

No. 17600

MULTILATERAL

Memorandum of Understanding relating to the International Livestock Center for Africa (ILCA) Project (with appendices). Concluded at Washington on 3 December 1973

Authentic text: English.

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

MULTILATÉRAL

Mémorandum d'accord relatif au Projet de Centre international de l'élevage pour l'Afrique (ILCA) [avec appendices]. Conclu à Washington le 3 décembre 1973

Texte authentique : anglais.

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

MEMORANDUM OF UNDERSTANDING¹

MEMORANDUM 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 prepare and examine the feasibility of livestock research programs for tropical Africa and to arrange for the implementation of the initial stage of any agreed proposal. 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 (the Bank), the International Development Research Centre, 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) Early in 1972, the Subcommittee commissioned a Task Force under the leadership of Professor D. E. Tribe to examine the broad issues of animal production research in tropical Africa. On September 30, 1972, the Task Force submitted its report with the proposal (hereinafter called the Proposal) to establish an international center for animal production in Africa, subsequently referred to as the International Livestock Centre for Africa (ILCA). This Memorandum of Understanding sets forth the basis on which the Parties hereto are prepared to make contributions for the implementation of the Proposal.

(b) The Subcommittee has requested (as recorded in the excerpt from the Minutes of the Subcommittee of August 1, 1973, attached as appendix II hereto) the Bank to act as agent in carrying out the Initial Stage of the Proposal (a description of which is contained in the appendix III hereto) and to that end to enlist the cooperation of the International Development Research Centre pursuant to arrangements to be made between them.

¹ Came into force on 3 December 1973 in respect of the following States and organizations, i.e., on the date when it had been signed by four initial Donors, in accordance with article II (f):

Denmark
France
Germany, Federal Republic of
International Bank for Reconstruction and Development
International Development Association
International Development Research Centre
United States of America

Subsequently, the Memorandum came into force in respect of the following States and organization on the date of deposit of their instruments of accession, in accordance with article II (g):

<i>State</i>	<i>Date of deposit</i>
Sweden	19 February 1974
United Nations (United Nations Development Programme)	21 February 1974
Belgium	13 November 1974

(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.

LIST OF INITIAL DONORS

<i>Initial donors</i>	<i>Amount of each contribution</i>
Belgium	BF 1,000,000
Denmark	DKr 120,000
France	US\$ 100,000
Germany	DM 1,000,000
International Development Association	US\$ 100,000
International Development Research Centre	Can\$ 150,000
Sweden	SKr 500,000
United Kingdom	£ 40,000
United Nations Development Programme	US\$ 50,000
United States	US\$ 100,000

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 Bank has agreed to the request described above, and, to that end, it has agreed to establish and administer a special account (the Account), consisting of the contributions of Donors, and to apply the proceeds of such contributions, in accordance with the provisions of the ILCA Special Account Regulation attached hereto as appendix IV and made part of this Memorandum of Understanding. That Regulation is acceptable to the Donors.

(e) Payment by each Initial Donor of the amount due from it will be made to the Bank within 90 days after signature by such Initial Donor 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.

(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 the District of Columbia, as of the respective dates hereinafter indicated.

Initial Donors:

Kingdom of Belgium:

By: W. VAN CAUWENBERG
Date: November 13, 1974

Kingdom of Denmark:

By: C. U. HAXTHAUSEN
Date: December 3, 1973

Republic of France:

By: J. H. WAHL
Date: December 3, 1973

Federal Republic of Germany:

By: HANS JANSSEN
Date: December 3, 1973

International Development Association:

By: MICHAEL L. HOFFMAN
Date: December 3, 1973

International Development Research Centre:

By: JAMES PFEIFER
Date: December 3, 1973

Kingdom of Sweden:

By: CURT LIDGARD
Date: February 19, 1974

United Kingdom of Great Britain and Northern Ireland:

By: ANTHONY KEITH RAWLINSON
Date: June 18, 1974

United Nations Development Programme:

By: WILLIAM MASHLER
Date: February 21, 1974

United States of America:

