

H. E. CHANG-CHOON LEE
Ambassador Extraordinary
and Plenipotentiary

Done this 17th day of May, 1996, Manila, Philippines.

For the Government of
Romania

(Sgd.)

H.E. IOAN EMIL VASILIU
Ambassador Extraordinary and Plenipotentiary

CHARTER OF THE INTERNATIONAL RICE RESEARCH INSTITUTE

ARTICLE I
STATUS

Section 1. The International Rice Research Institute (hereinafter referred to as the "Institute") shall continue to operate as a non-profit, autonomous organization international in status and non-political in management, staffing and operations. The Institute shall continue to be organized exclusively for scientific and educational purposes.

ARTICLE II
OBJECTIVES AND INCIDENTAL POWERS

Section 1. The Institute shall continue to maintain and operate an international rice research facility designed to pursue any or all of the following objectives:

a. To conduct research on the rice plant and on all phases of rice production, related production system management, distribution and utilization, with a view of attaining nutritive and economic and ecologic 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;

b. To publish and disseminate research findings of the Institute and to promote the exchange and distribution of new technologies, research methods, tools and improved plant materials to national, regional and international research centers where they may be of significance to achieve the Institute's goal and objectives;

c. To train promising young scientists in the field of research on rice production, postharvest technology, and other related subjects relevant to improve directly or indirectly the production of rice through resident and joint training programs;

d. To operate an information center, including a library, which will provide among others, interested scientists and scholars everywhere access to an updated collection of the world's literature on rice;

e. To maintain a rice genetics resources centre which will collect, store and make available to scientists and institutions all over the world rice germplasm and related genetic materials;

f. To collaborate with National Agricultural Research Systems worldwide and to foster cooperation and

collaboration among different national research institutions.

g. To conduct conferences, workshops and seminars for the purpose of discussing current problems and developing research strategies for enhancing the living conditions of rice fanners in all ecosystems.

Section 2. In furtherance of the aforesaid objectives, the Institute shall have incidental powers:

a. To acquire or obtain from any governmental authority, national, municipal or local, foreign or domestic, or otherwise, and from any corporation, company, association, 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 purpose of the Institute;

b. To 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;

c. To do and perform all acts and things as are necessary, expedient, suitable or proper for the furtherance or accomplishment of the purpose and the attainment of any or all of the objectives herein stated, or which shall appear, at anytime, as conducive to and useful for the activities of the Institute.

ARTICLE III
JURIDICAL PERSONALITY

Section 1. The Institute shall continue to possess juridical personality. It shall in particular have the capacity:

a. to contract;

b. to acquire and dispose of immovable and movable properties;

c. to perform any legal act in furtherance of its functions and objectives.

ARTICLE IV
HEADQUARTERS

Section 1. The headquarters, research facilities, and experimental farms of the Institute shall continue to be located in the Municipality of Los Banos, Province of Laguna, Republic of the Philippines. The Institute may have such other offices, research facilities, and experimental farms within or outside the Philippines, as the Board of Trustees may determine or its affairs may from time to time require.

ARTICLE V
INTERNAL ORGANIZATION

Section 1. The work of the Institute shall be carried out by:

a. a Board of Trustees;

b. the Officers of the Institute;

c. the Staff.

ARTICLE VI
THE BOARD OF TRUSTEES

Section 1. The Institute shall be governed by a Board of Trustees (hereinafter referred to as "the Board") composed of fifteen (15) Members, to wit:

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a. Three 3) members elected by the Board upon nomination by the Consultative Group on International Agricultural Research (CGIAR) and nine (9) members-at-large elected by the outgoing Board. These twelve (12) members shall be drawn from qualified reputable individuals coming from the international community, primarily from rice-producing countries of the world and from donor entities. Regard shall be paid specially to the proposed members' relevant expertise, experience influence and knowledge that can be placed at the disposal of the Institute.

b. The Secretary of Agriculture of the Republic of the Philippines and the President of the University of the Philippines System as members ex officio.

c. The Director General of the Institute as a member ex officio.

