

No. 26249

**COLOMBIA
and
INTERNATIONAL CENTRE
FOR TROPICAL AGRICULTURE**

**Agreement on the headquarters of the International Centre
for Tropical Agriculture (CIAT). Signed at Bogotá on
5 May 1987**

Authentic text: Spanish.

Registered by Colombia on 20 October 1988.

**COLOMBIE
et
CENTRE INTERNATIONAL
D'AGRICULTURE TROPICALE**

**Accord relatif au siège du Centre international d'agriculture
tropicale (CIAT). Signé à Bogotá le 5 mai 1987**

Texte authentique : espagnol.

Enregistré par la Colombie le 20 octobre 1988.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE REPUBLIC OF COLOMBIA AND THE INTERNATIONAL CENTRE FOR TROPICAL AGRICULTURE (CIAT)

The Government of the Republic of Colombia and the International Centre for Tropical Agriculture (CIAT),

Considering that:

1. The Consultative Group on International Agricultural Research (CGIAR) is an association of national Governments, multilateral aid agencies, private foundations and other corporate bodies which have helped to establish a system of international agricultural research centres and provide assistance to that system with a view to increasing agricultural and livestock production through the developing world;
2. The three co-sponsors of CGIAR are the International Bank for Reconstruction and Development (IBRD), the Food and Agriculture Organization of the United Nations (FAO) and the United Nations Development Programme (UNDP);
3. The International Centre for Tropical Agriculture (CIAT) was established in Colombia by an Agreement of 10 November 1967 between the Rockefeller Foundation and the Government of Colombia, and both CIAT and its international technical and scientific staff have enjoyed the privileges and immunities granted under Decree No. 301 of 7 March 1968;
4. The International Centre for Tropical Agriculture (CIAT) is a non-profit corporation which was constituted under private law by virtue of Public Instrument No. 4717 of 18 October 1967 of the Notaria Tercera of Bogotá and was recognized as a juridical person by virtue of resolution No. 4939 of 4 December 1967 of the Ministry of Justice;
5. CIAT operates as an international agricultural research centre within the CGIAR system, with the mandate to conduct research on problems in tropical agriculture for the benefit of Colombia and other developing countries;
6. The Government of Colombia and the co-sponsors, in a memorandum signed on 12 October 1983¹ on the occasion of the tenth anniversary of the inauguration of the permanent headquarters of CIAT, expressed particular interest in the satisfactory continuation of its activities and their belief that it must have the status and characteristics appropriate to its international mandate, its international sources of funding and the international nature of its staff;

¹ Came into force on 12 May 1988, i.e., 30 days after the date (13 April 1988) on which the Government of Colombia had notified the International Centre for Tropical Agriculture that it had been approved, in accordance with article 8 (1).

7. In an Agreement signed on 28 May 1986¹ at Washington (United States of America), IBRD and UNDP founded the International Centre for Tropical Agriculture (CIAT), with juridical personality and international status, with the intention of having the CIAT, referred to in the third preambular paragraph of this Agreement, continue to exist and operate with headquarters in Colombia, under the terms of the newly founded CIAT, with its juridical personality and international status;

8. The Establishing Act of CIAT, signed by IBRD and UNDP, stipulates that CIAT must conclude an agreement with the Government of Colombia regulating its existence in Colombia on the basis of its new juridical personality and a recognition of its international status,

Accordingly:

The Government of the Republic of Colombia and the International Centre for Tropical Agriculture (CIAT) have agreed as follows:

Article 1

(a) Under this Agreement, the Government of Colombia shall make available a permanent site in its territory for the International Centre for Tropical Agriculture (CIAT) and, in order to help further its basic objectives, guarantees that the facilities and privileges which are established in this Agreement shall remain in effect.

(b) The Government of Colombia recognizes the International Centre for Tropical Agriculture (CIAT) as an independent, international, non-profit agency with juridical personality and with international sources of funding.

(c) In this Agreement, the term "internationally recruited staff" means high-level scientific, technical and administrative staff who, under CIAT regulations, are recruited at the international level.