By: DONALD S. BROWN
Date: December 3, 1973

Executing Agent:

International Bank for Reconstruction and Development:

By: MICHAEL L. HOFFMAN
Date: December 3, 1973

APPENDIX I

MEMBERS OF CONSULTATIVE GROUP ON INTERNATIONAL AGRICULTURAL RESEARCH

African Development Bank	Norway
Asian Development Bank	The Rockefeller Foundation
Australia	Sweden
Belgium	Switzerland
Canada	United Kingdom
Denmark	United Nations Development Programme
European Economic Community	United States
Food and Agriculture Organization of the United Nations	Representing Africa:*
Ford Foundation	Morocco
France	Nigeria
Germany	Representing Asia and the Far East:
Inter-American Development Bank	Philippines
International Bank for Reconstruction and Development	Thailand
International Development Research Centre	Representing Latin America:
Japan	Argentina
Kellogg Foundation	Brazil
Netherlands	Representing the Middle East:
	Egypt
	Pakistan
	Representing Southern and Eastern Europe:
	Israel
	Romania

APPENDIX II

EXCERPT FROM THE SUMMARY OF PROCEEDINGS OF THE MEETING OF THE AFRICAN LIVESTOCK SUBCOMMITTEE OF THE CONSULTATIVE GROUP ON INTERNATIONAL AGRICULTURAL RESEARCH, HELD IN WASHINGTON, D.C., ON AUGUST 1, 1973

18. The Subcommittee confirmed that it wished the International Bank for Reconstruction and Development (World Bank) to act as Executing Agency to bring ILCA into being and to that end to enlist the cooperation of the International Development Research Centre (IDRC).

APPENDIX III

INITIAL STAGE OF THE PROPOSAL

The Initial Stage of the Proposal means those activities necessary to establish ILCA 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:

* 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 region has designated two countries which serve as member or alternate at their discretion.

- (a) Making of appropriate arrangements for the establishment and operation of ILCA with its host country;
- (b) The preparation, adoption, and registration of a charter, 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 ILCA'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 ILCA 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.

APPENDIX IV

ILCA SPECIAL ACCOUNT REGULATION

Article I. THE ACCOUNT; DISBURSEMENTS FROM THE ACCOUNT

Section 1.01. The Bank shall open the Account on its books and shall credit thereto the proceeds of each Donor's contribution as the same shall from time to time be transferred to the Bank for the purpose of this Memorandum. All monies credited to the Account shall be used only for the purposes and in accordance with the provisions of this Memorandum.

Section 1.02. The Account and all monies credited thereto shall be held in trust and kept separate and apart from all other accounts and assets of the Bank.

Section 1.03. The Bank shall pay to or on the order of itself out of the monies in the Account for payments made or to be made after December 1, 1973, for the reasonable cost of goods and services required for the Initial Stage of the Proposal.

Section 1.04. The Bank shall send to each of the Donors a quarterly report containing appropriate information with respect to disbursements of, and balances in, the Account.

Article II. FURTHER UNDERTAKINGS OF THE BANK

Section 2.01. Amounts credited to the Account shall be used by the Bank exclusively to finance the cost of goods and services required to carry out the Initial Stage of the Proposal.

Section 2.02. The Bank shall provide and bear the cost of the services of its regularly employed professional and support staff which it may from time to time provide to assist in carrying out the Initial Stage of the Proposal.

Section 2.03. The Bank 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.

Section 2.04. The Bank shall not incur obligations against the Account beyond the maximum amount of funds committed to the Account at any given time.

Section 2.05. Any monies remaining in the Account upon the completion of the Initial Stage of the Proposal shall be transferred to ILCA. However, if the Initial Stage of the Proposal shall be discontinued before its completion, any monies remaining in the Account shall be repaid by the Bank to the Donors *pro rata* to the amounts of their respective contributions, unless the Bank and any Donor shall agree otherwise with respect to the amount to be repaid to such Donor. In the event of such discontinuance, any physical assets other than monies shall be disposed of as the Donors shall direct.