Section 2. Elected members of the Board of Trustees shall serve for a term of three (3) years commencing from the first day of January following his/her election until the assumption to office of his/her successor; provided, however, that all the incumbent Trustees at the time of the affectivity of this Charter shall serve their entire unexpired terms. In case of death, resignation or permanent disability of a Trustee, the resulting vacancy may be filled by majority vote of the remaining Trustees, if still constituting a quorum, and the successor so elected shall serve only for the unexpired terms of his/her predecessor.

ARTICLE VII
MEETINGS

Section 1. Subject to the provisions of Sections 1 and 2, Article VI hereof, the election of the elective members of the Board of Trustees shall take place during the animal meeting which shall be held on the first Wednesday of October every year, unless a different date is fixed by the Board. The Board shall hold such regular meetings as it may determine are necessary.

Section 2. A special meeting of the Board of Trustees may be called by the Chairman or by any three (3) of the Trustees. The business of any such special meeting shall be limited to the purposes specified in the notice of the meeting.

Section 3. The meetings of the Board of Trustees shall be held in the principal office of the Institute or at such other places as the Board may determine.

Section 4. Each annual or regular meeting of the Board of Trustees shall be held on thirty (30) days written notice. Each special meeting of the Board of Trustees shall be held on ten (10) days cabled or written notice. The notice, which shall state the time and place of the meeting shall be signed and mailed by the Secretary, or cabled by the Secretary with delivery certified.

Section 5. At meetings of the Board of Trustees, a majority of the members of the Board, present in person shall constitute a quorum for the transaction of business. No Trustee shall be allowed to attend or vote by proxy or absentee ballot at any meeting.

Section 6. In the absence of a quorum at the time and place set for a meeting of the Board of Trustees, those present may adjourn the meeting from time to time until a quorum is present.

Section 7. The following shall be the order of business at the annual and regular meeting of the Board of Trustees:

a. Reading of the previous minutes;

b. Reports of the Standing Committees and other committees, if any;

c. Unfinished business;

d. Report of the Director General; and

e. New business.

ARTICLE VIII
OFFICERS

Section 1. The officers of the Institute shall be 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 such other officers as the Board of Trustees see fit to designate. All officers shall be elected by majority vote of all members of the Board.

Section 2. The Chairman of the Board and the Vice Chairman of the Board, who shall be chosen from among the Trustees, shall be elected each year at the annual meeting of the Board, or in the absence of election at that meeting, at a subsequent meeting of the Board, to serve until the next annual meeting of the Board or until the election of their respective successors. The Chairman, or in his/her absence or disability the Vice Chairman, shall preside at all meetings of the Board and supervise all matters with which the Board is concerned. In the absence or disability of both the Chairman and the Vice Chairman, the Board shall designate from among their own number an Acting Chairman.

Section 3. The Director General is the Chief Executive Officer of the Institute and shall directly manage and administer the affairs of the Institute in accordance with the policies and decisions of the Board and/or the Executive Committee. He/She shall be an ex-officio member of the Board without voting rights and of all standing committees of the Board except the Audit Committee.

Section 4. The Treasurer of the Board, who need not be chosen from the Trustees, shall be elected each year at the annual meeting of the Board, or in the absence of the election at that meeting, at a subsequent meeting of the Board, to serve until the next annual meeting of the Board or until the election of his/her successor. He/She shall be the principal custodian of the fluids, assets and properties of the Institute. His/Her powers and duties shall be those customarily incident to his/her office. The Board may, however, require him/her to perform such other duties and render such report or reports as are necessary or expedient.

Section 5. The Secretary of the Board, who need not be chosen from the Trustees but who must be a citizen and resident of the Philippines, shall be elected each year at the annual meeting of the Board, or in the absence of election at that meeting, at a subsequent meeting of the Board, to serve until the next annual meeting of the Board or until the election of his/her successor. His/Her powers and duties shall be those customarily incident to his/her office. The Board may, however, require him/her to perform such other duties and render such report or reports as are necessary or expedient.

