

CGIAR Information Service

AGREEMENT BETWEEN THE FEDERAL MILITARY
GOVERNMENT OF THE FEDERAL REPUBLIC OF NIGERIA
AND THE INTERNATIONAL CROPS RESEARCH INSTITUTE
FOR THE SEMI-ARID TROPICS
(ICRISAT)

Preamble

The Federal Military Government of the Federal Republic of Nigeria ("Government") and the International Crops Research Institute for the Semi-Arid Tropics ("ICRISAT"), (hereinafter referred to as "the Contracting Parties");

Noting the establishment of the Consultative Group for International Agricultural Research (CGIAR) under the patronage of the UNDP, FAO and World Bank and the creation of ICRISAT by CGIAR in 1972 as an international non-profit research, educational, development, and training institute with headquarters in Patancheru (near Hyderabad), India;

In view of the common aim of the 13 International Agricultural Research Centres established by the Consultative Group for International Agricultural Research "to help the developing countries to gain self-sufficiency in food and to improve the standards of living of their populations by a common effort, on a world-wide basis, through research designed to increase the production of food crops and the training of scientists and technicians of developing countries";

In view of the specific objectives of ICRISAT which are:

- (a) To serve as a world centre for the improvement of grain yield and quality of sorghum, millet, chickpea, pigeonpea, and groundnut and to act as a world repository for the genetic resources of these crops;
- (b) To develop improved farming systems that will help to increase and stabilize agricultural production through more effective use of natural and human resources in the seasonally dry semi-arid tropics;
- (c) To identify constraints to agricultural development in the semi-arid tropics and evaluate means of alleviating them through technological and institutional change; and
- (d) To assist in the development and transfer of technology to the farmer through cooperation with national and regional research programmes, and by sponsoring workshops and conferences, operating training programmes, and assisting extension activities;

Recognizing the desire of the Federal Military Government of the Federal Republic of Nigeria to support and assist the improvement of sorghum and millet in the West African sub-region;

Concerned with ensuring the functioning of ICRISAT's services so that these objectives and purposes can be attained;

We agreed as follows:

Article I

ICRISAT shall undertake a West African sub-regional research and training programme on sorghum and millet from a central base in Nigeria in cooperation with National Agricultural Research and Development Programmes and relevant institutions in the sub-region for the improvement of agricultural production, particularly food production in the sub-region. The programmes shall have the following general objectives which may be restricted or enlarged after mutual examination and consent:

- (a) The introduction, evaluation, and adaptation of improved varieties or other genetic sources of sorghum and millet, including prompt screening of varieties in use or in testing programmes in countries of the sub-region;
- (b) The development of varieties and hybrids with high yields of grain and good nutritious quality, satisfying the needs and preferences of farmers from different parts of the region and resistant to damage caused by diseases and pests, and tolerant to major environmental stresses;
- (c) The installation of sub-regional and local tests to determine the range of adaptability of improved cultivars and advanced breeding material, as well as to establish screening nurseries for disease, insect, weed, and environmental stresses;

- (d) The collection and evaluation of local genetic resources of sorghum and millet, the introduction of these resources into world collections, to assist with preservation and evaluation, and the distribution of promising materials to other countries of the sub-region;
- (e) Participating in the testing of improved systems for the wise exploitation of soil, water, and crops, and the better utilization of human and other resources in the sub-region as developed and recommended by others;
- (f) Training of scientists and agricultural research technicians from countries of the sub-region to broaden their knowledge and professional experience so that they may render a great service to their country and the sub-region.

Article II

The ICRISAT West African Sub-Regional Programme based in Nigeria shall engage in the following activities:

- (a) Assisting Governments and countries of the sub-region in improving programmes to introduce, evaluate, and utilize improved cultivars of sorghum and millet, for use in the farming systems of the sub-region;
- (b) Providing to Governments and countries of the sub-region ready access to its genetic resources, seeds, selection lines and other genetic materials;
- (c) Providing opportunities for training at ICRISAT and elsewhere for selected scientists and technicians;

- (d) Organizing periodic workshops, scientific conferences, forum and seminars;
- (e) Publishing and disseminating research results;
- (f) Undertaking such other activities as may be found necessary to the furtherance of the aforesaid objectives, and as may be agreed upon by the Contracting Parties.

