



Executive Committee

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IICA-CATIE 2012-2014 PROGRAM FOR JOINT ACTION

**San Jose, Costa Rica
July 2011**

IICA-CATIE 2011-2014 Program of Joint Action
Report on compliance with Resolution IICA CATIE IICA/CE/RES 532 (XXX-O/10)

“IICA-CATIE”

In Resolution 532, the Executive Committee instructed the Directors General of IICA and CATIE to present, at their next meeting, a Program for Joint Action for 2011-2014 that would effectively complement the capabilities and resources of both institutions.

In compliance with this mandate, the Director General of IICA and the Director General of CATIE have agreed on a new Cooperation Agreement that is ready to be signed by both parties and is included for the consideration of the members of the Executive Committee.

The 2011-2014 IICA-CATIE Program for Joint Action will be implemented in the context of the new Cooperation Agreement between both institutions. This establishes, on the one hand, the general framework for cooperation between IICA and CATIE in order to carry out joint actions, and on the other, determines the technical and administrative coordination mechanisms to facilitate joint action.

1. General objective of the Program for Joint Action

To define strategic areas for cooperation between IICA and CATIE, as well as appropriate articulation and operational management mechanisms to ensure the coordination of joint technical cooperation actions.

The following are the strategic areas of cooperation and the topics included:

1.1. Preparation of Member States to address climate change and to mitigate its effects.

- 1.1.1. Formulation and implementation of a “joint integrating project” of an inter-thematic nature on the issue of “Agriculture and Climate Change”.
- 1.1.2. Joint participation in “Climate Smart Agriculture,” financed by the World Bank.

1.2. Strengthening innovation processes in production.

- 1.2.1. Use of the germoplasm bank administered by CATIE, making it available to the countries that require it.
- 1.2.2. Joint support for the Regional Cooperative Program for the Technological Development of Coffee Production in Central America, Panama, the Dominican Republic and Jamaica (PROMECAFE), which includes the implementation of a scholarship program.

- 1.2.3. Increased participation by CATIE in networks and cooperative mechanisms for technological innovation (PROCI, Innovation Network, FORAGRO and FONTAGRO).

1.3. Building institutional frameworks and capabilities for the sustainable management of rural territories.

- 1.3.1. Complementing strengths in the area of building institutional frameworks for territorial management (IICA) and in eco-systemic approaches and specific methodologies (CATIE).
- 1.3.2. Cooperation to promote sustainable agricultural production and sustainable management of natural resources

1.4. Cooperation in the area of promoting food security among small and medium-scale producers and family agriculture.

- 1.4.1. Joint efforts to increase availability of food produced by small and medium-scale producers and create conditions for more stable access to food.
- 1.4.2. Cooperation in developing and identifying appropriate technologies for small and medium-scale agriculture.

1.5. Knowledge management.

- 1.5.1. Strengthening the Orton Memorial Library.
- 1.5.2. Implementing joint on-line training courses in the areas of joint cooperation.

2. Coordination mechanisms

- 2.1. Responsibility for technical coordination rests jointly with the Directorate of Technical Cooperation of IICA and the Sub-directorate General of CATIE.
- 2.2. Administrative and management coordination between both institutions will be aimed at facilitating and enhancing technical cooperation and will be the responsibility of the Secretariat for Corporate Services of IICA and its equivalent at CATIE.
- 2.3. IICA will continue to provide legal and institutional support to CATIE, as established in Law No. 8028.

(The 2011-2014 IICA-CATIE Program for Joint Action will be discussed in detail by the Directors General of IICA and of CATIE at the Thirty-first Regular Meeting of the Executive Committee).

**GENERAL BILATERAL AGREEMENT FOR
INTER-INSTITUTIONAL COOPERATION
BETWEEN**

**THE INTER-AMERICAN INSTITUTE FOR COOPERATION
ON AGRICULTURE (IICA)
AND
THE TROPICAL AGRICULTURE RESEARCH AND HIGHER EDUCATION CENTER
(CATIE)**

The Inter-American Institute for Cooperation on Agriculture (hereinafter referred to as “IICA”, or “the Institute”), represented by its Director General, Víctor M. Villalobos Arámbula, and the Tropical Agriculture Research and Higher Education Center (hereinafter referred to as CATIE), represented by its Director General, José Joaquín Campos Arce, have agreed to sign the present General Bilateral Agreement for Inter-institutional Cooperation.