Section 6. The Board of Trustees is empowered to create such other offices and designate officers thereof as may be required by the circumstances and as may be necessary to promote the purpose or objectives of the Institute.

Section 7. Any and all officers elected by the Board of Trustees shall hold office at the pleasure of the Board.

ARTICLE IX
STANDING COMMITTEES

Section 1. There shall be an Executive Committee composed of a minimum of five (5) Trustees to be appointed by the Board.

Section 2. The Executive Committee shall have the power to act for the Board in the interim between Board meetings on matters delegated to it by the Board. In particular, it will conduct periodic budget reviews. Any act or resolution of said Committee shall require the affirmative vote of at least a majority of the members of said

Committee.

Section 3. The Chairman of the Board shall be the Chairman of the Executive Committee who shall preside over all meetings of said Committee. In his/her absence or disability, the members present shall elect a Chairman for that meeting.

Section 4. The Executive Committee shall meet at least once a year. Special meetings shall be held upon call of its Chairman or upon request of at least three (3) members.

Section 5. Any vacancy in the Executive Committee shall be filled from among the other members of the Board by election by the Board, or by the remaining members of the Executive Committee. Any person so elected by the Committee shall serve only until the next meeting of the Board.

Section 6. There shall be a Program Committee composed of a minimum of five (5) Trustees to be appointed by the Board.

Section 7. The Program Committee shall have^ the duty to draw, approve, review, evaluate and revise all research and training programs and activities of the Institute, and to exercise the powers and perform the duties delegated to it by the Board. Any act or resolution of said Committee shall require the affirmative vote of at least a majority of the members of said Committee.

Section 8. The Program Committee shall elect, from among its members, a Chairman who shall preside over all meetings of said Committee.

In his/her absence or disability, the members present shall elect a Chairman for that meeting.

Section 9. The Program Committee shall meet at least once a year. Special meetings may be held upon call by its Chairman or upon request of at least three (3) members.

Section 10. Any vacancy in the Program Committee shall be filled from among the other members of the Board by_ election by the Board, or by the remaining members of the Program Committee. Any person so elected by the Committee shall serve only until the next meeting of the Board.

Section 11. There shall be an Audit Committee composed of four (4) Trustees to be appointed by the Board.

Section 12. The Audit Committee shall have the duty to review and audit, from time to time,_ the accounts and financial condition as well as the management and operating systems and procedures of the Institute, and to exercise the powers and perform the duties delegated to it by the Board. Any act or resolution of said Committee shall require the affirmative vote of at least a majority of the members of said Committee. The said Committee shall discharge its functions in consultation and coordination with the external auditors and/or appropriate consultants of the Institute.

Section 13. The Audit Committee shall elect, from among its members, a Chairman who shall preside over all meetings of said Committee. In his/her absence or disability, the members present shall elect a Chairman for that meeting.

Section 14. The Audit Committee shall meet at least once a year. Special meeting may be held upon call of its Chairman or upon request of at least one (1) member.

Section 15. Any vacancy in the Audit Committee shall be filled from among the other members of the Board by election by the Board, or by the remaining members of the Audit Committee. Any person so elected by the Committee shall serve only until the next meeting of the Board.

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Section 16. There shall be a Nominating Committee composed of four (4) Trustees to be appointed by the Board.

Section 17. The Nominating Committee shall have the duty to propose each year a panel of names for all the vacant positions in the Board and its standing committees for consideration and decision by the Board.

Section 18. The Nominating Committee shall elect, from among its members, a Chairman who shall preside over all meetings of said Committee. In his/her absence or disability, the members present shall elect a Chairman for that meeting.

Section 19. The Nominating Committee shall meet at least once a year. Special meetings may be held upon call of its Chairman or upon request of at least one (1) member.

