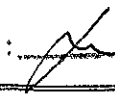


FOURTEENTH CONGRESS OF THE REPUBLIC }
OF THE PHILIPPINES }
First Regular Session }

APR 21 1911

SENATE

RECEIVED BY: 

COMMITTEE REPORT NO. 44

Submitted by the Committee on Foreign Relations
on APR 21 2008.

Re: P.S. Res. No. 362, prepared by the Committee

Recommending its approval without amendment.

Sponsor: Senator Defensor Santiago.

MR. PRESIDENT:

The Committee on Foreign Relations, to which was referred the Agreement, entitled:

HEADQUARTERS 
AGREEMENT BETWEEN THE REPUBLIC OF THE PHILIPPINES AND THE
INTERNATIONAL RICE RESEARCH INSTITUTE"

has considered the same and has the honor to report it back to the Senate with the recommendation that Proposed Senate Resolution No. 362, prepared by the Committee, entitled:


"RESOLUTION
CONCURRING IN THE RATIFICATION OF THE
HEADQUARTERS AGREEMENT BETWEEN THE REPUBLIC OF
THE PHILIPPINES AND THE INTERNATIONAL RICE
RESEARCH INSTITUTE"

be approved without amendment.

Respectfully submitted:


MIRIAM DEFENSOR SANTIAGO
Chairperson

Members:



EDGARDO J. ANGARA

JOKER P. ARROYO



JUAN PONCE ENRILE



RICHARD "DICK" J. GORDON



GREGORIO B. HONASAN II



MANUEL "LITO" M. LAPID



RAMON "BONG" REVILLA, JR.



JUAN MIGUEL F. ZUBIRI
FULL SUPPORT



RODOLFO G. BIAZON



LOREN LEGARDA


M.A. MADRIGAL



MAR ROXAS

ANTONIO "SONNY" F. TRILLANES IV

Members:


EDGARDO J. ANGARA

JOKER P. ARROYO

JUAN PONCE ENRILE

RICHARD "DICK" J. GORDON

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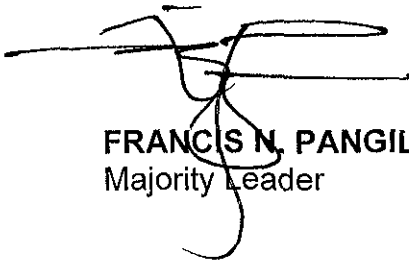
MAR ROXAS


ANTONIO "SONNY" F. TRILLANES IV

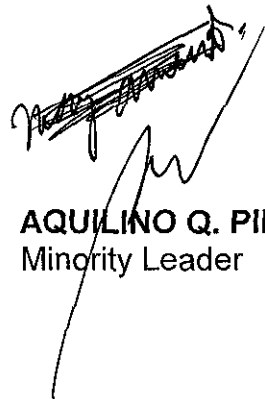
Ex-Officio Members:



JINGGOY EJERCITO ESTRADA
President Pro-Tempore



FRANCIS N. PANGILINAN
Majority Leader



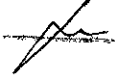
AQUILINO Q. PIMENTEL, JR.
Minority Leader

MANNY VILLAR
President
Senate of the Philippines
Pasay City

FOURTEENTH CONGRESS OF THE REPUBLIC }
OF THE PHILIPPINES }
First Regular Session }

8 APR 21 P5 55

SENATE

RECEIVED BY: 

P.S. RES. NO. 362

Prepared by the Committee on Foreign Relations

**“RESOLUTION
CONCURRING IN THE RATIFICATION OF THE HEADQUARTERS
AGREEMENT BETWEEN THE REPUBLIC OF THE PHILIPPINES AND THE
INTERNATIONAL RICE RESEARCH INSTITUTE”**

WHEREAS, the *Headquarters Agreement Between the Government of the Republic of the Philippines and the International Rice Research Institute* was signed on 28 August 2006 in Pasay City;

WHEREAS, the *Headquarters Agreement* defines IRRI’s headquarters seat and grants immunities and privileges accorded to international organizations of a universal character based in the Philippines. The privileges and immunities provided under the *Headquarters Agreement* are accorded to ensure in all circumstances the free operation of the IRRI and the complete freedom of its trustees, officers, staff, and internationally recruited consultants relative to the performance of their functions;

