

8/11/1983

AGREEMENT ON COOPERATION

BETWEEN

THE WEST AFRICA RICE DEVELOPMENT ASSOCIATION

AND

THE GOVERNMENT OF THE REPUBLIC OF COTE D'IVOIRE

The West Africa Rice Development Association (hereinafter referred to as WARDA or the the Association) and the Republic of Côte d'Ivoire (hereinafter referred to as the Government);

WHEREAS the Republic of Côte d'Ivoire has accepted the Constitution and is a member state of WARDA;

WHEREAS paragraph 2 of Article 1 of the Constitution provides that WARDA shall assist the governments of the Member States to achieve operational cooperation in the pursuit of the following aims:

- (a) promotion of rice production within the countries of West Africa;
- (b) increase of the quantity of rice produced;
- (c) improvement of the quality of rice produced in West Africa;
- (d) encouragement of the production and use of varieties suited to the conditions of the countries in West Africa and to existing and prospective demand;
- (e) exploration, introduction and extension of rational production methods adapted to the conditions prevailing in the countries of West Africa;
- (f) promotion and implementation of measures for effective phytosanitary controls in relation to rice;
- (g) promotion of storage and processing, as well as marketing of rice both within countries in West Africa and with respect to external trade in rice.

AND WHEREAS paragraph 2 provides that WARDA shall adopt or promote the adoption of the following measures:

- (a) encouraging, coordinating, and undertaking as necessary basic and applied research programs in the scientific, technical, economic and sociological fields;
- (b) collecting, analysing and disseminating information on methods applied, experience gained, and results obtained both within and outside West Africa;
- (c) organizing or arranging for conferences, seminars and training facilities, securing of fellowships and establishing, or assisting in the establishment, of advisory services and training and extension facilities;
- (d) elaborating requests for special financial and technical assistance and receiving and administering separately such financial and technical assistance (including movable and immovable property, services and loans), as may be made available under the appropriate programs of the United Nations, the specialized Agencies, other organizations or governments desirous to support the aims of the Association;
- (e) providing, as appropriate, regional rice research and development facilities;
- (f) carrying out or promoting any other measures or activities at the regional as well as the national level, as determined by the Governing Council, for the purpose of developing rice production and marketing in West Africa.

DESIROUS of concluding an agreement to regulate the implementation of such operational cooperation;

HAVE AGREED, in a spirit of cooperation, to enter into this Agreement.

Article I

Scope of This Agreement

1. This Agreement embodies the basic conditions under which WARDA shall assist the Government to achieve operational cooperation in the promotion of rice research, training and development activities in the countries of West Africa.
2. Assistance shall be provided by WARDA under this Agreement in accordance with its Program of Work as approved by the Governing Council of WARDA (hereinafter referred to as the "Governing Council") only in response to requests submitted to it by the Government through the Executive Secretary of WARDA (hereinafter called the "Executive Secretary").

Subject to the availability of the necessary funds to WARDA, such assistance shall be made available to the Government, or to such entity as the Government may designate, and shall be furnished and received in accordance with the relevant and applicable decisions of the Governing Council.

Article II

Juridical Personality of WARDA

1. The Government shall recognize the juridical personality of WARDA, which shall have the capacity:
 - (a) to contract;
 - (b) to acquire and dispose of movable and immovable property;
 - (c) to institute legal proceedings.

Article III

Regional, Subregional and Project Offices

1. The Government shall recognize the right of WARDA to establish in the Republic of Côte d'Ivoire such regional, sub-regional or project offices as may be required for the implementation of the research and development activities approved as part of the Program of Work of WARDA.
2. As soon as any sub-regional or project office has been established, the Government shall make available to WARDA, temporarily, the use and occupancy of suitable premises and the use of installations and fixtures therein contained for the operation of WARDA, or shall arrange for WARDA to acquire or construct and dispose of such premises, installations and fixtures therein contained for the operation of WARDA, or shall arrange for WARDA to acquire or construct and dispose of such premises, installations and fixtures under mutually agreed terms and conditions.

Article IV

Inviolability of Office Premises

1. The Government shall recognize the inviolability of WARDA Subregional or Project Offices.
2. WARDA shall ensure that its offices are not used as a refuge by violators of the law or persons who are endeavouring to avoid arrest or service of legal process or judicial proceedings of any law of the Government, or who are required for extradition.
3. No officer or official of the Government, whether administrative, judicial, military or police shall enter an office of WARDA to perform any official duties therein except with the consent or at the request of the WARDA officer in charge of the said office or offices, and under the conditions to which he has agreed.

Article V

Protection of WARDA Offices

1. The appropriate authorities of the Republic of Côte d'Ivoire shall exercise due diligence to ensure that the tranquility of WARDA offices shall not be disturbed by any person or group of persons attempting unauthorized entry or creating disturbances in the immediate vicinity of the said offices.
2. If so requested by the officer in charge of WARDA offices or a duly authorized official acting on his behalf, the appropriate authorities of the Republic of Côte d'Ivoire shall provide adequate police protection.

