

The Charter and Founding Documents

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INTERNATIONAL IRRIGATION MANAGEMENT INSTITUTE

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Foreword

THE CHARTER OF the International Irrigation Management Institute (IIMI) has been revised by the IIMI Board of Governors on several occasions since its approval by the IIMI Support Group in September 1983. The most significant of these revisions occurred as a result of the invitation received by IIMI to join the network of centers supported by the Consultative Group on International Agricultural Research (CGIAR) in 1990.

In view of the revisions to the Charter, the Institute has decided to publish a new edition of the “Charter and Founding Documents,” the first edition of which was published in 1989. The document includes the Charter of IIMI (as revised by the Board), the 1983 Memorandum of Agreement with the Government of Sri Lanka (signed by the Ford Foundation acting on behalf of the IIMI Support Group), and the International Irrigation Management Institute Act No. 6 of 1985 of the Parliament of the Democratic Socialist Republic of Sri Lanka that established IIMI.

Roberto Lenton

Director General

International Irrigation Management Institute

Charter of the International Irrigation Management Institute

WHEREAS the International Irrigation Management Institute Support Group established by and consisting of the countries and organizations listed in Appendix 1 has proposed the establishment of the International Irrigation Management Institute for the purpose of improving the management and performance of irrigation systems in order to ensure the dependability and equity of water distribution, an increase in agricultural production and an overall improvement in the quality of life in rural agricultural communities, while protecting, maintaining and improving the quality of irrigated soil, and of the environment, as well as the health and general welfare of the people concerned:

AND WHEREAS it is proposed that for the attainment of this objective the Institute would sponsor research, education, training and information programs on the management and performance of irrigation systems:

AND WHEREAS the International Irrigation Management Institute Support Group designated the Ford Foundation to act on its behalf in all matters necessary for establishing the Institute:

AND WHEREAS the Government of Sri Lanka and the Ford Foundation, acting on behalf of the International Irrigation Management Institute Support Group, entered into an Agreement dated the first day of September 1983 to work together to establish the Institute with its headquarters in Sri Lanka:

AND WHEREAS, the International Irrigation Management Institute Support Group, meeting in Washington, D.C. on 28th October, 1983 reviewed and expressed its support to the actions taken in implementing its decision made in previous meetings toward the establishment of the International Irrigation Management Institute as an autonomous organization, international in character, including the agreement concluded on September 1, 1983 with the Government of Sri Lanka as the host for the Institute headquarters and the convening of the first meeting of its Governing Board held in Colombo on 20th through 23rd September, 1983 and further expressed its support to the Ford Foundation in framing a constitution embodying the principles, laid out in the agreement, which may serve as the basic guidelines for the Institute's functioning under its Governing Board within Sri Lanka as well as in other countries:

AND WHEREAS on 21 November 1990 the International Irrigation Management Institute was invited to join the Consultative Group on International Agricultural Research and on 9 December 1990 accepted this invitation thereby obviating the need for the continued existence of the International Irrigation Management Institute Support Group:

NOW THEREFORE the Institute shall be established as follows:

Chapter I. Establishment, Name and Legal Status

Article 1. The International Irrigation Management Institute (herein: or referred to as "the Institute") shall be established and shall operate as an autonomous organization, international in character, in accordance with the provisions of the present Charter.

Article 2. The Institute shall, by the aforesaid name, be a body corporatr with perpetual succession and a common seal.

Article 3. The Institute shall possess full juridical personality and in particular full capacity:

- (a) to contract;
- (b) to acquire and dispose of immovable and movable property; and
- (c) to institute legal proceedings.

Article 4. The Institute shall be organized and operated as a non-profit organization, the objectives and activities of which shall be confined exclusively to research, education, training, and information.

Chapter II. Objectives, Activities and Powers

Article 5. The Institute shall be an international center for the improvement of the management and performance of irrigation systems. The Institute may have such co-operating centers in such countries as may be necessary for the attainment of its objectives.

Without prejudice to the generality of the foregoing, the specific objectives of the Institute shall be to develop methods, devices, procedures, practices and operational approaches to:

- (a) optimize the effectiveness of water use for agricultural production;
- (b) ensure dependability and equity in the distribution of the benefits of irrigation;
- (c) evaluate and improve the management and performance of irrigation systems;
- (d) protect, maintain and improve the quality of irrigated soil and the environment in areas affected by irrigation systems, as well as the health, and the general welfare and quality of life in rural agricultural communities; and
- (e) improve the reliability of water supply, thus reducing the risks to investments in yield-increasing inputs, and to share and disseminate information thereon among potential user groups, organizations and other bodies and persons concerned with irrigation.