WHEREAS, in the hearing conducted by the Senate Committee on Foreign Relations on 07 February 2008, the Department of Foreign Affairs (DFA), Department of Agriculture (DA), Department of Science and Technology (DOST), Department of Labor and Employment (DOLE), PhilRice, International Rice Institute (IRRI) IRRI Filipino Employees Association (IFEA), UP Los Baños, and representatives from the Municipalities of Bay, and Los Baños in the Province of Laguna endorsed the concurrence in the ratification of the *Headquarters Agreement*;

WHEREAS, pursuant to Section 21, Article VII of the 1987 Philippine Constitution, “*No treaty or international agreement shall be valid and effective unless concurred in by at least two-thirds of all the members of the Senate*”;

NOW, THEREFORE, be it resolved that the Senate of the Philippines concur as it hereby concurs in the ratification of the *Headquarters Agreement Between the Government of the Republic of the Philippines and the International Rice Research Institute*.

Adopted,


MIRIAM DEFENSOR SANTIAGO
Chairperson

**HEADQUARTERS AGREEMENT
BETWEEN THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES
AND THE INTERNATIONAL RICE RESEARCH INSTITUTE**

WHEREAS, the International Rice Research Institute ("Institute") was established on 09 December 1959 at Los Baños, Laguna, Philippines by virtue of a Memorandum of Understanding between the Government of the Republic of the Philippines and the Ford and Rockefeller Foundations as an autonomous philanthropic, tax-free, non-profit, non-stock organization;

WHEREAS, the Institute is designed to conduct research on the rice plant and on all phases of rice production, with a view of attaining nutritive, economic, and ecological benefits for the people of rice-consuming countries in Asia and other major rice-growing areas of the world, through improvement in the quality and quantity of rice;

WHEREAS, since 1972, the Institute has been one of the international research centers primarily supported by the Consultative Group on International Agricultural Research, an informal association of national governments, international organizations and private institutions co-sponsored by the World Bank, the Food and Agriculture Organization, and the United Nations Development Programme;

WHEREAS, in pursuit of cooperative linkages, the Institute entered into agreements with countries and international and regional organizations under which rights and privileges were granted to facilitate collaborative research and development efforts and training activities;

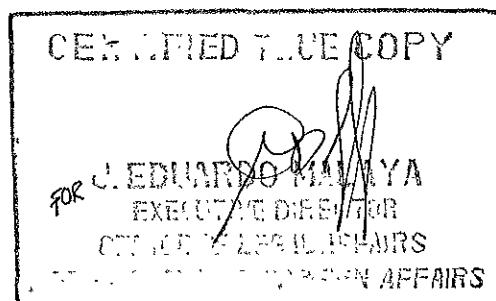
WHEREAS, the status of the Institute as an international organization, as well as its Charter, was recognized in the Agreement Recognizing the International Legal Personality of the International Rice Research Institute ("1995 Agreement") signed by authorized representatives of 19 states on 19 May 1995 and opened for signature at Manila, Philippines to other states and eligible international organizations for a period of one (1) year from the said date and now open to accession by any state or eligible international organization;

WHEREAS, the Republic of the Philippines has ratified the 1995 Agreement on 28 July 2005;

WHEREAS, by virtue of the 1995 Agreement, the Institute now enjoys the status, prerogatives, immunities, and privileges of an organization with international juridical personality;

WHEREAS, the role of the Institute in the field of rice research and development has continuously been recognized and supported by numerous States and international and regional organizations;

WHEREAS, it is appropriate to formalize an agreement allowing the Institute to establish its headquarters in the Philippines and setting the conditions, facilities, privileges, and immunities which the Government of the Republic of the Philippines shall accord to the Institute for its proper operation; the proposed signing of the International



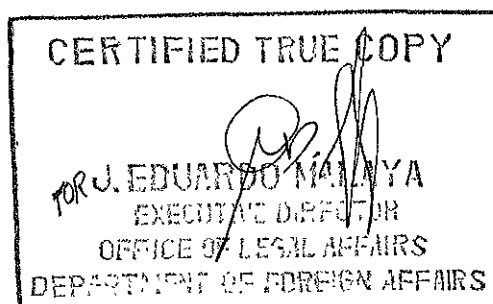
Rice Research Institute (IRRI) Headquarters Agreement by the Philippines through the Secretary Foreign Affairs and by IRRI through its Director-General

NOW THEREFORE, the Government of the Republic of the Philippines and the International Rice Research Institute have agreed as follows:

ARTICLE I DEFINITION OF TERMS

Section 1.1. For purposes of this Agreement, the following words, unless otherwise specifically provided, shall mean:

