

AGREEMENT ON THE ESTABLISHMENT OF THE INTERNATIONAL NETWORK FOR BAMBOO AND RATTAN

The High Contracting Parties,

Recognizing that bamboo and rattan constitute the two most important non-timber forest products in Asia and that they have a high potential for development elsewhere, notably in Africa, the Caribbean and Central and South America;

Recognizing further that bamboo and rattan can greatly contribute to the economic and social development of the rural areas of those regions;

Noting with satisfaction the considerable achievements in the areas of bamboo and rattan related research, training and information exchange realized in several countries of Asia by the informal network for bamboo and rattan operating since 1984 under the aegis of the International Development Research Centre of Canada and with the support of the International Fund for Agricultural Development,

Wishing to extend the benefits of these activities to the producing and consuming countries in other parts of the world;

Believing that greater benefits would accrue to all institutions and individuals involved in bamboo and rattan production and development if an international organization were established for the promotion and coordination of bamboo and rattan research and development, training and information exchange;

Believing further that the organization should be in the form of a decentralized network which will link and strengthen existing national research programs,

Have agreed as follows:

ARTICLE 1 - Establishment and Status

1. There is hereby established the International Network for Bamboo and Rattan, hereinafter referred to as "INBAR" or the "Network"; it shall operate as an autonomous, non-profit, international organization.
2. The Network shall enjoy full juridical personality in international law. In the territories of the Parties, INBAR shall enjoy such legal capacities, privileges and immunities as are agreed upon with those Parties.

ARTICLE 2 - Headquarters and Other Offices

1. The Headquarters of INBAR shall be situated in Beijing, the People's Republic of China (hereinafter referred to as the "Host State").

2. In consultation with the government of the Host State, the Network may establish other offices or field stations on its territory.
3. The Network may establish offices in other countries for the purposes of coordinating its activities in a region or for such other purposes as are consistent with this Agreement.

ARTICLE 3 - Mission and Purposes

1. The mission of INBAR is to improve the well-being of producers and users of bamboo and rattan within the context of a sustainable bamboo and rattan resource base by consolidating, coordinating and supporting strategic and adaptive research and development.
2. In pursuit of this mission, the purposes of INBAR shall include:
 - a. To identify, coordinate and support bamboo and rattan research consistent with the priorities set by national programs and by other institutions and organizations with which INBAR may collaborate;
 - b. To build skills and enhance the capacity of national research and development institutions and out-reach organizations; and
 - c. To strengthen national, regional, and international coordination, cooperation and collaboration.
3. In pursuit of its mission and purposes, the Network shall accord special attention to:
 - a. Satisfying the livelihood and basic needs of people living in bamboo and rattan producing areas, and in particular those of women and disadvantaged people;
 - b. The role of bamboo and rattan in the protection of the environment, and more particularly in alleviating deforestation, soil erosion, and land degradation;
 - c. Conserving and expanding the biodiversity of bamboo and rattan resources;
 - d. Enhancing and extending the utility, productivity and processing of bamboo and rattan on a sustainable basis; and
 - e. Developing and promoting policies and value-added technologies aimed at realizing the full potential of bamboo and rattan as substitutes for timber.

ARTICLE 4 - Activities

The Network shall undertake all such activities as are conducive to the realization of its

mission and purposes and, without limiting the generality of the foregoing, it shall:

- a. Identify, undertake, coordinate and support strategic research and development on bamboo and rattan;
- b. Organize international, regional, national and local fora and workshops on bamboo and rattan issues and promote the exchange of all types of information relating to bamboo and rattan;
- c. Facilitate the linking of scientific, technical, management and financial expertise with local partners;
- d. Train manpower and build institutional capacity at regional, national and local levels for bamboo and rattan scientists and development professionals;
- e. Provide expert resources that bridge scientific knowledge with local needs in strategic areas of research, technology transfer, policy formulation and information services; and
- f. Coordinate and lead teams to develop proposals and fund projects.