Article 2

CIAT shall publicize in Colombia, by whatever means it considers most appropriate, the technology generated by its scientists. The Ministry of Agriculture and the specialized institutions devoted to agricultural research and development, such as the Colombian Agricultural Institute (ICA), the Federation of Rice-growers (Fedearroz), the Federation of Coffee-growers etc., shall have access to the technology generated by CIAT in their fields of interest. CIAT shall admit Colombian professionals to its training programmes. To the above ends, CIAT may conclude agreements or contracts with Colombian bodies.

Article 3

In accordance with article 7, paragraph 1, of the Agreement concluded between IBRD and UNDP, which provides that the host country and CIAT shall be represented on the CIAT Governing Board, the Government of Colombia and CIAT deem it appropriate to continue the present arrangement by which the following nationals of Colombia are *ex officio* members of the CIAT Governing Board: the Minister of Agriculture, the General Manager of the Colombian Agricultural Institute (ICA) and the Rector of the National University of Colombia. A fourth Colombian member shall be chosen freely by the Governing Board.

¹ United Nations, *Treaty Series*, vol. 1546, No. II-1029.

Article 4

The Government of Colombia shall grant CIAT the following privileges and immunities in the territory of Colombia:

1. Premises

The premises in which CIAT has its headquarters in the town of Palmira and the residence of the Director General in Cali shall be inviolable. To this end, CIAT shall submit the requisite documentation to the Ministry of Foreign Affairs.

2. Archives

The archives of CIAT shall be inviolable. The term “archives” includes, *inter alia*, all financial and other records, correspondence, documents, manuscripts, photographs, films and recordings belonging to CIAT or held by CIAT in the premises referred to in paragraph 1 of this article.

3. Immunities

(a) Within the limits of its official activities, CIAT shall have immunity from every form of legal process, except:

- (1) In so far as in any particular case CIAT has expressly waived such immunity;
- (2) In respect of a civil action by third parties for damages arising from an accident caused by a motor vehicle belonging to CIAT or driven on its behalf, or in respect of a traffic violation involving such a vehicle; and
- (3) In the case of the seizure, by decision of the judicial authorities, of the salary or emoluments which CIAT pays to a member of its staff.

(b) Except as provided in paragraph 3 (a) above, the property and other assets of CIAT shall be immune from any form of search, confiscation, expropriation and distraint. They shall also be immune from any form of provisional administrative or judicial seizure, except in so far as that may be temporarily necessary in connection with the prevention and investigation of accidents involving motor vehicles belonging to CIAT or driven on its behalf.

4. Taxes

(a) CIAT, as a juridical person, its assets, income and expenditure and any operations and transactions conducted and executed by it in furtherance of its objectives shall be exempt from every form of direct or indirect taxes, dues, fees, contributions, customs duties, stamp duties, emoluments, assessments and charges on persons, things or activities, whether national, departmental, municipal or levied by decentralized institutes, and whatever their purpose or use. The foregoing shall not apply to charges for public services.

(b) For the implementation of paragraph 4 (a) above, the Government shall make all the appropriate arrangements to have CIAT reimbursed for any taxes which may have been included in the purchase price of property or services acquired by CIAT in the furtherance of its objectives.

5. Imports and exports

(a) CIAT shall, in addition to the exemptions specified in the preceding paragraph, be exempt from import duties under Decree No. 3312 of 14 November 1985 and the legislation supplementing or amending it, and from prohibitions and restrictions on imports and exports in respect of articles imported or exported by CIAT in the course of its operations.

(b) CIAT may import free of customs duties any vehicles it needs for its official use or for its international officials. All vehicles shall be imported and registered in CIAT's name. The number of vehicles in its fleet shall equal the number which at the time of the signing of this Agreement are registered in CIAT's name with the Protocol Department of the Ministry of Foreign Affairs. Thereafter, reasons must be given for each additional vehicle in a memorandum of application to the Protocol Department.

The arrangements for the import and sale of vehicles belonging to CIAT and for their registration and the assignment of licence plates shall be the same as those established for vehicles of the technical mission under Decree No. 232 of 1967 and related provisions.