CONSIDERING:

That IICA is the specialized agency for agriculture and rural life of the Inter-American system, with the mission of supporting the Member States in their pursuit of progress and prosperity in the hemisphere, through the modernization of the rural sector, the promotion of food security and the development of an agricultural sector that is competitive, technologically-prepared, environmentally managed and socially equitable for the peoples of the Americas.

That CATIE is a scientific and educational Civil Association, with full legal standing, dedicated to research in the agricultural sciences and on natural resources and related subjects, in the tropical regions of the Americas, and to post-graduate training and other courses of study in the agricultural sciences and on renewable natural resources and related subjects, offered for the benefit of the Member States of CATIE and of the Inter-American Institute for Cooperation on Agriculture (IICA).

That on October 12, 2000 Law N° 8028 of the Legislative Assembly of Costa Rica entered into force, approving the amendments to the Contract signed between the Government of Costa Rica and IICA concerning CATIE, approved by Law N° 6873, of June 17, 1983.

That pursuant to the new Law of October 12, 2000, Chapter IV, Clauses Twenty-five and Twenty-six, and Chapter V, Clauses Twenty-eight and Twenty-nine establish mechanisms for close cooperation between IICA and CATIE, of an institutional, technical, financial, legal and operational nature, which define the bases for the General Bilateral Agreement for Inter-institutional Cooperation.

That both institutions recognize the urgent need to optimize their resources and strengths and to further their common interests, based on the accumulated experience and capabilities developed

by each institution, in order to contribute to the fulfillment of their own objectives and to strengthen their individual capabilities in the Member States.

That by virtue of the above, IICA and CATIE should establish a framework for joint action that will enable them to define and enhance the technical, financial, legal, administrative and human capabilities of both institutions, taking full advantage of their resources and generating opportunities for cooperation and the exchange of experiences for the benefit of their Member States.

IT IS THEREFORE AGREED:

CLAUSE ONE: PRINCIPLES AND OBJECTIVES

Principles governing this Agreement

The joint activities carried out under this Agreement will be established according to the principles of prioritization, respect, mutual recognition, legality, transparency, accountability and consensus between both Parties, and not of competition.

General Objective

- 1.1 To establish the general framework for cooperation between IICA and CATIE for the implementation of joint actions in technical areas of interest to both institutions, and to enhance the technical cooperation offered to the Member States, as set forth in the Contract between the Government of the Republic of Costa Rica and IICA on CATIE, Law N° 8028 of October 12, 2000.

Specific objectives

- 1.2 To coordinate technical cooperation services to the Member States, combining their respective capabilities in order to enhance their results and social contributions, in the context of their Medium Term Plans.
- 1.3 To provide institutional and legal support to CATIE in the Member States, in the context of the Institute's Rules of Procedure.
- 1.4 To identify and prioritize new technical areas that offer potential for joint work and respond to the demands for technical cooperation of the Member States of CATIE and IICA.
- 1.5 To establish mechanisms to support the implementation of joint actions in the Member States, through technical cooperation projects.

- 1.6 To define mechanisms to establish the terms, costs and financing of the services provided mutually.
- 1.7 To serve as a Framework Bilateral Agreement for preparing future specific bilateral agreements on joint cooperation between IICA and CATIE, and other projects of common interest to the Member States.
- 1.8 To ensure that CATIE's Financial and Personnel Rules are based on IICA's Rules and Procedures for that purpose.

In the event of any difference arising, this must be justified and based on the institutional situation of CATIE, its antecedents and the resolutions approved by its governing bodies.

- 1.9 To establish coordination and follow-up mechanisms that foster harmonious relations between both Institutions and with the governmental bodies in their Member Countries.

