

No. 1020

**INTERNATIONAL FUND
FOR AGRICULTURAL DEVELOPMENT
and
INTER-AMERICAN INSTITUTE
FOR COOPERATION ON AGRICULTURE**

Cooperation Agreement. Signed at Rome on 6 October 1987

Authentic text: English.

Filed and recorded at the request of the International Fund for Agricultural Development on 16 November 1988.

**FONDS INTERNATIONAL
DE DÉVELOPPEMENT AGRICOLE
et
INSTITUT INTERAMÉRICAIN
DE COOPÉRATION SUR L'AGRICULTURE**

Accord de coopération. Signé à Rome le 6 octobre 1987

Texte authentique : anglais.

Classé et inscrit au répertoire à la demande du Fonds international de développement agricole le 16 novembre 1988.

COOPERATION AGREEMENT¹ BETWEEN THE INTERNATIONAL FUND FOR AGRICULTURAL DEVELOPMENT AND THE INTER-AMERICAN INSTITUTE FOR COOPERATION ON AGRICULTURE

Dated 6 October 1987

COOPERATION AGREEMENT

AGREEMENT dated 6 October 1987 between the INTERNATIONAL FUND FOR AGRICULTURAL DEVELOPMENT (hereinafter called the "Fund") and the INTER-AMERICAN INSTITUTE FOR COOPERATION ON AGRICULTURE (hereinafter called "IICA").

Whereas:

A) The Fund has been established to contribute to the agricultural development of its developing Member Countries, mainly through the financing of projects and programs (hereinafter called "Projects") to increase food production, improve nutritional levels and raise living standards of the poorest populations;

B) IICA is a specialized agricultural institute of the Organization of American States and has been established to encourage, promote and support the efforts of its Member States to achieve agricultural development and rural well-being through agricultural studies and Projects;

C) The Fund and IICA wish to establish a framework for cooperation in Projects to be implemented, in accordance with their objectives, in the developing countries of membership common to both of them (hereinafter referred to as "common developing member country(ies)");

Now, therefore, the Parties hereto hereby agree as follows:

Article I. COOPERATION

1.1. The Fund and IICA agree that, with a view to facilitating the attainment of their common objectives and to promoting an harmonious approach to agricultural development, rural development, food production and nutrition, they shall act in close cooperation and shall consult each other regularly on all matters of mutual interest.

1.2. For the purposes of cooperation under this Agreement, the Fund and IICA shall cooperate fully on terms and conditions satisfactory to each other. The Fund, in carrying out its functions, may make use, as it deems appropriate, of the services and expertise in IICA.

1.3. Any activity carried out by the Fund or IICA pursuant to this Agreement shall be consistent with the policies, criteria and regulations laid down by the respective governing bodies of each organization.

¹ Came into force on 6 October 1987 by signature, in accordance with section 5.4.

Article II. PROJECT IDENTIFICATION, PREPARATION,
APPRAISAL AND SUPERVISION

2.1. (a) At the request of the Fund, IICA shall, in agreed cases, organize or participate in missions to their common developing member countries, either independently or jointly with the Fund, in order to identify Projects suitable for possible financing by the Fund.

(b) In addition, IICA may bring to the attention of the Fund Projects which it has identified in the normal course of its operations and which might be suitable for selection by the Fund.

2.2. At the request of the Fund, IICA may assist a common developing member country in preparing Projects for submission to the Fund and the Fund may participate in such preparation.

2.3. At the request of the Fund, IICA may participate in:

(a) Appraisal missions organized by the Fund, or entrusted to another institution, by the Fund; and

(b) Monitoring and evaluation and special programming missions organized by the Fund.

2.4. The terms of reference, methods and procedures of operation of any mission that IICA may organize or participate in pursuant to this Article shall be as agreed between the Fund and IICA. The Fund reserves the right to participate in such missions and the personnel selected by IICA to participate in any such mission shall be to the satisfaction of IFAD.

2.5. The Fund may invite IICA to participate in negotiations or discussions between the Fund and the recipient concerned regarding a loan or grant for a Project in which IICA has participated.

2.6. At the request of the Fund, IICA may, with regard to the Fund's Projects, provide technical training and other suitable assistance and carry out such other activities as agreed upon from time to time between the Fund and IICA. Any activity to be undertaken by IICA under this Section shall be consistent with the Fund's Loan or Financing Agreement for the Project concerned.

2.7. IICA may, at the request of the Fund, organize, implement and evaluate courses, workshops and other activities related to training and exchange of experiences.

2.8. At the request of the Fund, IICA may accept responsibilities for carrying out supervision missions on behalf of the Fund for Projects receiving the Fund's assistance, or participate in such supervision missions along with the Fund.