Article III

To accomplish the aforesaid objectives and activities within the limits of its funds, personnel and other resources, ICRISAT shall:

- (a) Assign scientific and other senior staff recruited on an international basis without discrimination as to nationality, origin or any consideration other than scientific and professional merit and performance;
- (b) Establish terms and conditions for employment of its locally recruited scientists, technicians, and clerical, administrative and operative support personnel that conform to the accepted norms of the host country with such modifications as may be necessary to assure availability of well-qualified staff and a high quality of performance;
- (c) Cooperate at all times with the appropriate authorities of the Government to facilitate the proper administration of justice, secure the observance of police regulations, and prevent the occurrence of any abuse in connection with the privileges, immunities and facilities mentioned in Article IV.

Article IV

For the effective conduct of the programmes envisaged and full realization of benefits to countries of the sub- region the Government shall:

- (a) Guarantee the international status of ICRISAT in accordance with the United Nations (Privileges and Immunities) Convention. For the purpose of interpretation, the word ICRISAT shall be substituted for "United Nations Organization" or "Organization";
- (b) Not impose any restriction on the exchange and transport of seeds and other genetic material within and outside the country, with the exception of appropriate quarantine checks to prevent the import and export of diseases and pests;
- (c) Allow all necessary movement of ICRISAT staff and consultants and trainees in and out of Nigeria as often as may be necessary, without prior permission of the Government for such travel;
- (d) Protect the interests and ensure the safety of ICRISAT international staff in accordance with the United Nations (Privileges and Immunities) Convention. For the purpose of interpretation, the words ICRISAT and ICRISAT Director General shall be substituted for the "United Nations Organization" and "Secretary-General" respectively;
- (e) Allow currently used and new personal effects of ICRISAT's internationally-recruited staff and their families to be

imported free of duties and taxes on each assignment to Nigeria and at two years intervals thereafter as needed for resupply of household goods and equipment. It is understood however that such household goods shall not be sold in Nigeria without the approval of the Government;

- (f) Allow the importation, free of duties and taxes, of one new personal vehicle per family for each expatriate ICRISAT staff member initially on each assignment to Nigeria and thereafter every three years during a period of continuous service in Nigeria of any internationally recruited ICRISAT staff member. Sale or disposal of such personal vehicle shall be in accordance with the laws and regulations in force in Nigeria;
- (g) Ensure the rapid issuance of permits for the required residence and free movement within and outside Nigeria for ICRISAT's internationally-recruited staff members and their families;
- (h) Provide suitable types and amounts of land and irrigation water rights, access to electric power and other required services and infrastructure as needed at established Government research locations and other such locations as may be agreed upon between the Institute for Agricultural Research, Nigeria, and ICRISAT for the development of research field sites and construction of office, laboratory, support buildings and housing facilities that are required for the research centre and off-centre test sites as specified in the work and funding agreements for this

research project, and for this purpose authorise the Institute for Agricultural Research to enter into an agreement with ICRISAT.

Article V

- (a) This Agreement shall enter into force on the date of the last signature and shall remain in force for as long as the Contracting Parties mutually desire.
- (b) If either Party wishes to terminate this Agreement it shall give six months' written notice of its wish to do so to the other Party and the Agreement shall stand terminated on the expiration of that period of notice.
- (c) On the termination of this Agreement as provided herein any land or fixed capital assets thereon situated within the territory of the Federal Republic of Nigeria shall revert to the Government. The manner of disposal of all movable assets, including equipment belonging to ICRISAT, shall be determined by its Governing Board whose decision in this regard shall not contravene any relevant law, rules and regulations in Nigeria.

Article VI

Any amendment to or revision of this Agreement shall be made in writing and shall come into force after approval by both Contracting Parties.

Article VII

Any disputes or differences relating to the interpretation or application of this Agreement shall be resolved by means, including negotiation, to be mutually agreed by the Parties.

If any such disputes or differences cannot be resolved by such means then the Agreement shall stand terminated six months after the last date of efforts made to resolve the disputes or differences and the provisions of Article V(c) hereof shall apply.

In witness whereof the authorised representatives of the Contracting Parties, duly authorised by their Government and Governing Body respectively, have signed this agreement.

Done at Lagos this Fifteenth day of September 19 ⁸⁷ in two originals in the English language.

A. O. A. O.

For the Federal Military Government of the Federal Republic of Nigeria.

H. M. Hardy

For the International Crops Research Institute for the Semi-Arid Tropics.

