

No. 10100

MULTILATERAL

**Agreement establishing a Food and Fertiliser Technology Centre
for the Asian and Pacific Region. Signed at Kawana on
11 June 1969**

Authentic text: English.

Registered by the Republic of China on 17 December 1969.

MULTILATÉRAL

**Accord portant création d'un centre des techniques de l'alimen-
tation et des engrais dans la région de l'Asie et du Pacifique.
Signé à Kawana le 11 juin 1969**

Texte authentique : anglais.

Enregistré par la République de Chine le 17 décembre 1969.

AGREEMENT¹ ESTABLISHING A FOOD AND FERTILISER TECHNOLOGY CENTRE FOR THE ASIAN AND PACIFIC REGION

The Contracting Parties being members or observers of the Asian and Pacific Council (hereinafter called the "Council"),

Recognising that the Governments and peoples of the Asian and Pacific Region have a common interest in strengthening their existing bonds of solidarity and co-operation,

Being convinced that the increasing of agricultural food production and the raising of farmers' incomes are of primary importance for the development of the Region and that the promotion of wider and more effective use of chemical fertilisers and the adoption of related modern farming methods will greatly facilitate the achievement of these ends,

Desiring to give effect to the decision of the Ministerial Meeting of the Council at its Fourth Session held at Kawana, Japan, from 9th to 11th June, 1969, that a Food and Fertiliser Technology Centre for the Asian and Pacific Region should be established.

Have agreed as follows:

Article I

ESTABLISHMENT OF A FOOD AND FERTILISER TECHNOLOGY CENTRE

1. There is hereby established a Food and Fertiliser Technology Centre for the Asian and Pacific Region (hereinafter called the "Centre").
2. The Centre shall be located at Taipei, Republic of China, and shall operate in accordance with the provisions of this Agreement.

¹ Came into force on 11 June 1969 upon signature by the Governments of the Republic of China, Australia, Japan, the Republic of Korea, Malaysia, New Zealand, the Philippines, Thailand and the Republic of Viet-Nam, in accordance with article XVI.

Article II

PURPOSE

The purpose of the Centre is to promote, among and in the countries of member governments of the Centre (hereinafter called "Members"), the exchange and dissemination of technical information and experience on agricultural food production and, in particular, on the use of chemical fertilisers and the adoption of related modern farming methods, so as to achieve an increased output and higher incomes for farmers in the Asian and Pacific Region.

Article III

FUNCTIONS

In order to achieve the above purpose, the Centre may, in close co-ordination with the programmes of Members and other international organisations operating within and outside the Asian and Pacific Region:

- (i) make recommendations on measures for achieving closer co-operation between Members in regard to the increase of food production;
- (ii) collect and disseminate technical information in regard to the increase of food production through the application of chemical fertilisers and other related measures;
- (iii) collect and disseminate information on activities being undertaken in the countries of Members as well as by other international organisations in fields related to the Centre's functions;
- (iv) collect and disseminate information on the present status and future potentialities of the production of food and chemical fertilisers in the countries of Members;
- (v) collect and disseminate information on techniques of educating farmers by means of demonstration projects and agricultural extension programmes;
- (vi) collect and disseminate information on the role of farmers' organisations in promoting farmers' training through their participation in extension programmes aimed at improving farm profitability;
- (vii) conduct training courses for extension workers and seminars for

specialists from the countries of Members;

- (viii) conduct pilot demonstration projects in the countries of Members by agreement and in co-operation with the Members concerned;
- (ix) dispatch field demonstration and extension workers to the countries of Members by agreement and in co-operation with the Members concerned;
- (x) arrange technical consultation services for Members in fields related to the Centre's functions, including, in particular, those on farmers' organisations and their role in fertiliser distribution and related services needed by farmers; and
- (xi) encourage and, as appropriate, undertake investigations on food production and other related matters.

Article IV

MEMBERSHIP

1. Governments which are members or observers of the Council shall be entitled to membership in the Centre and shall become Members by signing this Agreement.

2. Governments which are neither members nor observers of the Council may be admitted to membership in the Centre upon the approval of the Council and the subsequent deposit of an instrument of accession to this Agreement.

Article V

RELATIONSHIP WITH THE COUNCIL

The Council shall have the power to determine the general policies of the Centre.

Article VI

ORGANISATION

The Centre shall have an Executive Board (hereinafter called the "Board") and a Secretariat.

