

No. 17599

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**MULTILATERAL**

**Memorandum of Understanding relating to the International Laboratory for Research on Animal Diseases (ILRAD) Project (with appendices). Concluded at Washington on 2 November 1973**

*Authentic text: English.*

*Registered by the International Bank for Reconstruction and Development on 7 March 1979.*

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**MULTILATÉRAL**

**Mémoire d'accord relatif au Projet de Laboratoire international de recherches vétérinaires (ILRAD) [avec appendices]. Conclu à Washington le 2 novembre 1973**

*Texte authentique : anglais.*

*Enregistré par la Banque internationale pour la reconstruction et le développement le 7 mars 1979.*

## MEMORANDUM OF UNDERSTANDING<sup>1</sup>

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MEMORANDUM, dated November 2, 1973, between the states and institutions hereinafter specified.

I. (a) Certain states and organizations (whose names are listed in appendix I hereto) have organized a group entitled the Consultative Group on International Agricultural Research (the Consultative Group) for the purpose of sponsoring research programs designed to raise the quantity and quality of agricultural production in developing countries.

(b) The Consultative Group has authorized the establishment of an *ad hoc* African Livestock Subcommittee (the Subcommittee) to examine the feasibility of and prepare livestock research programs in tropical Africa and to supervise the initial stages of such programs. The Subcommittee is composed of representatives from the Governments of Belgium, Canada, Denmark, France, Germany, the Netherlands, Sweden, the United Kingdom, the United States, and from the European Economic Community, the Food and Agriculture Organization of the United Nations, the Ford Foundation, the International Bank for Reconstruction and Development, IDRC, the Rockefeller Foundation, the United Nations Development Programme, and others as may be agreed upon by the Chairman of the Consultative Group or his designee acting in such capacity.

II. (a) This Memorandum of Understanding sets forth the basis on which the Parties hereto are prepared to make contributions for the implementation of a proposal along the lines set forth in the report of an Executive Team headed by Professor W. R. Pritchard, dated May 8, 1972 (the Proposal), for an International Laboratory for Research on Animal Diseases (ILRAD).

(b) The Subcommittee has requested (as recorded in the excerpt from the Minutes of the Consultative Group of January 21, 1972, attached as appendix II hereto) the Rockefeller Foundation to act as agent in carrying out the Initial Stage of the Proposal (a description of which is contained in the appendix III hereto).

(c) The states and institutions listed below (the Initial Donors) have agreed to contribute the respective amounts hereinafter specified for the implementation of the Initial Stage of the Proposal.

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<sup>1</sup> Came into force on 9 November 1973 in respect of the following States and Organizations, i.e., on the date when it had been signed by at least four initial donors and the Bank had notified the Rockefeller Foundation that a special account consisting of the contributions of donors had been opened, in accordance with article II (f):

Germany, Federal Republic of  
International Bank for Reconstruction and Development  
International Development Research Centre  
Netherlands  
United Kingdom of Great Britain and Northern Ireland  
United Nations Development Programme  
United States of America

## LIST OF INITIAL DONORS

<i>Initial donors</i>	<i>Amounts of each contribution</i>
Canada .....	Can\$ 200,000
Federal Republic of Germany .....	DM 1,000,000
Kingdom of the Netherlands .....	US\$ 50,000
United Kingdom of Great Britain and Northern Ireland ...	£ 70,000
United States of America .....	US\$ 100,000
International Development Association .....	US\$ 100,000
International Development Research Centre .....	Can\$ 100,000
United Nations Development Programme .....	US\$ 50,000

The amount of funds subject to this Memorandum of Understanding may be increased at any time by additional contributions from the Initial Donors, or by contributions from any member of the Consultative Group acceding to this Memorandum of Understanding.

(d) The Rockefeller Foundation has agreed to the request described above. The Bank has agreed to establish and administer a special account (the Account), consisting of the contributions of donors. The Bank shall conclude appropriate arrangements with the Rockefeller Foundation and ILRAD providing *inter alia* for the disbursement of the proceeds of said contributions on account of the reasonable cost of goods and services required for the Initial Stage of the Proposal, the keeping of satisfactory records and accounts concerning the execution of the Initial Stage of the Proposal, and the transfer to ILRAD of any balance of said proceeds so disbursed, except if the Initial Stage is not completed, in which event such balance shall be disposed of in accordance with the directives received from the donors. The Bank shall inform the donors of the terms and conditions of said arrangements promptly after their conclusion.

The Rockefeller Foundation shall keep the Chairman of the Consultative Group informed of the progress made in carrying out the Initial Stage of the Proposal and shall supply him with quarterly written reports.

The Bank shall send to each of the donors a quarterly report containing appropriate information with respect to disbursements to, and balances in, the Account. The Bank shall make a final report to the donors when the Account is closed.

(e) Payment by each Initial Donor of the amount due from it will be made to the Bank within 90 days after signature by it of this Memorandum of Understanding or such other date as may be agreed upon by the Bank and such Initial Donor.

(f) This Memorandum of Understanding shall become effective when it shall have been signed by at least four donors and the Bank shall have notified the Rockefeller Foundation that the Account has been opened.

(g) Any member of the Consultative Group may accede to this Memorandum of Understanding by sending notice in writing to the Bank and making a payment to the Bank for transmission to the Account. The Bank shall promptly inform all other Parties to this Memorandum of Understanding of any such accession.

IN WITNESS WHEREOF the Parties hereto, acting through their representatives thereunto duly authorized, have signed the present Memorandum of Understanding in Washington, D.C., as of the day and year first above written.