ARTICLE 5 - Powers

In the pursuit of its mission and objectives, the Network may:

- a. Enter into contracts or agreements with governments, public or private international or national organizations and agencies, or individuals;
- b. Hire staff and advisors;
- c. Acquire and hold real property or any interest therein and alienate the same, in conformity with the laws of the countries in which such property is situated;
- d. Acquire personal property, including funds, rights and concessions, by purchase, donation, exchange, bequest, or otherwise, from any government, organization, or person, and hold, administer, own, operate, use or, dispose of, the same;
- e. Be a party in judicial, quasi-judicial and administrative proceedings in the country or countries in which it is established or elsewhere; and
- f. Engage in such activities as are conducive to the realization of its mission and purposes.

ARTICLE 6 - Membership in INBAR

1. Membership in INBAR shall be open to all States which are members of the United

Nations or of its specialized agencies and regional organizations constituted by sovereign States accepting the mission and purposes of INBAR;

2. The original Parties of the Network shall be the Parties which sign the present Agreement during the period open for signature specified in Article 20, paragraph 1.
3. After the expiration of the specified period for signature, other States or regional organizations constituted by sovereign States as defined in paragraph 1 of this Article may apply for membership in INBAR by acceding to the present Agreement in accordance with Article 20, paragraphs 2 and 3.
4. Each Party shall designate a competent authority or agency as its focal point for the Network.

ARTICLE 7 - Organs

The organs of INBAR shall be:

- a. The Council;
- b. The Board of Trustees (hereinafter referred to as the “Board”); and
- c. The Secretariat headed by a Director General.

ARTICLE 8 - The Council

1. The Council shall be responsible for providing guidance to the Board on the Network’s general policy orientations and strategic purposes.
2. The Council shall also have, in accordance with the other provisions of this Agreement, the power:
 - a. to approve the accession of States or organizations wishing to become members of INBAR;
 - b. to approve the decisions of the Board in respect of the appointment of the Director General and his or her dismissal for cause;
 - c. to review and approve the annual report including the Network’s audited financial statements;
 - d. to approve the decisions of the Board regarding the Network’s by-laws, financial regulations, personnel policies and annual programme of work and budget;
 - e. to amend this Agreement;

- f. to approve any treaty to be entered into by the Network; and
 - g. to decide to dissolve the Network and take such other steps as are necessary in connection with the dissolution of the Network.
3. The Council shall consist of the representatives of the Parties to INBAR.
 4. The Council shall hold its regular meetings once every two years. As its last order of business the Council will hear proposals from amongst Parties for hosting the next Council Session. The Council will select by consensus or two thirds majority voting procedure a Party to host its next Council Session from amongst those proposals and set a date and place for the Session. The selected Party will nominate a Chairperson for the next Session. The Vice-Chairperson for the next Session will be selected by consensus or two thirds majority voting procedure on the basis of the nominations received from the Parties.
 5. The Council shall hold its regular meetings at the Network's headquarters or at such other place as it may determine. It may hold additional meetings when it deems such meetings as necessary. Between meetings, the Council may take decisions by mail, electronic mail, facsimile or other means of telecommunications. Expenditures incurred by a representative of a Party in connection with his or her participation in meetings of the Council shall be borne by that Party.
 6. Each member of the Council shall have votes according to the approved annual membership contribution payable to the Network. The total number of votes shall be 2000.
 7. Every effort shall be expended to reach decisions by way of consensus. In the event that it is not possible to reach a consensus on a particular matter, a decision on it shall be reached by a two thirds majority of total votes, in addition to one third of voting members in each trade group being in favour, except if otherwise provided in this Agreement.
 8. The Council shall adopt its own rules of procedure, subject to the other provisions of this Agreement.
 9. The Director General shall provide the secretariat and administrative services required for the effective functioning of the Council.

