

2015 2



REPUBLIC OF GHANA

AGREEMENT BETWEEN

**THE GOVERNMENT OF THE
REPUBLIC OF GHANA**

AND

CAB INTERNATIONAL (CABI)

**REGARDING THE ESTABLISHMENT OF A
SUB-REGIONAL OFFICE OF CAB INTERNATIONAL**

PARLIAMENT OF GHANA LIBRARY
PARLIAMENT HOUSE
OSU - ACCRA



AGREEMENT ESTIMATED

THE GOVERNMENT OF INDIA

AND

AND

AGREEMENT ESTIMATED

THE GOVERNMENT OF INDIA

AND

AGREEMENT ESTIMATED

**AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF GHANA
AND CAB INTERNATIONAL (CABI) REGARDING THE ESTABLISHMENT OF A
SUB-REGIONAL OFFICE OF CAB INTERNATIONAL (CABI) IN GHANA**

PREAMBLE

The Government of the Republic of Ghana and the CAB International (CABI) hereinafter referred to as CABI;

Desirous to strengthen their cooperation towards the promotion of sustainable agriculture and the environment and to define the status, privileges and immunities of CABI and its sub-regional office CABI intends to establish in Ghana and of appropriate persons connected with CABI;

Mindful of the International Agreement establishing CABI, an Organisation recognized by the United Nations and, within the Commonwealth as an intergovernmental organisation headquartered in London under a Headquarters Agreement CABI concluded with the Government of the United Kingdom on 5 August 1982 and has its African Regional Office located in Nairobi, Kenya;

Mindful of Ghana's status as signatory to the International Agreement establishing CABI since September 1986 and a Member of the Commonwealth Organisation;

Mindful also of the status, objectives, functions, activities and mission of CABI, including and namely that:

CABI is a not-for-profit, science-based development and information organization. CABI's mission is to improve people's lives worldwide by providing information and applying scientific expertise to solve problems in fields of agriculture and the environment. CABI achieves this mission through collaboration with National Agricultural Research and Extension Systems (NARES) including universities in the following activities:

1. **Alleviating poverty by increasing crop productivity, quality and safety, by:**
 - advising on good agricultural practice and market access

- Training farmers on the ground
- helping to find solutions to pest and disease problems
- providing knowledge and access to information

2 Helping safeguard the environment and biodiversity, by:

- tackling invasive plants, diseases and insects
- advising at policy level on trade and quarantine issues
- finding natural alternatives to pesticides
- managing the United Kingdom's fungal genetic resource collection and screening it for potential new drugs and natural products
- finding solutions to agricultural problems caused by climate change
- researching biofuels

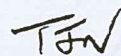
3. Providing access to agricultural and environmental scientific knowledge, by:

- producing abstract databases, including the world-renowned CAB Abstracts
- producing books, e-books and multimedia tools
- listening to and working with farmers, extension workers and government so that they get information they need.

CABI has global reach through a network of regional and country offices worldwide, with regional offices in Africa, the Caribbean and Latin America, Central and West Asia, East Asia, South Asia, and Southeast and East Asia and Europe located in Kenya, Trinidad and Tobago, Pakistan, China, India, Malaysia Switzerland and the UK, respectively, and country offices in Brazil the Netherlands and USA.

Mindful of the existing collaboration between CABI and the Government of Ghana in particular through the Council for Scientific and Industrial Research of Ghana (CSIR);

Taking cognisance of the fact the Government of the Republic of Ghana, through its Medium Term Agricultural Development Programme and the Agricultural Services Sector Investment Programme (AgSSIP), recognizes agricultural and sustainable services relating to CABI's scientific research expertise, products and resources. Mindful that the Government of the Republic of Ghana has given high priority to agricultural research as an essential element for agricultural development, by providing the necessary support to the Council for Scientific and Industrial Research (CSIR).