Article VII

EXECUTIVE BOARD

1. The Board shall be composed of representatives of Members. Each Member shall designate one representative.

2. The Board shall have the following powers and functions:

- (i) To adopt the Work Programme and the annual budget of revenue and expenditure of the Centre;
- (ii) To approve the annual report on the operation and the annual financial report on revenue and expenditure of the Centre, submitted by the Director;
- (iii) To report to the Council on the Work Programme, budget and activities of the Centre;
- (iv) To appoint the Director of the Centre;
- (v) To arrange for the auditing of the accounts of the Centre;
- (vi) To make recommendations referred to in Article III (i) of this Agreement;
- (vii) To approve agreements referred to in Article III (viii) and (ix) of this Agreement;
- (viii) To approve agreements and arrangements referred to in Article XI of this Agreement;
- (ix) To receive assistance referred to in Article XII of this Agreement; and
- (x) To exercise such other functions as are appropriate under this Agreement.

3. The Board shall establish its own rules of procedure.

4. The Board shall hold an annual meeting in Taipei and such other meetings as may be required in accordance with its rules of procedure.

5. The Board shall elect its Chairman and Vice-Chairman in accordance with its rules of procedure.

6. The representative of each Member shall have one vote in the Board. Except as otherwise provided in this Agreement, all matters before the Board shall be decided by a majority of the representatives present and voting. The Work Programme referred to in paragraph 2 (i) and recommendations referred to in paragraph 2 (vi) of this Article shall be decided by a unanimous vote of the representatives of Members present and voting.

7. A quorum for the meetings of the Board shall be a majority of the representatives of Members.

8. The inaugural meeting of the Board shall be called by the Govern-

ment of the Republic of China within six months after the coming into force of this Agreement.

Article VIII

SECRETARIAT

1. The Secretariat shall consist of a Director and a supporting staff of which the composition shall be approved by the Board.

2. The Director shall be appointed by the Board upon the recommendation of a Member for a term of three years under such conditions as the Board may determine. He shall be eligible for reappointment. His appointment shall not, however, exceed two consecutive terms.

3. The Director shall assist the Board, to which he shall be responsible, and, for this purpose, shall, in addition to the powers assigned to him expressly by this Agreement, exercise all the powers delegated to him by the Board.

4. The Director shall be the legal representative of the Centre.

5. The Director shall participate, without voting rights, in meetings of the Board and may be invited to attend meetings of the Council.

6. The Director shall be the chief executive officer of the Secretariat. He shall be responsible to the Board for the formulation of the Work Programme and budget estimates and for carrying out the work of the Centre.

7. The Director shall appoint the staff of the Secretariat in accordance with staff regulations to be approved by the Board. In appointing the professional staff, the Director shall, subject to the need to secure the highest standards of integrity, efficiency and technical competence, pay due regard to their recruitment on as wide a regional geographical basis as possible.

8. The Director and the members of the staff of the Centre, in the discharge of their offices, owe their duty entirely to the Centre and to no other authority. They shall not seek or receive instructions from any government or from any authority external to the Centre.

9. Rules and regulations governing the administration, organisation and financial affairs of the Centre shall be determined by the Director with the approval of the Board.

Article IX

WORKING AND FISCAL YEAR

The working and fiscal year of the Centre shall begin on the first day of January and end on the thirty-first day of December.

Article X

FINANCE

1. The Government of the Republic of China shall be responsible for the establishment and administrative costs of the Centre. The establishment and administrative costs shall include rent, rates, utilities, office requisites, the salaries and allowances of the administrative personnel and acquisition, insurance, maintenance and replacement costs of the Centre's premises, furniture, furnishings, fittings, equipment and vehicles.

2. The operational costs of the Centre, which shall consist of the programme costs and the recruitment costs, salaries and allowances of the Director and the professional and technical staff of the Centre, shall be met from voluntary contributions by Members to be made in accordance with their respective national laws and regulations and within the limits of their respective annual budgetary appropriations, in money, kind and services.

3. Notwithstanding the preceding paragraph,

- (i) any Member directly benefiting from demonstration and extension activities of the Centre referred to in Article III (viii) and (ix) of this Agreement shall, in accordance with an agreement to be concluded with the Centre, make special contributions, in money, kind and services, to the costs of those activities, and
- (ii) any Member receiving technical consultation services from the Centre shall, in accordance with such generally applicable conditions as shall be adopted by the Board, make special contributions for the Centre's services.

Article XI

RELATIONS WITH OTHER ORGANISATIONS

The Centre shall, wherever appropriate, develop co-operative working relationships with non-member governments and national organisations as

well as with other international organisations and, for this purpose, may conclude agreements and arrangements with them. Such agreements and arrangements may be concluded only after the Board has approved them by a two-thirds majority vote of the representatives of Members present and voting.

Article XII

ASSISTANCE FROM OTHER ORGANISATIONS

In order to achieve its purpose the Centre may, with the approval of the Board by a two-thirds majority vote of the representatives of Members present and voting, receive assistance from non-member governments, public and private institutions and private persons, as well as from other international organisations.