Section 20. Any vacancy in the Nominating Committee shall be filled from among the other members of the Board by election by the Board, or by the remaining members of the Nominating Committee. Any person so elected by the Committee shall serve only until the next meeting of the Board.

Section 21. The members of all standing committees shall be appointed by the Board at each annual meeting of the Board.

Section 22. The Board may constitute, from time to time, such other standing committees as may be necessary.

ARTICLE X
THE STAFF

Section 1. The staff shall be composed of the Director General and such technical and administrative staff as the Institute may require.

ARTICLE XI
FINANCING

Section 1. The financial resources of the Institute shall be obtained from contributions by members of the CGIAR, to which the Institute's annual budgets shall be submitted for approval. The Institute shall also be authorized to receive contributions from other sources for the furtherance of its purposes and activities.

Section 2. The Institute's financial operations shall be conducted in accordance with policies approved by the Board.

Section 3. A full financial audit of the operations of the Institute shall be conducted on an annual basis by an independent international accounting firm appointed by the Board upon recommendation by the Director General.

The results of such audits shall be approved by the Board and distributed to entities deemed appropriate by the Board.

ARTICLE XII
RELATIONS WITH STATES AND OTHER INTERNATIONAL ORGANIZATIONS

Section 1. The Institute shall cooperate, within the terms of this Agreement, with other international organizations having specialized responsibilities in related fields and shall enter into such cooperative relationships with such other organizations, agencies, or other entities as may be conducive to furthering the efficient implementation of the Institute s programs and objectives.

Section 2. The Institute may enter into appropriate agreements with the governments of other countries where it has cooperative relationships or in which it may establish a branch office.

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Section 3. Neither the signatories to this Agreement nor any member of CGIAR shall be liable for any obligations of the Institute.

Section 4. The agreements referred to in the immediately preceding paragraphs and all other significant contracts entered into by the Institute shall contain provisions stating that (a) the Institute possesses independent legal personality and (b) neither the signatories to tins Agreement nor any member of CGIAR shall be liable for any obligations of the Institute.

ARTICLE XIII
GOVERNING CHARTER AND OTHER RULES AND REGULATIONS

Section 1. The Institute shall be governed by this Charter and by such other rules and regulations as the Board of Trustees may, from time to time, promulgate for the observance of the Institute, its officers and staff.

Section 2. This Charter may be amended or modified by the affirmative vote of a majority of all the members of the Board of Trustees of the Institute, inclusive of the ex-officio members; provided, that notice of a proposed amendment together with its full text shall have been mailed to all members of the Board of Trustees at least eight weeks in advance of the meeting at which the amendment is to be taken up, or such notice is waived in writing by all the members of the Board.

ARTICLE XIV
CORPORATE SEAL

Section 1. The corporate seal shall consist of a circular design on which shall be inscribed the name of the Institute, the year 1960 and a motif depicting rice or rice planting.

ARTICLE XV
DISSOLUTION OF THE INSTITUTE

Section 1. The Institute may be dissolved by the affirmative vote of at least three-fourths of all the members of the Board of Trustees, inclusive of the ex-officio member, at a meeting called for that purpose, if it is determined that the purposes of the Institute have been achieved to a satisfactory degree or if it is determined that the Institute will no longer be able to function effectively.

Section 2. If the existence of the Institute is terminated for any reasons, all its physical plant, equipment and other assets shall become the property of the University of the Philippines System, without payment of any consideration, with the exception of such funds and other assets, like the Institute's gene bank and genetic resources, that shall have been assigned in trust to the Institute for others or donated to the Institute, and shall have been made subject to some other conditions in respect of their disposition upon the dissolution of the Institute.

INSTRUMENT OF ACCESSION

The Government of the Republic of Turkey hereby declares that it accedes to "the Agreement Recognizing the International Legal Personality of the International Rice Research Institute, (IRRI)" done in Manila on 19 May 1995. The accession is subject to ratification, and the said Agreement shall enter into force, with respect to the Republic of Turkey, on the date of ratification.