ARTICLE 9 - Composition of the Board

1. The Board shall be made up of not less than eight and not more than sixteen Trustees designated as follows:
 - a. one Trustee appointed by the Government of the Host State;

- b. not less than six Trustees at large, three of whom shall be from bamboo and rattan producing-countries and three appointed on the basis of their scientific or administrative expertise (hereinafter referred to as the “Trustees at large”); and
 - c. the Director General.
- 2. The Trustees at large shall be appointed for a three-year term that may be renewed once only. With respect to the composition of the initial Board of Trustees, one third of the Trustees at large shall be appointed for a one year term, one third for a two year term, and one third for a three year term. A Trustee who is appointed for an initial term of less than three years may subsequently be appointed for two full three-year terms.
- 3. The initial Trustees at large shall be appointed by the Government of the Host State, the International Fund for Agricultural Development and the International Development Research Centre (hereinafter referred to as the ‘Sponsors’). Subsequently, when the office of a Trustee at large becomes vacant, that office shall be filled by an individual who is invited by the Board to become a Trustee.
- 4. The members of the Board serve in their personal capacity.
- 5. The Trustees at large shall be nationals of States that are members of the United Nations or of its specialized agencies.

ARTICLE 10 - Functions and Powers of the Board

- 1. The role of the Board shall be to ensure that:
 - a. The Network has objectives, programs and plans that are consistent with its mission and purposes;
 - b. The Director General is managing the Network in an efficient manner and in accordance with the agreed objectives, programs and budgets as well as with legal and regulatory requirements; and
 - c. The continued well-being of INBAR is not jeopardized by exposing its financial resources, its staff or its credibility to imprudent risks.
- 2. Subject to the guidance, powers and functions of the Council as provided for in Article 8, the Board shall have the following duties:
 - a. to approve, at regular intervals, the Network’s multi-year plan or strategy;

- b. to approve the Network's programmes, their objectives, priorities and operational plans, and to monitor and review programme implementation and results;
 - c. to approve annually the programme of work and budget, the annual report and financial statements, and to communicate these to the Council;
 - d. to adopt the Network's by-laws, its programme, administrative, and personnel policies, and its financial regulations;
 - e. to cause regular independent evaluation or reviews to be conducted of the Network's programmes, policies, and management practices and to give due consideration to the observations or recommendations emanating therefrom;
 - f. subject to Article 12, paragraph 3, to appoint the Director General or, if there is cause, to dismiss him or her, to determine his or her terms and conditions of employment, and to monitor and review his or her performance;
 - g. subject to Article 9, paragraph 5, to appoint the Trustees at large;
 - h. to approve the organizational structure of the Secretariat in light of the Network's programmes;
 - i. to appoint the officers of the Network;
 - j. to appoint annually independent external auditors and to approve the annual audit plan;
 - k. generally, to ensure the Network's cost-effectiveness, and its financial integrity and accountability;
 - l. subject to the authority it may delegate to the Director General, to approve all contracts or agreements to be entered into by the Network;
 - m. subject to the authority it may delegate to the Director General, to approve all grants or contributions that are offered to the Network;
 - n. to oversee borrowing, major expansion, including the acquisition of major equipment and facilities, and the disposal of major assets;
 - o. to adopt conflict of interest guidelines applicable to the Board and to monitor their implementation; and
 - p. to perform all other acts that may be considered necessary, suitable and proper for the attainment of the mission and purposes of the Network.
3. The Board may establish such subsidiary committees as it deems necessary for the

performance of its functions.

ARTICLE 11 - Procedures of the Board

1. Voting by the Board of Trustees is regulated as follows:
 - a. Each member of the Board has one vote, except the Director General who has no vote;
 - b. The Chairperson of the Board has a casting vote; and
 - c. Every effort shall be expended to reach decisions by way of consensus. In the event that it is not possible to reach a consensus on a particular matter, a decision on it will be reached by a simple majority of voting members, except if another majority is provided for in this Agreement.
2. The Board shall elect one member as Chairperson from among the Trustees, excluding the Director General. The term of the Chairperson shall be three years. The Board may re-elect that member as Chairperson for a second term. The Trustee appointed by the Government of the Host State shall be the Co-Chair of the Board.
3. The Board shall meet at least once annually. Between its meetings, the Board may take decisions by mail, electronic mail, facsimile or other means of telecommunications.
4. The Board shall adopt its own rules of procedure, subject to this Agreement.
5. A majority of Trustees shall constitute a quorum for Board meetings.