CLAUSE TWO: AREAS OF TECHNICAL COOPERATION

In the context of the priority thematic areas defined by IICA and CATIE in their respective Medium Term Plans, IICA and CATIE will focus their joint efforts on integrated and systemic projects to support the countries in:

- preparing the Member States to address climate change and to mitigate its effects;
- strengthening productive innovation processes;
- building institutional frameworks and capabilities for the sustainable management of rural territories; and
- improving food security, particularly for small and medium-scale producers, and family agriculture.

IICA and CATIE will try to ensure that such projects and their respective lines of work provide a basis for securing funding for longer term projects that benefit several countries at a time.

IICA and CATIE will continue to offer each other mutual support in the initiatives and activities related to distance education and will continue their cooperation for the development of information centers.

CLAUSE THREE: TYPES OF COOPERATION

To carry out the joint activities derived from this Agreement, the modalities of cooperation are established in the Principles in Clause One, without being exclusive or limitative. These are:

- 3.1 Specific cooperation actions between IICA and CATIE, to be carried out in any Member State, shall be established by means of Letters of Understanding that will contain and specify the objectives; modes of action; forms of participation; authorities; obligations of each Party: technical, financial, human and other resources; budgets, including any relevant costs of supervision and institutional support; and other elements guaranteeing the normal and appropriate fulfillment of the agreement, which will be submitted for consideration by the competent bodies of each Institution for approval.
- 3.2 When considered necessary, the Parties may establish groups or technical missions to study the nature, intensity and scope of the projects and activities undertaken, or that may be undertaken, in the context of the present Agreement or of specific agreements, and to propose the necessary recommendations and projects, which will be set forth in the Letters of Understanding.
- 3.3 Participation in high-level technical/political events (presentation of specialized papers and documents in convergent thematic areas) of interest to the countries and those of joint interest that positively impact the construction of a shared institutional culture.
- 3.4 Coordination of events for reporting on and disseminating the results of research from technical cooperation in the countries, including the discussion of mechanisms and means, the management and administration of their outputs and their mass transfer.
- 3.5 Preparation and distribution of joint publications of specialized texts on the generation and transfer of knowledge, giving priority to their distribution by digital means.
- 3.6 Joint participation, through strategic partnerships, including third parties, in bidding processes to implement technical actions of interest to the organizations, specifying in each case the responsibilities, functions, contributions and the recovery of costs generated in their execution.
- 3.7 Joint search for external resources for the implementation of specific projects and cooperation actions.

CLAUSE FOUR: RESPONSIBILITIES OF THE PARTIES

Responsibilities of IICA

- 4.1 IICA will provide legal and institutional support in accordance with Clause Twenty-six of Law N° 8028, and in line with IICA's Rules and Procedures, both in Costa Rica and in the other Member States.
- 4.2 According to Clause Twenty-nine of Law N° 8028, IICA “undertakes to include in its Biennial Program Budget a request from the Board of Directors of CATIE, related to financial contributions to support the Center's core budget. These sums shall not exceed 5% of its quota budget”.
- 4.3 IICA shall grant the status of associate personnel to the international professional personnel of CATIE, in accordance with the current Institutional Regulations of IICA.
- 4.4 IICA may, according to its capacity and possibilities, provide CATIE with physical space and support services through the Representatives of the IICA Offices in the Member States, whenever this is necessary for CATIE's programs.
- 4.5 Other contributions: including in-kind contributions related to the costs of:
 - Human Resources of IICA: includes the contributions of IICA specialists, professionals and officials who provide cooperation in the areas established.
 - Physical Resources: including the appropriate use of IICA's infrastructure and installations, both at Headquarters and in the countries where it has offices.
 - Legal support and accompaniment in the different needs that arise in the implementation of joint projects with CATIE.
- 4.6 IICA shall finance, according to its budget, the personnel costs of the Orton Memorial Library, for a sum similar to the amount allocated in recent years, notwithstanding the acquisition of external financial resources for its strengthening, as established in Clause Thirty-seven of Chapter X (General Provisions) of Law N° 8028.

