

AGREEMENT BETWEEN
THE PAKISTAN AGRICULTURAL RESEARCH COUNCIL (PARC)
AND
THE INTERNATIONAL CENTRE FOR AGRICULTURAL RESEARCH
IN THE DRY AREAS (ICARDA)

This AGREEMENT made this 30th day of November, 1989 between the Pakistan Agricultural Research Council, an autonomous corporate body established under the laws of Pakistan acting through its Chairman (hereinafter called "PARC") of the one part and the International Centre for Agricultural Research in the Dry Areas, an autonomous non-profit agricultural research centre established under the laws of Syria and Lebanon (hereinafter called "ICARDA") of the other part.

WHEREAS ICARDA is established to serve as an international centre for research into the improvement of barley, lentils and broadbeans (*Vicia faba*), and to serve as a regional centre in cooperation with other appropriate international agricultural research centres for research in other crops of major importance in the region, such as bread wheat, durum wheat and chickpea.

AND WHEREAS ICARDA conducts research into and develops, promotes and demonstrates improved systems of cropping, farming and livestock husbandry; and collaborates with and fosters cooperation and communication among other national, regional and international institutions in the adaptation, testing and demonstration of improved crop, farming and livestock systems in order to foster and support training in research and other activities carried out in furtherance of its objectives.

AND WHEREAS ICARDA is one of a network of international institutes, sponsored and financed by the Consultative Group on International Agricultural Research (hereinafter referred to as the CGIAR), which is sponsored by the Food and Agriculture Organization of the United Nations, the International Bank for Reconstruction and Development, and the United Nations Development Program and other member organizations.

AND WHEREAS as part of ICARDA's general research operations, it is initiating a number of programs in the countries of the Middle East and North Africa to provide supporting services to nations in this region, and to enable the ICARDA scientists to carry out work of importance to its international function, such as the evaluation of climatic effects, disease surveillance and edaphic adaptation, in addition to other location-specific aspects that cannot be carried out on its principal stations. This research is to be carried out in collaboration with the scientists of the host countries and one such country is Pakistan.

NOW THIS DEED WITNESSES and the parties hereby agree to the establishment of a cooperative research program in Pakistan on the terms and conditions set out hereunder.

ARTICLE I

In order to achieve a fruitful measure of cooperation, both PARC and ICARDA mutually agree to:-

- (a) the exchange of scientists and technologists;
- (b) the exchange of germplasm and breeding materials in accordance with laws in force in Pakistan;
- (c) the exchange of scientific literature, information and methodology;
- (d) the import and export of other items relevant to the cooperative research program.

ARTICLE II

Subject to personnel and budgetary limitations ICARDA will provide:-

- (a) consultancies from the ICARDA staff or other International Research Institutes to advise and assist the national research efforts of Pakistan;
- (b) resident expatriate research specialists if and when required by PARC, and in particular as resident advisers at the Arid Zone Research Institute, Quetta as part of the PARC/USAID/ICARDA-MART/AZR project (1985-89) and any continuity of this project in the period 1989-1994;
- (c) visiting scientists;

(d) scholarships for training national scientists at different levels of studies and support for their participation in symposia, workshops and conferences which are related to topics of mutual interests;

(e) seed materials in quantities necessary for experiments and large scale adaptive research trials and demonstrations;

(f) minor research items, literature and supplies not available in Pakistan;

(g) if funds are allocated for this purpose in the MART/AZR project - major items of equipment for agricultural research as specified as capital items in the MART/AZR project budget. This may include, but will not be restricted to, such items as vehicles, earth moving equipment, computers, photocopyers, combine harvesters, self-propelled seed drills.

ARTICLE III

PARC will provide, subject to personnel and budgetary limitations:-

(a) facilities for office, laboratory and land for research activities, as may be mutually agreed upon;

(b) scientific and necessary supporting staff for the cooperative projects, as may be mutually agreed upon; and in particular senior counterparts for all resident MART/AZR expatriate advisers at the Arid Zone Research Institute, Quetta;

(c) will obtain expeditious clearance for entry into Pakistan of trainees, scholars and visitors concerned with the ICARDA program and in particulars will obtain the necessary multiple entry residence visas from the GOP for all MART/AZR personnel without charge and will renew these visas when necessary. In addition, will seek advance GOP clearance for a specified list of potential short term ICARDA staff participating in brief consultancies and visits. This list will be mutually agreed upon by ICARDA resident MART/AZR and PARC personnel for the following 12 months at the beginning of the year. Furthermore, will streamline procedures for staff of the Arid Zone Research Institute and collaborating scientists in Baluchistan to attend ICARDA organised or sponsored training workshops, courses, symposia or seminars so that lead times for clearance should not exceed four weeks so that full advantage can be taken of all opportunities for collaboration between ICARDA and PARC;

(d) authorization in accordance with laws in force in Pakistan for unrestricted movement of such germplasm into and out of Pakistan as may be needed by ICARDA for cooperative programs in any part of the world consistent with the obligatory quarantine inspection to avoid the introduction or export of serious pests or disease. The PARC agrees to assure prompt and expeditious inspection of all material and where requested will arrange for customs clearance of such material at Karachi or Islamabad.