ARTICLE 12 - Appointment of the Director General

1. Subject to paragraph 3 of this Article, the appointment of the Director General and, if necessary, his or her dismissal for cause shall be decided by the Board and approved by the Council.
2. The Director General shall be appointed initially for a fixed term not exceeding four years. The appointment may be renewed for a second term.
3. The first Director General shall be appointed for a first term by the Sponsors.

ARTICLE 13 - Functions and Powers of the Director General

1. The Director General is the Chief Executive Officer of the Network and is the head of the Secretariat.

2. The Director General shall be responsible *inter alia* for:
 - a. ensuring that the programme of the Network is carried out in conformity with the highest professional standards;
 - b. finding, in collaboration with the Council and Board, sources of revenues for the work of INBAR;
 - c. identifying the organizations with which the Network should collaborate;
 - d. assisting the Council and the Board in carrying out their responsibilities and, in particular, providing them with all relevant information needed by them in this respect, and preparing the documentation for their meetings;
 - e. recruiting, in accordance with the Network's personnel policies, the most competent Secretariat staff members and monitoring their performance; and
 - f. performing such other functions as are delegated to her/him by the Board.
3. The Director General is responsible to the Board, for the operation and management of the Network. In directing the work of the Secretariat, he/she shall ensure that at all times the Network's policies, and the guidelines and instructions laid down by the Board are complied with.
4. The Director General is the legal representative of INBAR. Subject to the authority delegated to him or her by the Board in this respect, the Director General may sign deeds, contracts, agreements, and other legal documents which are necessary to ensure the normal operation of the Network. The Board may stipulate the extent to which this power may be delegated by the Director General. Such delegation shall be evidenced by an instrument in writing, naming the person(s) or position(s) to whom the delegation is made.

ARTICLE 14 - The Secretariat

1. The paramount consideration in the employment of the Secretariat staff and in the determination of the conditions of service shall be the necessity of securing the highest standards of quality, efficiency, competence and integrity.
2. The staff shall be appointed by the Director General in accordance with the personnel policies of the Network.
3. Hiring and employment practices of INBAR shall not discriminate on the basis of gender, race, creed, political beliefs, colour, age, marital status or sexual preference.
4. Salary scales, insurance, pension schemes and any other terms of employment shall be

laid down in the personnel policies of the Network.

ARTICLE 15 - Finance

1. The expenses necessary to administer this agreement will be met by annual contributions from Parties, assessed in accordance with the principles in Article 15.1.c
 - a. Six months prior to the biennial Council session, the INBAR Secretariat will distribute to Parties its Administrative Budget covering the next two years.
 - b. At the bi-annual Council session the Council will formally approve the two-year Administrative Budget.
 - c. Annual contribution will be distributed amongst the members to cover the approved Administrative Budget according to the following principles.
 - i. Contribution will be calculated with reference to the most recent fee scale used for calculating fees for the UN, and to a mean of the last three year's figures of the total value of bamboo and rattan international trade as entered by each member in the UN-Comtrade database, with 2007 being the earliest possible year to use. Members will be grouped according to their contribution to the UN budget, and on their total value of bamboo and rattan international trade.
 - ii. Minimum contribution will be set by the Council which will be used instead of any lower fee calculated. Minimum contribution for least Developed Country members will be set at a lower level than that for other members.
 - d. When a State or organization requests to accede to the INBAR Treaty, the Council will, by inter-session communication, decide the initial contribution payable upon joining; the level of contribution payable until the next Council session and the effect of the new Party's contribution upon that of all other Parties for the following financial year. The assessments for the current financial year will not be altered.
 - e. Contributions to the Administrative budget for each financial year shall be payable in freely convertible currency and shall become due on the first day of that financial year.
 - f. A Party of INBAR which is in arrears in the payment of its financial contributions to the Network shall have no vote in the Council if the amount of its arrears equals or exceeds the amount of the contributions due from it for the preceding two full years. The Council may, nevertheless, permit such a Party to vote if the failure to pay is due to conditions beyond the control of the Party.
[Article 19 UN Charter]

Before any sanctions are applied, the INBAR Secretariat must satisfy the

Council that it has sent three warning letters on behalf of the Council Chairperson spaced at three month intervals and that at least one of these letters has been acknowledged.