Mindful also that the Government of Ghana, mainly through the CSIR, have been collaborating with CABI for several years in the implementation of agricultural and environmental projects including recently on an extensive environmental conservation research project on *Removing Barriers to Invasive Plant Management in Africa* with funding from the UNEP/GEF; and recognizing the continued need to maintain and sustain this collaboration;

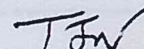
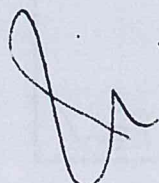
Taking due cognizance of the expressed desire of CABI to strengthen CABI's office in Ghana and CABI's request to establish a CABI sub-regional office in Ghana as its base for representation in West Africa;

Have agreed as follows:

DEFINITIONS

For the purpose of this Agreement, the following expressions shall have the meanings assigned to them hereunder:

1. The "CAB International Agreement" shall mean the Agreement establishing CAB International;
2. The "Board" shall mean the Board of CABI;
3. The "Sub-Regional Office" shall mean the buildings, premises, structures or portions thereof which at any given moment are in fact occupied or used by CABI in Ghana.
4. The "CEO" shall mean the Chief Executive Officer of CABI and /or his authorized representative;
5. The "Representatives" means representatives of members of the organization and in each case means heads of delegations and alternates.
6. The "General Convention" shall mean the Convention on the privileges and immunities of United Nations;
7. "The Government" shall mean the Government of the Republic of Ghana;
8. The "Appropriate Ghanaian Authorities" shall mean the Republic of Ghana and such national, state, local or other authorities in Ghana, as may be appropriate within the laws of Ghana;
9. The "Laws of Ghana" includes the constitution, legislative acts, orders or regulations issued by or under the authority of the Government or any appropriate Ghanaian authorities;



10. The "Parties" to this agreement shall mean **CAB International** (CABI) and the **Government of the Republic of Ghana** (The Government),
11. Official correspondence means all correspondence relating to its functions.

ARTICLES OF AGREEMENT

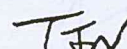
1. PURPOSE

The purpose of this Agreement is to enable the Partners to collaborate in project development, fundraising and implementation in the fields of sustainable agriculture and environment. For this purpose, both Parties shall:

- 1.1 Identify and initiate research programmes of mutual interest particularly to promote research on sustainable agricultural and environmental development for the benefit of farmers and other stakeholders in Ghana and the West African sub-region.
- 1.2 Collaborate in the preparation of research projects with a view to accelerating agricultural and environmental research activities in Ghana and the West African sub-region, and identify sources of funding at national, bilateral or multilateral levels for their implementation.
- 1.3 Encourage and promote the:
 - Establishment of mutual links between CABI and Ghana and West African national institutions involved in the fields of sustainable agricultural and environmental development;
 - Exchange of experts and technicians;
 - Exchange of scientific documentation and methodology;
 - Continuation and strengthening of training programmes within the framework of the existing projects and those to be initiated in future;
 - Organization of regular meetings to evaluate existing projects in order to improve their efficiency.
- 1.4 Provide within the framework of this Agreement, technical expertise within their respective mandate areas for the successful implementation of mutually agreed projects.

2. ESTABLISHMENT OF SUB-REGIONAL OFFICE

- 2.1 CABI is desirous to establish a Sub-Regional Office of CABI International in Accra in the Republic of Ghana has received authorization from the Government of Ghana to do so.



2.2 Any building outside Accra which may be used with the concurrence of The Government for any of the purposes of the Sub-Regional Office shall be regarded as part of the Sub-Regional Office as provided in paragraph 4.1 below.

2.3 The Sub-Regional Office shall be headed by a Regional Coordinator and staffed by such other personnel as may be appointed by CABI.

3. **LEGAL STATUS**

3.1 CABI shall have legal personality and in particular shall have the capacity to contract; to acquire and dispose of movable and immovable property; and to institute legal proceedings.

3.2 CABI shall have the independence and freedom of action belonging to an intergovernmental international organization.

4. **CONTROL AND PROTECTION OF THE SUB-REGIONAL OFFICE**

4.1 The Sub-Regional Office shall be inviolable and shall be under the control and authority of CABI as provided for in this Agreement.

4.2 CABI and all its property shall enjoy immunity from every form of legal process except in so far as in any particular case CABI has expressly waived such immunity in accordance with the provisions of this Agreement.

4.3 The premises of CABI shall be inviolable and shall be immune from search, requisition, confiscation, expropriation or any other form of administrative action. Consequently, the Government officers or officials or any administrative, judicial, military or police, including officers or officials or any Appropriate Ghanaian Authorities shall not enter the Sub-Regional Office to perform any official duties therein except with the knowledge and consent and under conditions agreed to by the CEO or any CABI official duly authorized to act on his/her behalf.