International Bank for Reconstruction and Development:

*By:* MICHAEL L. HOFFMAN

*Initial Donors:*

Federal Republic of Germany:

*By:* WERNER TREITZ

Kingdom of the Netherlands:

*By:* R. H. DE VOS VAN STEENWIJK

United Kingdom of Great Britain and Northern Ireland:

*By:* ANTHONY KEITH RAWLINSON

United States of America:

*By:* SAMUEL C. ADAMS, Jr.

International Development Association:

*By:* MICHAEL L. HOFFMAN

International Development Research Centre:

*By:* J. H. HULSE

United Nations Development Programme:

*By:* WILLIAM MASHLER

## APPENDIX I

### MEMBERS OF CONSULTATIVE GROUP ON INTERNATIONAL AGRICULTURAL RESEARCH

African Development Bank	Germany
Asian Development Bank	Inter-American Development Bank
Australia	International Bank for Reconstruction and Development
Belgium	International Development Research Centre
Canada	Japan
Denmark	Kellogg Foundation
Food and Agriculture Organization of the United Nations	Netherlands
Ford Foundation	Norway
France	The Rockefeller Foundation

Sweden	Representing Asia and the Far East:
	Philippines
Switzerland	Thailand
United Kingdom	Representing Latin America:
	Argentina
United Nations Development Programme	Brazil
United States	Representing the Middle East:
	Egypt
	Pakistan
Representing Africa:*	Representing Southern and Eastern Europe:
Morocco	Israel
Nigeria	Romania

## APPENDIX II

## EXCERPT FROM THE MINUTES OF THE JANUARY 21, 1972, MEETING OF THE AFRICAN LIVESTOCK SUBCOMMITTEE OF THE CONSULTATIVE GROUP ON INTERNATIONAL AGRICULTURAL RESEARCH

12. The Chairman said that terms of reference and a schedule of operations perhaps similar to the ones being applied for the International Crops Research Institute for the Semi-Arid Tropics (ICRISAT) would be required for setting up an animal disease laboratory. An agency or an international body had to be chosen to act as the executing agency.

13. Several delegates suggested that the Bank, FAO, UNDP or the Rockefeller Foundation should act as the executing agency.

14. The representative of the Rockefeller Foundation said in case his organization should be asked to carry out the program, he would suggest the following requirements:

- (a) The development of a special account agreement with the Consultative Group, with funds and authority to proceed with the organization of a disease laboratory similar to the procedure which was followed with respect to ICRISAT;
- (b) The review of a memorandum of understanding entitled "An International Laboratory of Animal Disease Research in Africa," which was developed in November 1970 and based upon a memorandum of understanding for the International Institute for Tropical Agriculture, IITA. The memorandum had already been discussed with the Government of Kenya which was prepared to legalize the proposal as a charter and a constitution for the laboratory;
- (c) Continuation of negotiations with the Kenya Government and opening of negotiations with the East African Community (EAC) for establishment of the laboratory at Muguga;
- (d) Appointment or selection of a committee at the first meeting of the Executive Team for proposing membership of the Board of Trustees; the selection committee should also recruit a director of the laboratory; suggestions of possible candidates should be immediately solicited on a broad basis;
- (e) Selection of a firm site and acquisition of land at Muguga, if negotiations with the EAC made that facility available;
- (f) Selection of architects with special reference to firms which had already operated successfully in the Nairobi area in building public edifices, laboratories, academic

\* The five major developing regions of the world participate in the Consultative Group through representatives designated for a two-year term by the membership of FAO. Each person has designated two countries which serve as member or alternate at their discretion.

buildings, etc.; a preliminary evaluation of architects for this purpose had already been made;

(g) Setting up a workshop for research program development and identification of potential senior staff for such a laboratory.

15. The representative of UNDP suggested that the international implications of the research work would indicate that one of the family of the United Nations should be designated as the agency to implement the research on animal diseases. UNDP had a lot of experience in this field and a number of common projects with FAO and WHO were being carried out at the moment.

16. The majority of members of the subcommittee agreed, however, that the Rockefeller Foundation should be asked to act as the executing agency. It should maintain a close working relationship with the Bank to ensure that the work on establishing the laboratory and the work of the task force were completely integrated.

### APPENDIX III

#### INITIAL STAGE OF THE PROPOSAL

The Initial Stage of the Proposal means those activities necessary to establish ILRAD as an independent entity with the ability (when appropriately financed and fully staffed) to realize its mission of research and training. These activities may include but are not necessarily limited to the following:

- (a) Making of appropriate arrangements for the establishment and operation of ILRAD with its host country;
- (b) The preparation, adoption, and registration of an agreement, or constitution, with appropriate by-laws, or other documents necessary to assure the continued operation of ILCA as an independent legal entity with the authority required to achieve the objectives set forth in the Proposal;
- (c) The constitution of ILRAD's Board of Trustees;
- (d) The selection and acquisition of a suitable site and suitable lands under long-term leases;
- (e) The recruitment and employment of a Director-General, initial staff, and temporary consultants;
- (f) The selection and purchase of necessary initial equipment and supplies and biological materials including livestock;
- (g) The initiation of planning for the research program;
- (h) Some initial development of research and experimentation; and
- (i) Initiating site and facility planning and site development, including engaging architectural services and making available temporary service buildings if necessary.

The Initial Stage financed under this Memorandum shall be considered to be completed when the Bank determines that ILRAD has been established as a legal entity and has the capacity to make the arrangements necessary to realize its purpose, including the ability to conduct its administration and financial affairs, to carry out the procurement of equipment and materials, to keep accounts and inventories, all in accordance with sound administrative, financial and agricultural practices and under the supervision of qualified and experienced management assisted by competent staff. Upon making the before-mentioned determination, the Bank shall so notify the Subcommittee and shall submit a final report of its activities under this Memorandum, at which time its obligations under this Memorandum shall cease.