- (a) Government – the Government of the Republic of the Philippines;
- (b) Institute – the International Rice Research Institute;
- (c) Director-General – the Chief Executive Officer or the principal executive head of the Institute and, during his/her absence, the officer authorized to act for his/her behalf;
- (d) Law of the Republic of the Philippines – the Constitution of the Philippines, legislative acts, judicial and quasi-judicial decisions, local government ordinances, and other government regulations and orders.
- (e) Headquarters Seat –
 - (i) The headquarters, research facilities, and experimental farms of the Institute in Los Baños, Province of Laguna, Philippines; and
 - (ii) Such other offices research facilities and experimental farms which may be established as agreed upon by the Parties to this Agreement.
- (f) Trustee – a member of the Board of Trustees of the Institute and, unless otherwise specified, his alternate.
- (g) Officers – the Chairman of the Board, the Vice-Chairman of the Board, the Director-General, the Treasurer of the Board, the Secretary of the Board, and those considered officers in accordance with the Charter of the Institute.
- (h) Staff of the Institute – all duly appointed members of the technical and administrative staff of the Institute in the Philippines.
- (i) Dependents – the spouse, and unmarried minor children, of a person entitled to the benefits under this Agreement.
- (j) Consultants – technical experts whose services are contracted by the Institute for its projects;



- (k) Scholars – trainees, fellows, scientists, and other recipients of study or training grants awarded by the Institute.

ARTICLE II INTERNATIONAL JURIDICAL PERSONALITY

Section 2.1. The Institute possesses full international juridical personality and capacity by virtue of the Agreement Recognizing the International Legal Personality of the International Rice Research Institute signed on 19 May 1995, and other existing laws, and ordinances relative to, and agreements between the Government and, the Institute.

ARTICLE III HEADQUARTERS SEAT

Section 3.1. The principal office of the Institute shall be in the Headquarters Seat and shall not be removed therefrom unless the Institute and the Government should so decide.

Section 3.2. The Government shall not dispose of all or any part of the Headquarters Seat without the consent of the Institute.

Section 3.3. The Institute shall be responsible for the operation, maintenance, and support of the Headquarters Seat.

Section 3.4. The Laws of the Republic of the Philippines shall apply within the Headquarters Seat and the courts of the Republic of the Philippines shall have jurisdiction over acts done in the Headquarters Seat except as otherwise provided in this Agreement, the 1995 Agreement, and in other existing and subsequent laws, ordinances relative to, and agreements between the Government and, the Institute.

ARTICLE IV IMMUNITIES AND PRIVILEGES

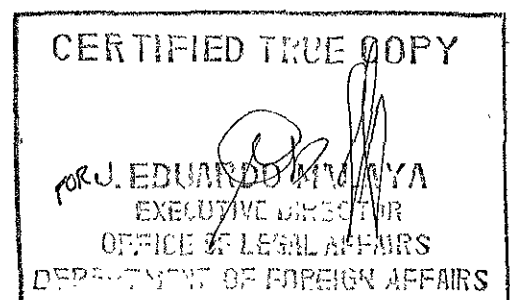
1. Grant of Immunities and Privileges

Section 4.1.1. The Institute shall enjoy the immunities and privileges accorded to an international organization of universal character.

Section 4.1.2. Immunity in general shall be accorded to non-Filipino officers of the Institute only. Immunity for Filipino officers shall be limited to those relative to the performance of their functions or duty.

2. Purpose of Immunities

Section 4.2.1. The privileges and immunities provided for by this Agreement are not intended for the personal benefit of the officers of the Institute. They are accorded to ensure in all circumstances the free operation of the Institute and the complete freedom of its trustees, officers, staff, and internationally recruited consultants.



Section 4.2.2. The Director-General of the Institute shall have the right and duty to waive the immunity of any officer whenever, in his opinion, the immunity would impede the normal course of justice and can be waived without prejudice to the purpose for which the immunities have been granted.

3. Immunity from Legal Process

Section 4.3.1. The Institute shall enjoy immunity from any penal, civil, and administrative proceedings, except insofar as that immunity has been expressly waived by the Director-General or his/her authorized representatives.

Section 4.3.2. The members of the Board of Trustees, officials, staff, and consultant of IRRI shall enjoy immunity from legal process, including arrest and detention, in respect of words spoken or written and acts performed by them in their official capacity, except where such immunity is waived by the Director-General. This provision will not relieve any person from liability for any damage arising from any criminal act, gross negligence or fraudulent act.