Article VI

Administration and Public Services

The Government shall exercise its authority to have available at WARDA offices, at the expense of WARDA, the necessary public services, including, but without limitation by reason of this enumeration, fire protection, electricity, water, sewage and telephone, and any other administrative service and the other public services supplied on terms similar to those made available to other international agencies in the Republic of Côte d'Ivoire.

Article VII

Communications

1. WARDA shall enjoy for its official communications treatment not less favourable than that accorded by the Government to any other international agency in the matter of priorities and rates on mails, cables, telegraphes, radiogrammes, telephone and other communications.
2. The Government shall facilitate free and unhindered movement of WARDA personnel, supplies and equipment for official purposes within the Republic of Côte d'Ivoire.

3. The Government shall accord to official correspondence, publications and other communications of WARDA the same privileges and immunities extended to international agencies in the Republic of Côte d'Ivoire.

Article VIII

Property of WARDA and Taxation

1. WARDA, and its property, wherever located, and by whomsoever legitimately held, shall enjoy immunity from every form of legal process, except in so far as in any particular case where the Director General shall have expressly waived its immunity. It is, however, understood that, in the case of waiver of immunity, no such waiver shall extend to any measure of execution.

2. The archives and, in general, all documents belonging to WARDA or held by it, shall be inviolable wherever located.

3. The assets, income and other properties of WARDA shall be exempt from any form of direct taxation. WARDA shall, however, not be exempt from charges for public utility services.

4. WARDA shall be exempt from customs duties and from prohibitions and restrictions on imports and exports in respect of articles imported or exported by it for its official use, on the understanding that articles imported under such exemptions shall not be sold within the country except in accordance with mutually agreed conditions.

5. WARDA shall also be exempt from customs duties, prohibitions and restrictions in respect of the import and export of its publications, still and moving pictures, films and sound recordings.

6. WARDA shall be exempt from all indirect taxes and duties on its operations and transactions, unless such taxes and duties form part of the price paid and cannot be identified separately from such price.

7. WARDA shall in particular be exempt from customs duties and other levies, prohibitions and restrictions on the importation of service automobiles and spare parts thereof required for its official purposes. The Government shall exempt WARDA vehicles from the tax on circulation and shall grant allotment of gasoline and other required fuel and lubricating oils for each vehicle in quantities and at rates prevailing for other international agencies in the Republic of Côte d'Ivoire.

Article IX

Financial Facilities

1. Without financial control of any kind:
 - (a) WARDA shall have the right to hold funds, or currencies of any kind and operate foreign currency accounts in any currency;
 - (b) WARDA shall, except as hereafter may be provided by an Act of Legislative enactment, be free to transfer its funds, securities or currency from or to the Republic of Côte d'Ivoire and to convert any currency held by it into any other currency.
2. The Government shall accord WARDA the same privileges as are accorded to other international agencies in respect of exchange facilities.

Article X

Privileges and Immunities of Representatives, Observers and Others in the Course of Meetings

1. Representatives of WARDA Member States, staff from headquarters, Subregional and Project Offices as well as Consultants, Delegates, Observers and Experts attending conferences or meetings convened by, or on official mission for WARDA shall, be entitled in the territory of the Republic of Côte d'Ivoire, while exercising their functions and during their journeys, to the following Privileges and Immunities:
 - (a) issuance of visas free of charge and without delay. The authorities shall issue entry visas to the persons mentioned in paragraph 1 of this Article in cases where there is no representative of the host country in the country from which these persons are coming;
 - (b) immunity from personal arrest or detention, immunity from seizure of their personal baggage and immunity from legal process of any kind with respect to acts performed by them in their official capacity (including words spoken or written);

- (c) inviolability of all their documents;
- (d) the right to use codes and to receive documents or correspondence by mail or in sealed bags;
- (e) the same facilities in respect of currency or exchange restrictions as are accorded to officials of international agencies on temporary official mission.

2. The privileges and immunities accorded to the persons mentioned in Article X(1) of this Agreement shall cease to exist after the term of office of these persons has ended. No legal proceedings shall be taken in respect of all these persons for acts committed during their term of office.

3. No activity performed by any such person in his official capacity shall constitute a reason for preventing his entry into, or for requiring him to leave the territory of the Republic of Côte d'Ivoire. This provision shall, however, not prevent the requirement of reasonable evidence to establish that persons referred to therein comply with applicable quarantine and health regulations.

4. The privileges and immunities are accorded to the persons mentioned in this Article not for their personal benefit, but with the aim of enabling them to exercise their functions with full independence. Therefore, a State or a Cooperating Organization has not only the right but the duty to waive the immunity of a person wherever the exercise of the immunity would impede the course of justice or would be contrary to the purpose for which the immunity was accorded.