Responsibilities of CATIE

- 4.7 CATIE will receive legal and institutional support from IICA in accordance with Clause Twenty-six of Law N° 8028, and in line with the Institute's Rules and Procedures, both in Costa Rica and in the rest of the Member States; the relevant information and documentation related to this support will be duly reported and submitted.
- 4.8 CATIE will communicate to IICA, in a timely manner, the points of common interest of the Higher Council and of the Board of Directors, on which they should work jointly.
- 4.9 CATIE, in coordination with IICA, will sign insurance policies against fire and partial or total losses, covering all existing movable and immovable goods made available to CATIE, which have been contributed by IICA and the Government of Costa Rica. The Institute will be informed of these matters annually.
- 4.10 CATIE will finance the operating costs of the Orton Memorial Library, in a percentage similar to that allocated in recent years, without detriment to efforts to secure external financial resources for its strengthening and modernization.
- 4.11 CATIE will cover the relevant direct costs stemming from the administrative services provided by the IICA Offices; and those resulting from the execution of the Letters of Understanding indicated in Clause Three.
- 4.12 Other contributions: including contributions in kind for costs related to:
 - Human Resources of CATIE: includes CATIE's contributions of specialists, professionals and staff members who provide cooperation in the defined areas.
 - Physical Resources: includes the appropriate use of infrastructure and installations of CATIE, both at its Headquarters in Turrialba and in the countries where it has offices.
 - Institutional Resources: includes the support provided by CATIE in relation to institutional links and coordination in the countries.
- 4.13 CATIE will cover the costs incurred for the use of facilities and support services provided by IICA.

CLAUSE FIVE: JOINT RESPONSIBILITIES

- 5.1 IICA and CATIE pledge to safeguard the faithful fulfillment of the provisions of Law N° 8028 and of the present General Bilateral Agreement for Inter-institutional Cooperation, both in Costa Rica and in the other Member States.
- 5.2 IICA and CATIE undertake to allocate annually financial resources or other types of resources for the implementation of programs, projects or joint cooperation actions in the Member States of both institutions. The details will be agreed upon and documented through Letters of Understanding and joint annual Work Plans and project plans, in the context of this Bilateral Agreement.
- 5.3 IICA and CATIE will cover the relevant administrative or technical costs derived from the execution of joint projects, as established under the present Agreement. Similarly, those resulting from the execution of the Letters of Understanding, indicated in Clause Three.
- 5.4 IICA and CATIE will continue to jointly administer and finance the Orton Memorial Library, operated by IICA, in order to improve its standards of service, its technical and academic benefits and its prestige in the field of agricultural science in the Americas, making a highly useful contribution to the prospective analysis and technical cooperation of both institutions.
- 5.5 The Orton Memorial Library will be administered and used in benefit of the substantive works of both Institutions and their Member Countries, and will report on the contributions obtained for its operation, as established in Clause Thirty-seven of Law N° 8028.
- 5.6 The Parties agree to conduct a comprehensive review of the operation, legal status, vision, mission, resources, funding and technical work and benefits of the Library (membership of information networks), with a view to strengthening its sustainability.
- 5.7 IICA and CATIE will define their specific responsibilities in joint actions carried out in any of their Member States, through Letters of Understanding.
- 5.8 IICA and CATIE will periodically and systematically coordinate work meetings to define and agree upon the best terms of cooperation and collaboration, both in technical and administrative aspects.
- 5.9 Both Parties will appoint personnel responsible for the technical and administrative areas, who together will comprise the Coordination and Follow-up Committee, in order to follow up on the execution of the present Agreement.

CLAUSE SIX: COORDINATION MECHANISMS

- 6.1 The bodies responsible for institutional coordination at the higher level will be the General Directorates of IICA and CATIE, whose main task will be to define and implement joint policies and work strategies, based on their Strategic Plans.
- 6.2 The office within IICA responsible for coordinating the activities implemented under this Bilateral Agreement shall be the General Directorate, or whomever it so designates.
- 6.3 The office responsible within CATIE for coordinating the activities implemented under this Bilateral Agreement shall be the General Directorate, or whomever it so designates.

The Coordination and Follow-up Committee will be supported by two permanent working groups, one responsible for technical cooperation issues and the other focusing on administrative, regulatory and financial aspects, which will work together in close coordination.