Article XIII

LEGAL STATUS, PRIVILEGES AND IMMUNITIES

1. In the Republic of China,

- (i) the Centre shall enjoy such legal capacity and immunity from legal process as may be necessary for the attainment of its purpose and the exercise of its functions;
- (ii) the premises, property, assets and archives of the Centre shall be inviolable and shall be given, by the authorities of the Republic of China, adequate protection to enable the Centre to achieve effectively its purpose and carry out the functions entrusted to it;
- (iii) the Centre may import free of duty such equipment and articles as are reasonably required to enable the Centre to achieve effectively its purpose and carry out the functions entrusted to it;
- (iv) the Director and such members of the professional staff of the Centre as are duly notified by the Director to the appropriate authorities of the Government of the Republic of China shall, if they are not nationals of the Republic of China,
 - (a) be allowed to import free of duty such furniture, vehicles and personal effects as are reasonably required for their personal use and the personal use of members of their families forming part of their households,
 - (b) be exempted from direct taxes imposed by the Government of the Republic of China on their salaries and emoluments received from the Centre, and

- (c) be accorded exemption from immigration restrictions and alien registration requirements, and the same exchange facilities, as are accorded by the Republic of China to the members of the staff of comparable rank of other international organisations; and
- (v) the Director, members of the professional staff of the Centre and representatives on the Board shall, if they are not nationals of the Republic of China, be accorded immunity from legal process in respect of acts performed by them in the course of their duties for the Centre.

2. Members other than the Government of the Republic of China shall, in their respective countries and in conformity with their laws and regulations in force, accord to the Centre, its premises, property, assets and archives, and to the Director and members of the professional staff of the Centre, such legal capacity, privileges and immunities and other facilities as may be necessary to enable the Centre effectively to achieve its purpose and carry out the functions entrusted to it.

3. The Centre shall have the right and the duty to waive the immunity of the Director and of any member of the professional staff of the Centre in any case where the immunity would impede the course of justice and can be waived without prejudice to the interests of the Centre.

Article XIV

AMENDMENT

Any Member may propose an amendment to this Agreement. Such amendment shall come into force only after it has been accepted by all Members.

Article XV

SIGNATURE

This Agreement shall remain open for signature by the governments referred to in Article IV, paragraph 1 of this Agreement.

Article XVI

ENTRY INTO FORCE

1. This Agreement shall enter into force on the date on which at least

five governments, including the Government of the Republic of China, have signed this Agreement.

2. For each government signing this Agreement after the date on which it has entered into force pursuant to the preceding paragraph, the Agreement shall enter into force on the date of signature.

3. For governments admitted to membership in the Centre in accordance with the provisions of Article IV, paragraph 2 of this Agreement, the Agreement shall enter into force on the date of the deposit of their instruments of accession with the Depositary Government.

4. The Depositary Government shall inform Members of the entry into force of this Agreement under the provisions of the preceding paragraphs of this Article.

Article XVII

WITHDRAWAL

Any Member may, at any time after the expiration of five years after the date on which this Agreement enters into force in accordance with the provisions of paragraph 1 of the preceding Article, withdraw from this Agreement by giving written notice of withdrawal to the Director. Such withdrawal shall take effect on the date specified in the notification which shall be not less than twelve months after the date on which it is received by the Director, subject to the Member having by that time carried out all financial and other undertakings given by it to the Centre, and otherwise on the date on which all such undertakings have been carried out.

Article XVIII

OFFICIAL LANGUAGE

The official language of the Centre shall be English.

Article XIX

DEPOSIT

The original of this Agreement shall be deposited with the Government of the Republic of China, which shall send certified copies thereof to Mem-

bers and shall register the Agreement with the Secretariat of the United Nations pursuant to Article 102 of the Charter of the United Nations.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective governments, have signed the present Agreement.

DONE at Kawana in a single copy in the English language, this eleventh day of June, one thousand nine hundred and sixty-nine.

For the Government of Australia:
Gordon FREETH

For the Government of the Republic of China:
[Illegible — Illisible] ¹

For the Government of Japan:
[Illegible — Illisible] ²

For the Government of the Republic of Korea:
[Illegible — Illisible] ³

For the Government of Laos:

For the Government of Malaysia:
[Illegible — Illisible] ⁴

For the Government of New Zealand:
Norman L. SHELTON

For the Government of the Philippines:
Carlos P. ROMULO

For the Government of Thailand:
Th. KHOMAN

For the Government of the Republic of Viet-Nam:
[Illegible — Illisible] ⁵

¹ Wei Tao-Ming.

² Kiichi Aichi.

³ Kyu Hah Choi.

⁴ Mohamed Khir bin Johari.

⁵ Tran Chanh Thanh.