2.9. The Fund and IICA shall agree on the type, form and contents of the reports that IICA shall prepare for any activity it conducts pursuant to this Article.

Article III. CONSULTATION; EXCHANGE OF INFORMATION;
REPRESENTATION

3.1. For the proper and efficient execution of cooperation activities under this Agreement, the Parties shall maintain close contact and consult with each other, and shall hold such periodic meetings as may be necessary and mutually

convenient to decide various operational, technical, financial and other matters related to the execution of a cooperation activity.

3.2. The Fund and IICA shall endeavor, subject to such limitations as may be necessary for the safeguarding of confidential information and materials, to keep each other regularly informed and exchange reports and documents regarding their programs of activities.

3.3. The Fund may invite IICA as Observer to attend meetings of the Governing Council of the Fund, and IICA may invite the Fund as Observer to attend meetings of its Inter-American Board on Agriculture.

Article IV. FINANCIAL MATTERS

4.1. The Fund shall remunerate IICA for the latter's services under this Agreement. The procedure for determining and calculating costs to be covered by the Fund to IICA shall be established by mutual agreement of the Parties before IICA shall commence its activities hereunder. The arrangement so resulting may be reviewed from time to time at the proposal of one or both Parties, and the application of any changes resulting from such review shall require the agreement of both Parties.

4.2. IICA shall maintain accounts, records and supporting documentation relating to operations carried out under this agreement in accordance with its regulations and rules, insofar as applicable.

4.3. (a) IICA shall furnish to the Fund periodical reports on the financial situation of its operations carried out under this Agreement at such times and in such form as may be agreed by the Fund and IICA. Periodical reports mentioned herein include an audited statement of IICA's accounts for the activities under this Agreement, if so requested by the Fund.

(b) The cost of any audit requested by the Fund which is outside the normal IICA audit referred to herein of the activities under this Agreement shall be borne by the Fund.

Article V. FINAL PROVISIONS

5.1. For any cooperation activity to be undertaken by IICA under this Agreement, appropriate arrangements shall be made by the Fund and IICA to obtain the concurrence of the Member of the Fund and IICA in which any cooperation activity under this Agreement is to be carried out, and the agreement by that Member to provide assistance necessary for proper and efficient execution of the cooperation activity. Neither Party shall agree to any modification of such arrangements without the concurrence of the other Party.

5.2. (a) In its operations hereunder, the personnel of IICA shall not be considered as staff members or agents of the Fund and the personnel of the Fund shall not be considered as staff members or agents of IICA. Neither Party shall be liable for the acts or omissions of the other Party or of persons performing services on behalf of the other Party.

(b) All rights in any reports, documents or materials whatsoever compiled by IICA or its contractors pursuant to any activity under the provision of this Agreement:

- (i) Financed exclusively by the Fund shall vest in the Fund, and IICA shall use, when necessary, the said reports, documents or materials only with the prior written permission of the Fund;
- (ii) Financed jointly by the Fund and IICA shall vest jointly in the Fund and IICA and either shall be able to use any such documents only with the consent of the other.

5.3. The Fund and IICA may enter into such supplementary arrangements within the scope of this Agreement as may be desirable in the light of the operating experience gained in the implementation of this Agreement.

5.4. (a) This Agreement shall enter into force upon signature and shall continue to be in force until terminated under sub-paragraph (c) below.

(b) This Agreement may be modified by written agreement between the Parties hereto. Any such amendment shall enter into force after each Party has satisfied its necessary legal requirements.

(c) This Agreement may be terminated by either Party by written notice to the other and shall terminate sixty days after receipt of such notice. However, it may not be terminated for a Project under execution without the concurrence of both Parties. The provisions of Article V shall survive such termination to the extent necessary to permit an orderly settlement of accounts between the Parties and, if appropriate, with each government concerned.

5.5. Any communication, notice or request required or permitted to be given, made or sent hereunder shall be in writing and shall be deemed to have been duly given or made when it shall have been delivered by hand, mailed or cabled to the other Party at the following addresses:

For the Fund:

International Fund for Agricultural Development
107 Via del Serafico
00142 Rome, Italy

Cables:

IFAD ROME

Telex:

614160 IFAD ROME
614162 IFAD ROME

For IICA:

Inter-American Institute for Cooperation on Agriculture
Apartado 55, 2200 Coronado
San José, Costa Rica

Cables:

IICA

Telex:

2144 IICA
Costa Rica

5.6. The above-mentioned addresses may be modified provided that due notice is given in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed on the date mentioned above.

Inter-American Institute for Cooperation on Agriculture:

M. PIÑEIRO
Director General

International Fund for Agricultural Development:

I. JAZAIRY
President