Both Parties will define, in writing, the composition of the two working groups, which will have the following responsibilities:

Functions of the Technical Cooperation Working Group:

1. Carry out the necessary activities to fulfill the technical cooperation objectives established in the Medium Term Plans of both Institutions and the guidelines agreed upon by the Directors General of IICA and CATIE.
2. Establish the bases, concepts, methodologies and instruments for delivering technical cooperation services to the Member States.
3. Coordinate and consolidate common actions so that both Institutions may define the areas of action and projects through which they will deliver technical cooperation to the Member States.
4. Establish the necessary strategies to implement actions with other cooperation and financial organizations, bilateral or multilateral, in order to coordinate multi-institutional, multidisciplinary, national or regional projects in the Member States.
5. Coordinate activities to design and support the implementation of international public goods in the Member Countries.
6. Monitor and conduct evaluations of the results of the IICA-CATIE cooperation and propose to the Directors General measures and mechanisms to improve it.
7. Carry out other technical cooperation actions that contribute to the well-being of the Member States.

Functions of the Administrative-Regulatory Working Group:

1. Jointly establish the procedures to be followed in defining the terms, costs, financing and regulatory framework of the services provided mutually and jointly.
2. Generate administrative outputs and results that strengthen, promote and facilitate technical cooperation.
3. Respect, strengthen and complement the human talent and capabilities of both Institutions.
4. Define joint strategies to promote the implementation of projects financed with external resources, aligned with the Medium Term Plans of both Institutions.
5. Establish the strategies necessary to administer institutional resources with prudence, rationality, equity, transparency and discipline, in order to optimize the technical cooperation services to the Member States.
6. Carry out other administrative, financial and regulatory actions to accompany and support technical cooperation and to make it more effective and efficient.

The Working Groups will meet at least once every six months to discuss the matters under their responsibility and coordinate the necessary or pertinent actions. Appropriate reports or aide-mémoires of these meetings will be prepared, two copies of which should be signed by the members.

The Working Groups may hold special meetings, whenever necessary, and their members will be convened mutually, according to the institutional interests of each party. The convocation to the meeting will include the agenda to be discussed. The person in charge of the Technical Secretariat of the Coordination and Follow-up Committee will be designated jointly and by common agreement, and will carry out this task for one year, which may be extended, by common agreement of the Parties, for up to 4 years. The Committee will be chaired by each of the members on a rotating basis.

CLAUSE SEVEN: RECIPROCITY

All activities or projects executed jointly shall be managed in such a way as to recognize and reflect the contributions made by both Parties equally, both in their relations with the countries, through national and international organizations and in terms of publications, informational material and messages distributed to media organizations.

CLAUSE EIGHT: SETTLEMENT OF DISPUTES

Any dispute that may arise as to the interpretation, application or execution of the present Agreement shall be resolved by friendly negotiation between the Parties.

In the event that the dispute is not resolved, the Parties agree to submit, unconditionally and irrevocably, to the procedures and decision of an Arbitration Board comprising three members, one designated by each of the Parties, and a third to be appointed by mutual agreement between the Parties. It is understood that the Arbitration Board may decide all procedural questions in those cases in which the Parties are not in agreement on the issue in dispute. The decision of the Arbitration Board may not be appealed.

CLAUSE NINE: ENTRY INTO FORCE, RENEWAL AND AMENDMENTS

The present Agreement shall enter into force once it has been signed by the Parties and shall be valid for a maximum period of ten years; however, if either institution desires, it may be terminated at any time after the first six months by giving six (6) months' prior written notice to the other, explaining the reasons, without detriment to the activities that are under implementation.

The terms of the present Agreement may be modified with the express mutual consent of the Parties, following a joint evaluation, and approved by the competent bodies of each Institution, indicated in Clause Six, in order to update, adapt, expand or amend it and, once completed, shall be signed by both Parties.

IN WITNESS WHEREOF, the legally authorized representatives of the Parties sign three copies of the present Agreement, each version being equally authentic, in the city of San José, on the day _____ of the month of _____ of two thousand eleven.

José Joaquín Campos Arce
Director General
Tropical Agriculture Research and
Higher Education Center (CATIE)

Víctor M. Villalobos
Director General
Inter-American Institute for Cooperation
on Agriculture (IICA)

Gloria Abraham Peralta
Minister of Agriculture and Livestock
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