(c) Without any implication of a restriction in the general effect of the foregoing provisions, CIAT shall be authorized to import and export the biological materials needed for its scientific research, subject to the laws and regulations of Colombia on quarantine and inspection of such materials in order to avoid the introduction into the country or the export from it of serious diseases or pests. The Government of Colombia shall ensure the prompt and expeditious inspection of all materials. In implementation of the foregoing, the Ministry of Agriculture of Colombia shall instruct the Colombia health and customs authorities to allow the free movement of seeds and genetic materials belonging to CIAT in Colombian territory. In respect of its exports, CIAT shall submit to the appropriate authorities only the bill of lading. CIAT shall be exempt from the export registration requirement.

(d) The Customs Department of Colombia shall facilitate the customs clearance of vehicles and property intended for CIAT and of the household effects of its international officials.

In addition, in order to facilitate the imports referred to in this Agreement, no advance permit shall be required and the bill of lading shall suffice for the speedy granting of customs clearance, as the sole document required for presentation to the customs authorities upon the arrival of the merchandise in a Colombian port. The provisions of paragraph 5 (b) of this article shall govern motor vehicles.

In order to facilitate the import and shipping of merchandise imported by the International Centre for Tropical Agriculture (CIAT) for its consumption, CIAT shall maintain an equipped customs warehouse among its facilities in Palmira. In addition, the customs authorities shall authorize the rapid transfer to the CIAT warehouse of merchandise arriving at any of the customs offices in the country and addressed to CIAT. The International Centre for Tropical Agriculture shall be responsible for the transfer.

6. *Funds and property*

(a) Without being restricted by financial controls, regulations or moratoria of any kind, CIAT may:

- (1) Receive and hold funds in any currency, in cash or securities of any kind, and operate accounts in any currency; and
- (2) Freely transfer its funds and convert them into any type of currency when it deems it appropriate.

(b) At the request of CIAT, the Government of Colombia shall help CIAT to obtain the most favourable terms in its exchange transactions from a foreign currency into Colombian currency and vice versa.

(c) The International Centre for Tropical Agriculture (CIAT) may receive donations from Colombian entities and individuals, and tax rebates and benefits shall be given to donors fulfilling the conditions laid down by the legislation in force at the time of the donation; CIAT being authorized to that end to issue the corresponding certifications of donation which are valid for tax purposes.

(d) CIAT may accept and acquire by donation, surrender, barter, free loan, bequest, conveyance, purchase or lease, either with full right or in bailment, any contributions of movable or immovable property from any person, firm or institution, including funds and articles of value, which are necessary to accomplish the purposes and objectives of CIAT, and to possess, operate, use and dispose of the said property and assets in any manner.

7. *Communications*

For its official communications and publications, CIAT shall enjoy treatment not less favourable than that accorded by the Government of Colombia to other international organizations.

8. *Publications*

CIAT shall be free to publish and to publicize its research findings and any other informational material concerned with its activities, with no restriction whatsoever. CIAT publications shall have the benefit, in the territory of Colombia, of postal rates equal to those granted to other publications of the same type.

9. *Employment policies*

(a) CIAT shall be free to adopt in respect of its internationally recruited staff any appropriate policies and terms of employment which will enable it to recruit and retain such staff, taking an international approach, without discrimination on grounds of nationality or race and with no other considerations than their qualifications and experience. The rights and obligations of the staff thus recruited and cleared with the Ministry of Foreign Affairs, as provided in section 13, paragraph (a) below, shall be governed exclusively by the terms and conditions established by CIAT.

(b) CIAT employees and workers, as distinguished from the internationally recruited staff referred to in the preceding paragraph (a), shall be subject to Colombian labour legislation. In respect of such staff, CIAT shall comply with Colombian legislation relating to the minimum wage, supplementary payment for night work, rest days on Sundays and holidays, and income tax deduction at source, and shall enrol such staff in the Colombian Social Security Institute. It is understood that CIAT shall not pay dues to the National Apprenticeship Service (SENA), these being dues from which CIAT is exempt under the terms of article 4, section 4, of this Agreement.

CIAT, the international agency, assumes all the obligations arising from the existing employment contracts entered into by CIAT, the Colombian corporation referred to in the third preambular paragraph of this Agreement.