4.4 Without prejudice to the provisions of the General Convention or this Agreement, CABI shall have the power to make rules and regulations applicable within the Sub-Regional Office and to establish means for the application and enforcement of such rules and regulations.

4.5 CABI shall be entitled to display the CABI logo in its Sub-Regional Office and on its vehicles, vessels and aircraft

4.6 Without prejudice to the provisions of the General Convention or of this Agreement, CABI shall prevent the Sub-Regional office from becoming a refuge for persons who are avoiding arrest under any law of Ghana or who are required by the Government for extradition to another country or who are avoiding service of legal process.

- 4.7 The Appropriate Ghanaian Authorities shall exercise due diligence to ensure that the tranquility of the Sub-Regional Office is not disturbed by unauthorized entry of persons or group of person from outside or by disturbance in its immediate vicinity, and shall cause to be provided on the boundaries of the Sub-Regional Office such police protection as is required for these purposes.
- 4.8 If and when so requested by the CEO or by any CABI official duly authorized to act on his/her behalf, the Appropriate Ghanaian Authorities shall provide a sufficient number of police for the preservation of law and order in the Sub-Regional Office and for the removal there from the person or persons as requested under the authority of the CEO or any CABI official duly authorized to act on his/her behalf.
- 4.9 Within the scope of its official activities, CABI and its Representatives, its assets, income and other property shall enjoy tax, duty and other related exemptions and privileges in accordance with Article 3 and 6 of the General Convention. Persons who are recruited locally as well as domestic staff of CABI and its office in Ghana are not exempt from paying taxes.

5. COMMUNICATION AND TRANSPORT

- 5.1 For its official communications and the transfer of all its documents, CABI shall enjoy in Ghana, the treatment granted by the Government to any other international organization.
- 5.2 The archives and documents of CABI shall be inviolable. The official correspondence of CABI shall be inviolable.
- 5.3 Without limitation by reason of this enumeration, CABI shall have the right to use codes and to dispatch and receive its official correspondence, publications, documents, still and moving pictures, film and sound recordings, either by courier or in sealed bags, having the same immunities and privileges as diplomatic couriers and bags.

6. GOVERNING LAWS

Subject to the provisions of the General Convention and of this Agreement, in particular, paragraph 3 of Article 4:

- 6.1 The Laws of Ghana shall apply within the Sub-Regional Office of CABI where appropriate in particular where there are reasonable grounds to believe that the premises of CABI are being used to perpetrate crime. CABI and its officials shall respect the laws of Ghana.

7. ACCESS TO THE SUB-REGIONAL OFFICE

7.1 The appropriate Ghanaian authorities shall not impede the transit to or from the Sub-Regional Office of the following persons:

- Representatives of CABI, together with their families and relatives residing with and dependent on them;
- Persons, other than officials or staff of CABI undertaking missions for CABI together with their spouses and the members of their immediate families residing with and dependent on them;
- Other persons invited to the Sub-Regional Office on official business, whose names shall be communicated to the Government by the CEO or any CABI official duly authorized to act on his behalf.


7.2 Visas for persons referred to in paragraph 1 above, when required, shall be granted free of charge, provided, however, that the provisions of the said paragraph 1 shall not imply exemption from obligation to produce reasonable evidence to establish that persons claiming the rights granted under paragraph 1 of this Article are included in the categories specified in paragraph (a), (b) and (c) of paragraph 1 nor from the application of quarantine and health regulations.

7.3 The authorities of the Republic of Ghana shall not take any measures that will restrain or make illegal the residence in Ghana of any of these persons when their residence in Ghana is for official purposes. However, in the event that any of the persons referred to in the preceding paragraph of this Article, abuses the privileges granted under this Agreement, appropriate measures restraining or making illegal his further residence in Ghana may be taken by the Government.

8. PRIVILEGES AND IMMUNITIES OF CABI PERSONNEL.

8.1 The Chief Executive Officer of CABI shall furnish the Government with the names of the Representatives who will be working in Ghana in advance before their arrival in Ghana through the Ministry of Foreign Affairs and Regional Integration. The Organization (CABI) shall inform the Government when a staff member takes up or relinquishes his post, and shall, from time to time send to the Government a list of all staff members. In each case the Organization shall indicate whether a staff member is a citizen of Ghana or permanently resident.