2. The INBAR Parties and other Parties may also provide voluntary financial contributions in support of INBAR. Other financial support for INBAR will be principally derived from voluntary contributions provided by intergovernmental and non-governmental international organizations and public or private institutions as well as by corporations and individuals. In addition, INBAR may generate funds through the carrying out of its activities.
3. The financial operations of INBAR shall be governed by the financial regulations.
4. A full financial audit of the operations of INBAR shall be conducted on an annual basis by an independent international accounting firm appointed by the Board upon recommendation by the Director General. The results of such audits shall be made available by the Director General to the Council and the Board.

ARTICLE 16 - Relationship with Other States and Organizations

In pursuance of its mission and purposes, INBAR may establish partnerships and enter into cooperation agreements with other States and organizations, as well as with corporations, foundations and institutions.

ARTICLE 17 - Settlement of Disputes

Any dispute arising from the interpretation or implementation of this Agreement shall be settled in the spirit of friendly cooperation and through amicable consultations.

ARTICLE 18 - Amendments

1. This Agreement may be amended by the Council, either acting on its own, or on the recommendation of the Board.
2. A recommendation from the Board to the Council proposing an amendment shall require a two thirds majority of all voting Trustees.

ARTICLE 19 - Dissolution

1. INBAR may be dissolved by the Council if it is determined that the mission and purposes of INBAR have been achieved to a satisfactory degree or that INBAR will no longer be able to function effectively. In reaching its decision regarding the dissolution of the Network, the Council shall expend every effort at arriving at a

consensus. If it is not possible to reach a consensus, the Council may decide to dissolve the Network through a three quarters majority of all voting Council members.

2. INBAR will automatically be dissolved if, as a result of the withdrawal of members, there are less than four remaining Parties.
3. Upon dissolution, the real property of the Network shall revert to the country in which such property is situated, or shall otherwise be disposed of pursuant to an agreement with the government of that State.
4. Unless other arrangements are determined unanimously by the Parties to this agreement, all moveable property shall be distributed among the Parties in accordance with their financial contribution to the Network.

ARTICLE 20 - Signature and Accession

1. This Agreement shall be open for signature in Beijing on 6 November 1997. It shall remain open for signature for a period of two years from that date.
2. After the expiration of the period specified in paragraph 1, this Agreement shall remain open for accession by any State or organization as stipulated in Article 6.1 of this Agreement, subject to prior approval by a simple majority of the Council.
3. Instruments of accession shall be deposited with the Depository of this Agreement.
4. The Government of the People's Republic of China shall be the Depository of this Agreement.
5. The Depository shall maintain a record of signatures and accessions and communicate it to all Parties to this Agreement. The Depository shall also register this Agreement with the Secretariat of the United Nations in accordance with Article 102 of the Charter of the United Nations.

ARTICLE 21 - Entry into Force

1. This Agreement shall enter into force upon its signature by four Parties. In the event that the internal legislation of a signatory Party requires it to ratify the Agreement, the Agreement, with respect to that Party, shall enter into force on the first day of the month commencing after the date of receipt by the Depository of its instrument of ratification.
2. For each Party depositing an instrument of adhesion or accession, this Agreement shall enter into force on the first day of the month commencing after the date of receipt by the Depository of such instrument.

ARTICLE 22 - Withdrawal

Any Party to this Agreement may withdraw from the Network upon six months written notice to the other Parties through the Depositary. Such withdrawal shall in no way affect contractual or other obligations entered into by the Network prior to notice of the withdrawal being given.

DONE at Beijing, the People's Republic of China, in Chinese, English, French and Spanish, all versions being equally authoritative, on 6 November 1997.

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