10. *Governing Board*

(a) The members of the Governing Board who are not Colombian nationals shall enjoy the immunities and privileges referred to in section 13, paragraphs (a), (i) and (ii) and (b) (i) and (ii), of this article.

11. *Director General*

(a) The Director General of CIAT, in the event that he is not a Colombian national, shall have the status of head of an international technical mission and representative of an international agency and shall accordingly enjoy the privileges and immunities laid down in article 8 (a) of Decree No. 3135 of 1956 and in Decree No. 232 of 1967 of the Government of Colombia.

(b) The President of the Governing Board of CIAT shall in all cases communicate to the Ministry of Foreign Affairs the name of the person designated to hold the said post.

(c) The Director General of CIAT shall communicate in good time to the Ministry of Foreign Affairs the name(s) of the person(s) who will replace him in the performance of his functions in the event of a temporary absence.

(d) The Director General shall register with the Ministry of Foreign Affairs his signature and the signatures of the executive staff whom he authorizes to sign routine documents, such as applications for visas, identity documents to be issued, drivers' licences and the like.

12. *Visas*

Applications for visas for the technical and scientific staff employed by CIAT, for the foreign members of its Governing Board and for the technicians and scientists attending training programmes, seminars or conferences shall be submitted to the Visa Division of the Ministry of Foreign Affairs by the Director General of the Centre or the person acting on his behalf. The Rotating Fund special form shall not be required, but the applications shall be accompanied by the curriculum vitae of the applicant and an explanation of the work he will be doing in the country and the duration of his stay.

The Ministry of Foreign Affairs shall issue the visas, where required, free of charge and shall grant maximum facilities for the entry into the country of CIAT officials together with their spouses and children. Foreign staff on permanent appointments and their spouses and children shall be granted work permits valid for one (1) year and renewable for equal periods until the end of the assignment. Professionals who come to collaborate in scientific research or to participate in training programmes or who come as visiting researchers for a period of over three (3) months shall be granted work permits for a period of up to ten (10) months, subject to renewal, but shall not be entitled to personal importing privileges. The same permits for the same period of time shall be granted to their spouses and children.

Scientific researchers and students, foreign members of the Governing Board of CIAT, participants in international conferences or distinguished visitors who come for periods of up to three (3) months shall be granted courtesy visas for the period of their stay, renewable for up to one (1) additional month only, upon application in advance by the Director General of the Centre.

The visa arrangements established in this Agreement may be modified by supplementary agreements concluded between the Government of Colombia and CIAT.

13. *Internationally recruited staff*

(a) All CIAT staff members recruited internationally shall be accredited by the Ministry of Foreign Affairs and shall enjoy the following privileges:

- (1) Immunity from legal process in respect of all words spoken or written and all acts performed by them in their official capacity and within the limits of their authority;
- (2) Inviolability for all official documents;
- (3) Exemption from the payment of taxes, fees or charges on the value of tickets for national and international travel used while exercising their functions and of any other tax in connection with entry into Colombia or departure from Colombian territory; and
- (4) Use of official vehicles for personal use.

(b) CIAT staff members recruited internationally who are not Colombian nationals shall enjoy the following privileges and immunities as well:

- (1) Immunity from personal arrest or detention;
- (2) Exemption from income taxes and supplementary taxes in respect of the honoraria, salaries and emoluments paid to them by CIAT;
- (3) Immunity from any personal service of a civic nature;
- (4) Immunity, for themselves and their relatives dependent on them, from alien registration and immigration restrictions;
- (5) The freedom to keep personal accounts in foreign currency, to exchange foreign currency for Colombian national currency through authorized agencies, and to withdraw any foreign currency balances in their accounts during and at the termination of their employment by CIAT;
- (6) The same repatriation facilities and rights of protection by the Colombian authorities in times of international tension or domestic or international hostilities, for themselves and their relatives dependent on them, as are accorded to officials of diplomatic missions from foreign countries;
- (7) The freedom to import free of duty household goods and personal belongings at the time of their arrival in Colombia and to export the said articles at the end of their assignment in Colombia, within a period of six months after their arrival in or departure from Colombian territory;
- (8) When an internationally recruited staff member has served with CIAT for four consecutive years and the Director General considers that his contract should continue for an indefinite period, the Director General may, on behalf of that official, request the Ministry of Foreign Affairs to allow him to replace his personal household goods by imports free of consular or customs duties or other charges;
- (9) At the discretion of the Ministry of Foreign Affairs, following a request by the Director General, CIAT may bring into Colombia, for its official use and that of its internationally recruited staff, free of customs duties and other charges, certain articles for its exclusive official use or particular consumption, such as food, alcoholic beverages, medicines and the like; and
- (10) Appropriate visas and drivers' licences for technical staff and their relatives may be issued by the Ministry of Foreign Affairs, together with identity documents or cards certifying their connection with CIAT, for the purpose of applying the privileges and immunities recognized in this Agreement.