8.2 The Representative of CABI shall have the same privileges and immunities as applicable to International Organizations at the Sub-Regional Office of CABI. Consequently, the Government undertakes to give the same recognition and facilities to the CEO as are given to the Heads of International Organizations.



TJW

8.3 Other officials of CABI in Ghana shall enjoy privileges and immunities as would be appropriate to facilitate the discharge of their functions including the following privileges and immunities:

- The person of any CABI Official is inviolable. He/She shall not be liable to any form of arrest and detention, and the appropriate Ghanaian authorities shall treat him/her with due respect and shall take all appropriated steps to prevent any attack on his personal freedom or dignity.
 - The private residence of any CABI Representative enjoys the same inviolability and protection as the premises of the Sub-Regional Office of CABI. His/her papers, correspondence and except as provided in paragraph 3(i) of this Article his property shall likewise enjoy inviolability.
 - A CABI Representative shall enjoy immunity from criminal jurisdiction and he/she shall also enjoy immunity from civil and administrative jurisdiction except in the case of:
 - ✓ A real action relating to private immovable property situated in the territory of Ghana, unless he holds it on behalf of CABI for the purposes of its Secretariat or any institutions of CABI.
 - ✓ An action relating to succession in which the Official is involved as executor, administrator, heir or legatee as a private person and not on behalf of CABI or any of the institutions of CABI.
 - ✓ Any action relating to any professions or commercial activity exercised by the Official outside his/her official functions.
- d. No measure of execution may be taken in respect of any CABI Representative except in the cases coming under paragraph 3 (c), (i), (ii) and (iii) of this Article and provided that the measures concerned can be taken without infringing the inviolability of his person or of his residence.
- e. A CABI Representative shall not be obliged to give evidence as a witness in any legal proceedings. This provision shall not apply to a Ghanaian national employed by CABI.
- f. she/he shall be immune together with his/her spouse and relatives residing with and dependant on him/her from immigration restrictions and all formalities of registering foreigners.
- g. the immunities and privileges under this Agreement are granted to CABI Representatives in the interest of CABI only and not for their personal benefit. The CEO shall, however, have the right and duty to waive the immunity of any official in any case where the immunity would impede the course of justice and could be waived without prejudice of the interest of CABI.

- h. the initiation of proceedings by a CABI Representative shall preclude him/her from invoking immunity from jurisdiction in respect of any counter-claim directly connected with the principle claim.
- i. waiver of immunity from jurisdiction in respect of civil or administrative proceedings shall not be held to imply waiver to immunity in respect of the execution of the judgment for which a separate waiver shall be necessary.

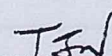
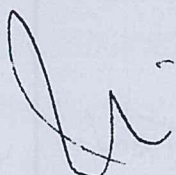
8.4 All Representatives of CABI and such other persons as the CEO may designate as entitled to the privileges and immunities shall be provided with a special identify card issued by the Appropriate Ghanaian authorities, certifying the fact that they are CABI Representatives or persons so entitled to the privileges and immunities specified in this Agreement.

9. INCOME TAXES AND CUSTOM DUTIES

- 9.1. Persons employed by CABI as international staff shall be exempt from taxation on their salaries and other emolument paid to them by CABI. This provision shall not apply to a Ghanaian national and a foreigner with permanent residence in Ghana employed by CABI.
- 9.2. Exemption from customs duties shall be enjoyed by CABI and its personnel in Ghana shall be comparable to those granted other international organisations and their personnel in accordance with the General Convention, this agreement and other relevant laws of Ghana.
- 9.3. Goods imported for official purposes duty free shall not be given away, sold, hired out or otherwise disposed of unless the appropriate authorities have been notified in advance and any necessary duties and taxes paid.

10. COOPERATION AND WAIVER OF IMMUNITY

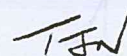
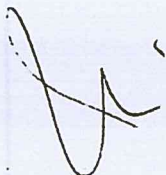
- 10.1 The privileges and immunities provided for in this Agreement are granted for the Representative and other functions of CABI not for the personal benefit of the individuals themselves but in order to safeguard the independent exercise of their functions in connection with CABI. Hence, the CEO shall have the right and duty to waive the immunity granted to a Representative or a functionary in any case where, in the opinion of the CEO, the waiver of such immunity is in the interest of justice and it is not against the interest of CABI. In the case of the CEO, the Board of CABI shall have the right to waive his immunity.
- 10.2 CABI shall cooperate at all times, with the appropriate Ghanaian authorities, in order to prevent any abuse of the privileges, immunities and facilities provided for in this Agreement. The right of the Government to take all precautionary measures in the interests of its security shall not be prejudiced by any provision of this Agreement.