4. Communications

Section 4.4.1. The Institute shall enjoy, for its official communications, treatment not less favorable than that accorded to other comparable international organizations and to diplomatic missions in the Philippines.

Section 4.4.2. The Institute shall have the right to use codes for its official communications. It shall also have the right to dispatch and receive correspondence by duly identified couriers or bags, which shall have the same privileges and immunities as diplomatic couriers and bags.

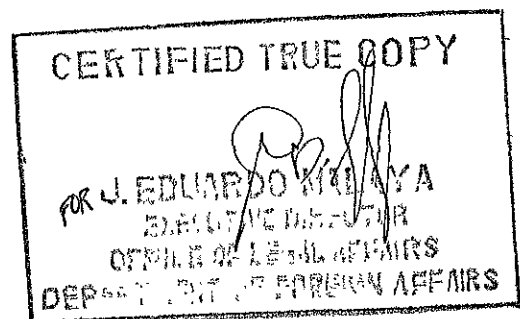
Section 4.4.3. Correspondence and other official communications of the Institute shall be immune from censorship.

Section 4.4.4. The import and export of the Institute's publications and those intended for it shall not be subject to restrictions.

5. Taxation, Customs and Quarantine

Section 4.5.1. The provisions of existing laws or ordinances to the contrary notwithstanding, the Institute, or its successors, shall be exempt from the payment of all taxes provided under existing laws or ordinances. This exemption shall extend to goods imported and owned by the Institute which are intended for its official use.

Section 4.5.2. All gifts, bequests, donations and contributions which may be received by the Institute from any source whatsoever, or which may be granted by the Institute to any individual or non-profit organization for educational or scientific purposes, shall be exempt from the payment of the taxes. All gifts, contributions and donations to the Institute shall be considered allowable deductions for purposes of determining the income tax of the donor.



Section 4.5.3. Non-Filipino members of the staff of the Institute shall be exempt from the payment of income tax on salaries and stipends in U.S. dollars or other foreign currency received by them solely by reason of service rendered to the Institute.

Section 4.5.4. The Institute shall be exempt from the payment of all customs duties and related levies or any kind, except charges for storage, transport, and services supplied, and from prohibitions and restrictions on the import or export of articles intended for its official use.

Section 4.5.5. The Institute shall also be exempt from prohibitions and restrictions on the import or export of articles such as office and laboratory equipment supplies and reagents intended for official use. However, transboundary movement of living and non-living organisms and derivatives thereof in the pursuit of the Institute's research and related operations shall be subject to pertinent legal restrictions of the Government and international agreements relative to sanitary, phytosanitary and biosafety measures equally applicable to other international research organizations.

Section 4.5.6. Non-Filipino citizens serving on the Staff of the Institute shall have the right to import, free of duty, their furniture and other personal effects when moving to the Philippines to take up their duties, their right remaining valid for one year from the date on which they have definitely taken up their duties.

6. Freedom of Entry and Sojourn

Section 4.6.1. The Government shall take appropriate measures to facilitate the entry into, sojourn in, and departure from the Philippine territory of the following categories of persons, regardless of their nationality:

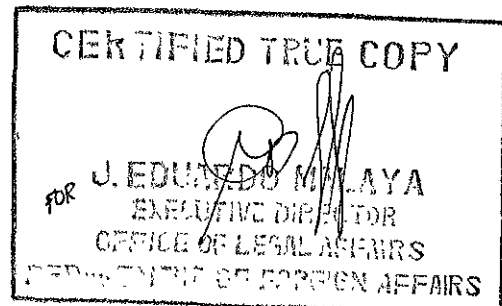
- a. Trustees, officers, and staff of the Institute;
- b. The Institute's consultants, scholars, and visiting scientists;
- c. The dependents of the persons referred to in (a) and (b) above who live with them;
- d. Any other persons who, by reason of their functions, must have access to the Institute in an official capacity.

Section 4.6.2. *Visas which may be required for persons referred to in this Article shall be exempt from the formalities provided for by the Philippine laws and regulations with respect to the registration of aliens, residence permits, and working permits, provided they are not gainfully employed in the Philippines in any other capacity.*

Section 4.6.3. No laws of the Republic of the Philippines restricting the entry of aliens or regulating the conditions of their stay shall apply to the persons provided for in this Agreement, except for reasons of health and national security.