The identity documents issued by the Ministry of Foreign Affairs for non-Colombian internationally recruited staff and their relatives shall be fully valid for identification purposes before any Colombian authority.

14. *Implementation*

(a) With a view to granting each internationally recruited CIAT staff member the privileges and immunities set forth in this Agreement, the Director General of CIAT or his representative shall submit individual applications to the Ministry of Foreign Affairs indicating the name of the official and of the relatives dependent on him, a brief description of his qualifications and experience and of the functions he will perform, and the expected duration of the official's employment.

(b) With a view to extending the privileges and immunities described above to the members of the CIAT Governing Board, the Director General or his representative shall provide the Ministry of Foreign Affairs with a list of the Colombian and non-Colombian members of the Board and shall update the said list annually.

(c) The Director General of CIAT or his representative shall follow the same procedure with the Ministry of Foreign Affairs in order to obtain the respective visas, exemptions from immigration and departure taxes and other facilities for entry into the country, in the case of scholarship holders, short-term advisers, lecturers, immediate relatives of the non-Colombian members of the Governing Board who are accompanying the latter, and official visitors.

15. *Waiver of immunity*

The Director General of CIAT shall have the right and the duty to waive the immunity of any internationally recruited staff member in any case where, in his opinion, the immunity would impede the course of justice and can be waived without prejudice to the interests of CIAT.

Article 5

The Government of Colombia shall take appropriate steps to put into effect the provisions of this Agreement. The Parties to this Agreement recognize that the Government of Colombia and CIAT must hold direct consultations regularly in order to put into effect and implement these provisions, and they agree that all differences arising out of the interpretation or application of the privileges and immunities referred to in this Agreement shall be considered, discussed or settled, as appropriate, by the Government of Colombia and CIAT.

Article 6

CIAT, as an entity with juridical personality and international status, shall be independent of the organizations which established it. Consequently, neither IBRD nor UNDP nor any other member of CGIAR shall be responsible for any obligation contracted by CIAT.

Article 7

Upon the entry into force of this Agreement, the CIAT with Juridical Personality 4939 of 4 December 1967 accorded by the Ministry of Justice of Colombia shall be dissolved, and all its assets, liabilities and obligations shall be transferred to the newly founded CIAT with international status.

Article 8

1. This Agreement shall enter into force 30 days after the date on which the Government of Colombia notifies CIAT that the said Agreement has been approved by the Colombian Congress.

2. This Agreement shall remain in force until the earlier of the two following dates:

- (a) One year after either the Government of Colombia or CIAT notifies the other Party of its desire to terminate the Agreement; or
- (b) The date indicated in the resolution dissolving CIAT in accordance with its Statutes.

Once this Agreement has been terminated and the resolution dissolving CIAT has been statutorily adopted, CIAT shall wind up its affairs and, after all debts have been paid, the assets remaining in Colombia shall be transferred to another non-profit Colombian institution dedicated to research, education or extension activities, as deemed most appropriate by CIAT and the Ministry of Agriculture.

IN WITNESS WHEREOF, the Parties to this Agreement, acting through their duly authorized legitimate representatives, sign this Agreement in their respective names.

DONE at Bogotá on 5 May 1987, in two equally authentic copies.

For the Government
of Colombia:

[Signed]

JULIO LONDOÑO PAREDES
Minister for Foreign Affairs

For CIAT:

[Signed]

JOHN L. NICKEL
Director General