5. The provisions of this Article shall not apply to a State of which a person is a national.

Article XI

Immunities and Privileges of International Staff

1. Internationally recruited staff members of the Professional Category and the General Service Category shall enjoy the following privileges and immunities:

- (a) immunity from personal arrest or detention;

- (b) immunity from seizure of their official and personal baggage;
- (c) immunity from legal process of any kind with respect to words spoken or written and all acts performed by them in their official capacity in the exercise of their duties in WARDA;
- (d) exemption from any form of indirect taxation on salaries and emoluments paid to them by WARDA or on income derived from sources outside the territory of the Republic of Côte d'Ivoire;
- (e) exemption with respect to themselves, their spouses and relatives dependent on them, from immigration restrictions;
- (f) exemption from national service obligations;
- (g) freedom to maintain within the territory of the Republic of Côte d'Ivoire foreign securities and other movable property and, while employed by WARDA and at the time of termination of such employment, the right to send or take out monies paid to them by reason of such employment, in any foreign currency;
- (h) the same protection and repatriation facilities with respect to themselves, their families and other members of their households as are accorded to diplomatic missions in times of international crisis;
- (i) the right to import free of duties and other levies, prohibitions and restrictions on imports, their furniture, automobile and effects within six months after taking up their post in the Republic of Côte d'Ivoire. This time limit shall be extended with regard to officials serving a probationary period. Staff members shall have the right to replace automobiles on the same conditions after a period of two years. In addition to imports connected with first installation, the Government shall accord every semester, duty free imports of reasonable quantities of household goods, foodstuff, liquor and other articles for use or consumption.

2. WARDA shall specify the categories of officials to which the privileges and immunities shall apply. It shall communicate to the Government the names included in these categories from time to time.

3. In addition to the privileges and immunities mentioned in paragraph 1, the Executive Secretary and the Deputy Executive Secretary shall be accorded the privileges and immunities enjoyed by diplomats in accordance with international law.
4. The provisions of Article X(4) of this Agreement shall also apply to officials of WARDA.
5. WARDA shall cooperate at all times with the appropriate authorities of Government to facilitate the proper administration of justice, secure the observance of police regulations and prevent the occurrence of any abuses in connection with the privileges and immunities mentioned above.
6. If the Government considers that there has been abuse of a privilege or immunity conferred by this Agreement, it shall advise the officer in charge of the WARDA office concerned. The officer in charge shall arrange for the Executive Secretary to take appropriate measures. If the measures taken are not satisfactory to the Government, the question shall be settled in accordance with Article XV of the Constitution on settlement of disputes.
7. The persons enjoying diplomatic immunities in accordance with paragraph (4) of this Article shall not be required to leave the country otherwise than in accordance with the diplomatic procedure applicable to diplomatic envoys accredited to this country.
8. No order to leave the country shall be issued against a WARDA official other than with the approval of the Minister of Foreign Affairs of the country in question and such approval shall be given only after consultation with the Director General of WARDA.
9. The convention on the Privileges and Immunities of the Specialized Agencies and this Agreement shall be treated as complementary. In case of conflict, the provisions of this Agreement shall prevail.

Article XII

Immunities and Privileges Accorded to Officials of WARDA, Nationals of the Host State

1. The provisions of Article XI (1)(c) of this Agreement shall also apply to nationals of the Republic of Côte d'Ivoire.
2. Professional staff members who are nationals of the host State employed directly by WARDA or seconded to WARDA by the Government shall in addition enjoy the privileges enumerated in Article XI (1)(i) of this Agreement.

Article XIII

Research, Training and Development Activities

1. The research, training and development activities referred to in Article I of this Agreement shall include:
 - (a) organising seminars on subjects related to the aims of WARDA;
 - (b) supplying the Government with seeds of high-yielding varieties;
 - (c) at the request of member states, assisting them in planning and designing training programs in rice cultivation at the national level;
 - (d) coordinating all training activities and training assistance given by WARDA to member states;
 - (f) assisting the Government in identifying and formulating projects;
 - (g) financing certain projects within the financial resources of WARDA according to modalities to be defined with the Government and subject to the approval of the Governing Council;
 - (h) supplying scientific and technical documentation, including micro-fiches and micro-films, on rice production and research;

(i) providing consultant services at the request of the Government on such matters as:

- i) research
- ii) training
- iii) extension
- iv) production
- v) mechanization
- vi) storage and processing and
- vii) marketing of rice;

(j) assisting the Government in carrying out or promoting any other measures or activities at the regional as well as the national level for the purpose of developing rice production and marketing in the Republic of Côte d'Ivoire.