Done in Ankara, the 15th May 1996.

(Sgd.)
Prof. Dr. Emre Gonensay

INSTRUMENT OF ACCESSION

WHEREAS, the "Agreement Recognizing the International Legal Personality of the International Rico Research Institute (IRRI)' hereinafter referred to as the "Agreement," was signed in Manila, Philippines, on 19 May 1995, by ten (10) countries, namely: Republic of the Philippines, People's Republic of Bangladesh, Kingdom of Bhutan', Republic of Cuba, Kingdom of Denmark, Republic of Indonesia, Lao People's Democratic Republic, Russian Federation, Socialist Republic of Vietnam and Papua New Guinea.

WHEREAS, Article 11 of the Agreement stipulates that: "This Agreement shall be open for signature by slates and eligible international organizations for a period of one year from the date of" execution hereof;"

WHEREAS, nine (9) other countries signed the Agreement during the stipulated period that it was open for signature, namely: Islamic Republic of Iran, Swiss Confederation, Union of Myanmar, Republic of India, Federative Republic of Brazil, Australia, Republic of Italy, Republic of Korea and Romania;

WHEREAS, since the one (1) year for signature expired on 19 May 1996, the Agreement is now open to accession by any state or eligible international organization under Article II thereof;

WHEREAS, for more than thirty (30) years, IRPJ hits contributed to the international community, among others, by developing improved rice plant varieties and associated technologies for higher yields;

WHEREAS, it is to the benefit of the rice producing and consuming peoples of the world that IRRI be provided with the status and characteristics appropriate to its international mandate, its international sources of financing, its international operations and the international character of its Board of Trustees and Staff, so that it may more effectively pursue its international activities;

NOW, THEREFORE, be it known that, after having considered the Agreement, the Royal Thai Government through the undersigned authorized representative, do hereby ACCEDE and CONFIRM the same and every Article and Clause thereof.

IN TESTIMONY WHEREOF, I, Sorayouth Prompoj, Ambassador of Thailand to the Republic of the Philippines, by virtue of the full powers vested in me by my Government, in accordance with its Constitution and national laws, have hereunto set my signature in Manila this 19th day of September 1996.

(Sgd.)

(SORAYOUTH PROMPOJ)

Ambassador Extraordinary and Plenipotentiary

FULL POWERS

I, the Undersigned, Mr. Amnuay Viravan, Minister of Foreign Affairs of Thailand, do hereby state that His Excellency Mr. Sorayouth Prompoj, Ambassador Extraordinary and Plenipotentiary to the Republic of the Philippines, is authorized and empowered to sign on behalf of the Royal Thai Government, the Agreement Recognizing the International Legal Personality of the International Rice Research Institute

Given at the Ministry of Foreign Affairs, Saranrom Palace Bangkok, this Thirteenth day of August in the Year

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Two thousand Five hundred and Thirty-nine of the Buddhist Era, corresponding to the Year One thousand Nine hundred and Ninety-six of the Christian Era.

(Sgd.)

(Amnuay Viravan)
Minister of Foreign Affairs of Thailand

Note No. 1356/2539

The Royal Thai Embassy presents its compliments to the Department of Foreign Affairs of the Republic of the Philippines and, with reference to the Department's Note No. 961544 dated 14 June 1996, has the honour to forward herewith the Instrument of Accession to the Agreement Recognizing the International Legal Personality of the International Rice Research Institute (IRRI) , signed by His Excellency Sorayouth Prompoj, Ambassador of Thailand to the Republic of the Philippines, together with the Full Powers authorized Ambassador Prompoj to sign the said Instrument of Accession on behalf of the Royal Thai Government,

The Royal Thai Embassy avails itself of this opportunity to renew to the Department of Foreign Affairs of the Republic of the Philippines the assurances of its highest consideration.

Royal Thai Embassy
Manila, 22 September B.E. 2539 (1996)

Department of Foreign Affairs
MANILA

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