11. CONFIDENTIALITY

The parties will provide to and discuss with each other certain information or proposals which are non-public, confidential, proprietary in nature, and have important commercial value. The parties agree to take steps to protect against the unauthorized disclosure of such information, as follow:

- 11.1 A Party disclosing confidential and/or proprietary information is hereinafter referred to as the Discloser and the party receiving the disclosure is hereinafter referred to as the recipient.
- 11.2 The confidential and/or proprietary information exchanged (the "Confidential Information") may include information about either Party's business, financial and marketing issues.
- 11.3 This Agreement controls only Confidential Information exchanged between the effective date and the termination date of this Agreement.
- 11.4 The Parties shall only use the Confidential Information to evaluate the benefits of and pursue the agreed activities of collaboration between the Parties.
- 11.5 The Recipient shall maintain in confidence and shall use only as contemplated herein any and all confidential Information it obtains from the Discloser in connection with or in furtherance of the purpose as contemplated hereby and will prevent disclosure thereof to unauthorized personnel or to third parties, and will limit the disclosure of the confidential information only to those employees, consultants or subcontractors having a need to know (providing such consultants or subcontractors agree to be bound by such a confidentiality obligation) unless authorized in writing by the Discloser.
- 11.6 The Recipient represents and warrants that it protects its own confidential and /or proprietary information from unauthorized disclosure and further that its employees are instructed and understand their obligations to so protect its own proprietary information and that of others that it becomes obliged to protect when in a confidential relationship. The Recipient shall protect the Confidential Information with the same degree of care that it regularly employs to safeguard its own proprietary information from unauthorized disclosure.
- 11.7 Confidential Information shall not be disclosed by the Recipient except (a) with the prior written consent of the other Party; or (b) if, on the advice of legal counsel, a Party believes that such disclosure is required by law or the rules of any applicable securities exchange. If a Party believes that disclosure is so required, it shall give the other Party as much advance notice as practicable of such proposed disclosure, and the Parties shall consult with each other concerning the timing and content of such disclosure.



11.8 The Recipient's obligation not to disclose the Discloser's Confidential Information shall not apply in instances where such Confidential Information is:

- Known to the Recipient before being disclosed by the Discloser; or
- In the public domain including in reports required to be filed by the Discloser; or
- Obtained or acquired in good faith from a third party not under an obligation of confidentiality ; or
- Independently developed by the Recipient; or
- Trivial or obvious; or
- Disclosed because of legal requirements upon notice to Discloser.

11.9 The title to all Confidential Information shall be retained by the Discloser, and the Recipient agrees to return to the Discloser all tangible documentary Confidential Information provided by the Discloser upon the written request of the Discloser, and nothing herein shall be construed to grant any rights to the Recipient in or to the Discloser's confidential information.


11.10 The confidentiality obligations of each Party shall extend for twelve (12) months from the termination of this Agreement unless a prior written release from such obligation is obtained from the other Party for the earlier expiration of such obligations.

12. INTELLECTUAL PROPERTY

Intellectual Property means all copyright (including rights in relation to phonograms and broadcasts), all rights in relation to inventions (including patents). Plant varieties, trade marks (including service marks), designs circuit layouts, all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields and any right to have confidential information kept confidential, but does not include Moral Rights or rights of performers

12.1 In order to support the success of the collaboration each Party may make available technologies, materials, processes and Intellectual Property which were already the property of that Party prior to the signature of this Agreement, or were developed independently of it (Background IP). Where relevant, the contribution of such Background IP shall be documented in an Annexure added to this Agreement, or amendments to it.

12.2 The Parties acknowledge and agree that the contributing Party retains the right to control its Background IP and that ownership of the Background IP does not change. The receiving Party will have a non-exclusive royalty free license to use the Background IP for the purposes specified in the Action Plan but will have no rights for commercialization of such Background IP.