(e) exemption for all internationally recruited members of ICARDA staff for income derived from ICARDA from payment of income tax and other related taxes under the laws of Pakistan;

(f) any financial transaction under contracts between PARC and ICARDA will be free from any taxation or fees imposed under the laws of Pakistan. In the event of ICARDA having to pay such fees to the Government they will be reimbursed on request by PARC;

(g) scientific equipment, apparatus/chemicals etc., imported exclusively for research work under the framework of collaborative programs concluded between PARC and ICARDA will be entitled to the exemption of customs duty and sales tax in terms of Annex 4 of SRO 720 (I)/88, dated 25th August, 1988 (Appendix I) subject to observance of conditions laid down therein. However, the goods which are not covered under the said notification, if imported for the same purpose, will be considered for special exemption of customs duty and other taxes on case to case basis considering the merit of each case. Also the special exemption of Import and Iqra surcharges of goods covered under notification SRO 720 (I)/88, dated 25th August, 1988 will likewise be considered on case to case basis.

(h) expatriate employees of ICARDA will be entitled to the concessions in accordance with the Model Rules for Customs concession to Privileged Personnel issued by the Central Board of Revenue (CBR) on 18th April, 1963 (Appendix II) alongwith amendment therein issued vide CBR Order No.10(44)Cus. Ex/86, dated 19th October, 1989 (Appendix III) and other amendments made from time to time. The concessions Model Rules, 1963 will be admissible only to those expatriate employees of ICARDA whose stay in Pakistan is at least for one year or who formally transfer their household (residence) to Pakistan.

(i) PARC shall indemnify, save and hold harmless ICARDA and ICARDA personnel and their families or dependents from and against all claims, demands or suits that may be brought against them provided that such claims, demands or suits are not the result of negligence or willfully wrongful acts of ICARDA or its personnel, families and dependents.

ARTICLE IV

It is understood and agreed upon that:-

- (a) benefits such as improved breeding material, machinery designs and techniques, accruing or arising from this cooperative effort may be used by either or both parties, with recognition of each party's contributions,
- (b) research findings will be published in the public interest, if mutually agreed upon.

ARTICLE V

It is further agreed that:-

- (a) PARC and ICARDA may name any member of their staff to work out the practical details of cooperation between the two organizations and to ensure the proper and effective implementation of this Agreement;

- (b) this Agreement may be supplemented by workplans to be developed jointly, which describe more specifically the activities to be carried out under this cooperative program and which set forth the envisaged contribution of each party. These workplans may originate with either party but will require full approval of both parties for implementation. It is agreed that ICARDA may locate a person in Pakistan or name an agency in Pakistan as may be mutually agreed upon to support the effective implementation of this Agreement by ICARDA.

ARTICLE VI

The parties of this Agreement may, by mutual consent, add, modify, amend or delete any words, phrases, sentences or articles to this Agreement.

ARTICLE VII

Any dispute arising out of this Agreement in the interpretation or/and during the course of implementation of the terms and conditions thereof shall be preferably settled amicably by negotiations and if such amicable settlement cannot be reached between the parties the dispute shall be finally settled on the basis and in conformity with the conciliatory and arbitration rules of the International Chamber of Commerce. The venue of such proceedings shall be at Islamabad.

ARTICLE VIII

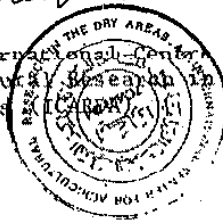
This Agreement shall become effective on the date of its signature. The period of this Agreement shall be ten years. However, it can be terminated earlier by mutual consent of the parties through giving a six months notice for its termination in writing. This Agreement may be extended by mutual consent of the parties for the period to be agreed by the parties, if required so.

Amir Muhammad

Chairman,
Pakistan Agricultural
Research Council,
ISLAMABAD.

Munir Fadda

The International Center for
Agricultural Research in the
Dry Areas (ICARDA)



SEAL: Pakistan Agricultural Research Council
DATE: Islamabad

SEAL: _____
DATE: _____

WITNESS: 1. *B. R. Oudat*

2. *Dr. Bakht Roidar Khan*

Dr. Bakht Roidar Khan
DIRECTOR
Ariz Zoon Research Institute
Pakistan Agricultural Research
Council, Dr. B. R. Oudat