2. WARDA shall provide the international staff, and shall hire the local staff required for the operation of any Regional, Subregional or Project Office established in accordance with the provisions of Article III of this Agreement.

3. The management of local staff governed by the country's Labour Code shall be done with due respect for this Legislation.

4. Assistance which shall be made available by WARDA to the Government under this Agreement may consist of:

- (a) the services of WARDA staff and of advisory experts and consultants, including volunteers, consultant firms or organizations and other personnel seconded to WARDA by governmental and non-governmental agencies and organizations;
- (b) various equipment and supplies;
- (c) scholarships and fellowships, or similar arrangements under which candidates nominated by the Government and approved by WARDA may study and receive training; and
- (d) any form of assistance which may be agreed upon by the Government and WARDA.

Article XV

Obligations of the Government

1. The Government shall furnish WARDA with such relevant reports, maps, accounts, records, statements, documents and other information as may be required by WARDA for the implementation of the research, training and development activities enumerated in Article XIII of this Agreement.
2. The Government shall assist WARDA in the recruitment of qualified local staff or may, by mutual agreement, arrange for the secondment of such staff to positions in WARDA's Regional, Subregional or Project Offices.
3. The Government shall further contribute to the implementation of WARDA's research, training and development activities by providing:
 - (a) local counterpart professional and other services;
 - (b) land, buildings and other facilities;
 - (c) equipment, materials and supplies;
 - (d) means of transport;
 - (e) accommodation facilities and reductions on hotel rates similar to those accorded to other international agencies.
4. The Government shall facilitate the organisation of WARDA meetings scheduled to take place in the country.
5. The Government shall issue service passports to staff of the professional category recruited by or seconded to WARDA;
6. Whenever the supply of equipment is part of WARDA's assistance to the Government, the Government shall meet the charges relating to storage, insurance, handling, customs clearance and transportation from the point of entry to its place of use.
7. The Government shall continue to meet the salaries of its trainees and recipients of fellowships/scholarships during the period of their studies.

Article XVI

Execution of Projects

Each research, training or development project undertaken by WARDA in cooperation with the Government shall be the subject of a Project Agreement drawn up in implementation of the provisions of this Agreement and stipulating:

- (a) the description of the project
- (b) the nature of project activities and the designation of the agencies, staff and other personnel responsible for their implementation;
- (c) the obligations of WARDA and those of the Government, including the provision, acquisition, ownership and conditions of enjoyment of all required land, buildings, equipment and supplies;
- (d) the work plan;
- (e) the funding of the project;
- (f) the obligations with respect to reports and
- (g) any other particulars as may be required.

Article XVII

Coordination of Projects

1. The Government shall ensure that the research, training and development activities of relevant national institutions are adequately coordinated with those of WARDA.

2. In the event that assistance towards the execution of a project is obtained either by WARDA or by the Government from other sources, both parties shall consult each other with a view to an effective coordination and utilization of the assistance received by the Government from all sources. The obligations of the Government shall not be modified by any arrangements it may enter into with other entities cooperating with it in the execution of a project.

Article XVIII

Settlement of Disputes

1. Any question or dispute arising out of the interpretation or application of the provisions of this Agreement or of any Project Agreement or other Agreement entered into by the Government and WARDA pursuant to this Agreement and which cannot be settled by the parties concerned, shall be submitted to the Governing Council for settlement in accordance with the procedure set forth in Article XV of the Constitution of WARDA.
2. The provisions of paragraph 1 of this Article shall be without prejudice to the choice of any other mode of settlement that the parties concerned may jointly decide upon.

Article XIX

General Provisions

1. This Agreement shall come into force on the date of its signature.
2. This Agreement may be modified by mutual consent at the request of either party. Any relevant matter for which no provision is made in this Agreement shall be settled by the parties in keeping with the relevant decisions of the Governing Council.
3. This Agreement and any Project Agreement or other Agreement entered into by the Government and WARDA pursuant to this Agreement, shall be terminated by mutual consent or by denunciation by either party.
4. Termination of this Agreement shall take effect one year after the Government or WARDA shall have given notice to the other party of its decision to terminate the agreement, except that the obligations assumed by the Government under Articles II to X AND XVI hereof shall survive the termination of the Agreement to the extent necessary to permit the orderly withdrawal of the staff, funds and property of WARDA, or of any person performing services on its behalf under this Agreement.

IN WITNESS WHEREOF the undersigned, duly authorized representatives of WARDA and of the Government, respectively, have signed this Agreement in two original French copies.

Done in Abidjan, this Eleventh Day of August, Nineteen Hundred and Eighty-three.

FOR THE WEST AFRICA RICE
DEVELOPMENT ASSOCIATION

FOR THE GOVERNMENT OF
THE REPUBLIC OF COTE D'IVOIRE

(SIGNED) Sidi Coulibaly

(Signed)