- 12.4 Both Parties will retain a worldwide non-exclusive license to use the Resulting IP for the purpose of non-commercial research and for teaching.
- 12.5 The Parties agree that they will use best efforts to ensure that results and conclusion resulting from the work carried out under the framework of this Agreement will be published in national and international journals, according to accepted conventions for determining academic authorship but with acknowledgment of the collaboration between CABI and the Government, unless it is agreed by both Parties that publication of such results and conclusions would harm the prospects for securing Intellectual Property Rights.
- 12.6 Each Party must give the other Party thirty (30) days notice in writing of its intention to publish. The other Party must respond with any comments or required amendments within thirty (30) days or the proposed publication may go ahead. Both Parties will agree to delay publication by a maximum of one hundred and eighty (180) days if necessary to secure intellectual property.

13. INTERPRETATION

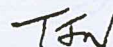
- 13.1 The Government and CABI may enter into such supplementary agreements as may be necessary to fulfill the purpose of this Agreement.
- 13.2 Whenever this Agreement imposes obligations on the appropriate Ghanaian authorities, the ultimate responsibilities for the fulfillment of such obligations shall rest with the Government.
- 13.3 The provisions of this and any supplementary agreements shall be interpreted and applied in the light of the primary purpose of enabling CABI to discharge fully and efficiently its responsibilities its functions and objectives.

14 SETTLEMENT OF DISPUTES

Any dispute between the Government and the Organization (CABI) concerning the interpretation and/or application of this Agreement or any question affecting the relations between the Organization and the Government which is not settled by negotiation or by some other agreed peaceful method shall be submitted to Mediation in accordance with the Alternative Dispute Resolution Act of Ghana, 2010 (Act 798).

15. MODIFICATION AND AMENDMENT

The Government or CABI shall request in writing a consultation for the purpose of modification or amendment of this or any supplementary agreement and any such modification or amendment shall be subject to mutual consent.



16. TERMINATION

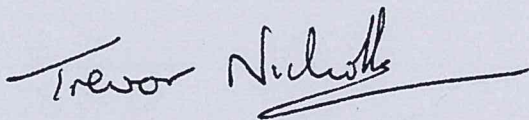
This Agreement and any supplementary agreement entered into by The Government and CABI within the scope of its terms of reference, shall continue unless either of the Parties, shall have given twelve (12) months' notice in writing to the other Party of its decision to terminate the Agreement and any supplementary agreement, except, as regards the provision which may apply to the normal cessation of the activities of CABI in Ghana and the disposal of its property.

17. ENTRY INTO FORCE

The agreement shall enter into force in accordance with the relevant constitutional procedures of the Republic of Ghana.

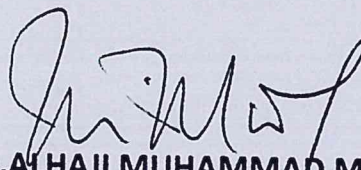
Done in Accra on the^{3rd}..... day of July 2012

FOR CAB INTERNATIONAL

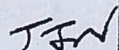
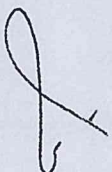


DR. TREVOR NICHOLLS
CHIEF EXECUTIVE OFFICER
CAB INTERNATIONAL

FOR THE GOVERNMENT OF
THE REPUBLIC OF GHANA



HON. ALHAJI MUHAMMAD MUMUNI
MINISTER FOR FOREIGN AFFAIRS AND
REGIONAL INTEGRATION OF GHANA



16. TERMINATION

This Agreement and any supplementary agreement entered into by the Government and CAB International shall terminate if the Government fails to pay to CAB International the amount of the grant within the period of 12 months from the date of the grant. CAB International shall have the right to terminate this Agreement and any supplementary agreement if the Government fails to pay to CAB International the amount of the grant within the period of 12 months from the date of the grant.

17. ENTRY INTO FORCE

This Agreement shall enter into force on the day of July 2003.

FOR THE GOVERNMENT OF
THE PEOPLE'S REPUBLIC OF CHINA

FOR CAB INTERNATIONAL

NON-APPLICABLE
FOR THE PEOPLE'S REPUBLIC OF CHINA
REGIONAL INTEGRATION OF GRANTS

CAB INTERNATIONAL
CAB INTERNATIONAL