7. Free Disposal of Funds

Section 4.7.1. For the purpose of achieving its aims, the Institute may hold funds, gold or foreign exchange of any kind and may keep its books in any currency. It may also



freely receive and transfer its funds, gold or foreign currency and convert into any other currency the currencies in its possession.

Section 4.7.2. The Government shall assist the Institute in obtaining the most favorable conditions for its exchange transactions and its transfer.

Section 4.7.3. The above provisions shall only apply when the retention or transfer of funds, gold or foreign exchange is not derived from personal professional or commercial activity.

8. Status of the Institute's Trustees, Officers, Staff,
Consultants, Scholars, and Visiting Scientists

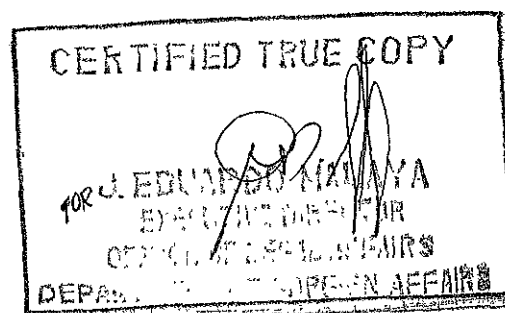
Section 4.8.1. The trustees, officers, staff, consultants, scholars, and visiting scientists shall enjoy in the Philippines the following privileges, subject to the provision of Article IV Section 5 of this Agreement:

- a. Customs facilities in respect to their personal effects and exemption from baggage inspection in the same conditions as are accorded to diplomatic agents on temporary mission;
- b. The right to use codes in official communications and to receive and dispatch papers and official correspondence by diplomatic courier or in sealed bags;
- c. Exemption from immigration restrictions and alien registration, and from national service;
- d. Exemption from exchange restrictions in the same conditions as are accorded to diplomatic agents on temporary mission.

9. Immunities and Facilities Accorded to Officers and Staff of the Institute

Section 4.9.1. The non-Filipino members of staff of the Institute shall be exempt from taxation in respect of the salaries, emoluments and indemnities paid to them in U.S. dollars or other foreign currency by the Institute. Benefits paid in U.S. dollars or other foreign currency in any circumstances by a pension fund or provident scheme shall also be exempt in the Philippines from taxation at the time of their payment, as shall all benefits paid in U.S. dollars or other foreign currency for sickness, accidents, and so forth.

Section 4.9.2. The Director-General of the Institute shall enjoy in the Philippines the privileges, immunities, exemptions, and facilities accorded to ambassadors who are heads of diplomatic missions. He shall designate, for approval of the Government, the officials who, by reason of the responsibilities or their functions, shall enjoy in the Philippines the same privileges, immunities, exemptions, and facilities as are accorded to diplomatic agents or the administrative staff of diplomatic missions.



Section 4.9.3. The officers of the Institute shall enjoy in the Philippines the privileges, immunities, exemptions, and facilities accorded to responsible officials of other international organizations.

**ARTICLE V
INTERPRETATION AND APPLICATION**

Section 5.1. This Agreement shall be interpreted in the light of its fundamental objective to enable the Institute to fully and effectively perform its responsibilities and fulfill its purposes. Moreover, the Government must exercise its jurisdiction over the Institute in such a manner as not to unduly interfere with the performance of the functions of the Institute.

**ARTICLE VI
FINAL PROVISIONS**

Section 6.1. The Institute and all persons enjoying the immunities, privileges, exemptions, and facilities under this Agreement shall cooperate at all times with the appropriate authorities of the Government to facilitate the proper administration of justice and secure the observance of the laws of the Republic of the Philippines.

Section 6.2. This Agreement may be revised at the request of either party. In this event, the two parties shall consult with each other concerning the revisions to be made in its provisions.

Section 6.3. The Government and the Institute may enter into such supplementary agreements as may be necessary within the scope of this Agreement.

Section 6.4. This Agreement, as well as revisions and agreements supplementary hereto, shall enter into force on the date on which the Government, after having completed its domestic legal requirements, communicates its concurrence to the Institute, through the Philippine Department of Foreign Affairs.

Section 6.5. This Agreement shall remain in force for an indefinite period, but may be terminated by either party through written notice given one (1) year in advance.

IN WITNESS WHEREOF, the representatives duly authorized therefor, have signed the Agreement this 24th day of April 2006 at PASAY CITY.

For the Government of the
Republic of the Philippines


ALBERTO G. ROMULO
Secretary of Foreign Affairs

For the International Rice Research Institute


DR. ROBERT S. ZEIGLER
Director-General, IRRI