Article 6. For the purpose of attaining its objectives, the Institute may engage in all or any of the following activities associated with management aspects of irrigation:

- (a) The study and evaluation of irrigation systems and all phases of their operation and management including design, construction, operation, regulation of water flow and distribution, water pricing and policies, and effects on the soil, the environment, and the health and general welfare of the people concerned;
- (b) The development of improved methods of study, analysis and evaluation of the management and performance of irrigation systems, including their efficiency, dependability and equity of distribution;
- (c) The diagnosis and correction of the deficiencies in irrigation systems and in the effectiveness of water use, including the relieving of constraints to the optimization of water use and the provision of incentives for improved management and operation,
- (d) Devising interventions in irrigation systems for the purpose of remedying deficiencies therein or of relieving constraints to the optimization of water use, and the monitoring and evaluation of the effects of such interventions;
- (e) The study, analysis and evaluation of the effects of such interventions on the soil, the environment and the health and general welfare of the people concerned;

- (f) The collection, analysis, publication and dissemination of the results of such studies and activities;
- (g) The maintenance of a data bank relating to the studies and activities of the Institute, and the establishment and operation of an information center, library and data bank providing information regarding irrigation systems generally and all other matters relevant to the objectives and activities of the Institute;
- (h) The training of persons who are or will be engaged in any aspect of the study, evaluation, analysis, design, construction, development or operation of irrigation systems, or in any research, education, information or action program relating thereto;
- (i) The organization and conduct of conferences, seminars, fora, consultations, workshops and meetings of persons engaged in work connected with or relevant to the objectives and activities of the Institute, for the planning and evaluation of the activities of the Institute and for the exchange of information relevant to the work of the Institute;
- (j) The strengthening, modification or improvement of institutional or other arrangements for the optimum utilization and application of the work of the Institute by countries, organizations, co-operating centers, and other institutions and bodies, and the provision of information and advice by the Institute to countries, organizations, co-operating centers, and other institutions and bodies; and
- (k) Such other activities as the Institute may consider necessary or useful for or conducive to the attainment of its objectives.

Article 7. The Institute shall have such powers as may be necessary for the attainment of its objectives, and in particular may:

- (a) acquire, obtain or receive from any Government, international organization, or any agency, instrumentality or political subdivision thereof, or from any person, body of persons, corporation or other legal entity (whether by way of grant, gift, purchase, exchange, lease devise, bequest or otherwise, and whether absolutely or in trust) such charters, franchises, licenses, privileges, concessions, assistance, funds, and such property, immovable or movable, or rights therein, and such other rights and assets as may be necessary or useful for or conducive to the attainment of the objectives of the Institute;
- (b) acquire, hold, own, use, operate, lease or otherwise dispose of the property, funds, rights and assets of the Institute;
- (c) invest the funds of the Institute, operate bank accounts, borrow money, obtain credit, issue evidences of indebtedness, and mortgage, pledge or grant rights in any property, rights or assets of the Institute as security for the debts and obligations of the Institute;
- (d) construct, purchase, install or obtain all such buildings, structures, plant, machinery, equipment and facilities as may be necessary or useful for or conducive to the attainment of the objectives of the Institute;
- (e) appoint, employ, remunerate, dismiss and exercise disciplinary control over such officers, consultants, servants and agents as may be necessary or useful for or conducive to the attainment of the objectives of the Institute;
- (f) enter into, perform and carry out, either directly or through an officer or agent authorized in that behalf by the Institute, all such contracts and agreements as may be necessary or useful for or conducive to the attainment of the objectives of the Institute;
- (g) provide funds, supplies and services in support of the activities and programs of the institutions, agencies and centers co-operating with the Institute;

- (h) establish and develop relationships and arrangements for collaboration and co-operation with organizations, institutions and agencies both in host countries and elsewhere, for purposes necessary or useful for or conducive to the attainment of the objectives of the Institute; and
- (i) do and perform **all** such other acts and things as are useful for or incidental or conducive to the attainment of the objectives of the Institute.

Chapter III. Headquarters, ~~Offices,~~ Agencies, Co-operating Centers and Field Operation Stations

- Article 8.
- (a) The headquarters and principal office of the Institute shall be at Digana near Kandy, Sri Lanka, or at such other place in Sri Lanka as may be mutually agreed upon by the Government of Sri Lanka and the Institute;
 - (b) The Institute may, with the concurrence of the Government of Sri Lanka, establish such other offices, agencies and field operation stations at such places in Sri Lanka, as it may from time to time consider necessary;
 - (c) The Institute may establish branch offices, agencies, co-operating centers and field operation stations in such other countries as it may from time to time determine, having regard to the extent to which such offices, agencies, centers or stations would contribute to the attainment of the objectives of the Institute; and
 - (d) Nothing in the preceding provisions of this Article shall preclude co-operation and collaboration in a less formal manner between the Institute and other countries or organizations.

Chapter IV. Organization and Management

- Article 9. The Institute shall have a Board of Governors, a Chairman, a Director-General and such other officers, consultants and staff as may be considered necessary
- Article 10.
- (a) The Board of Governors (hereinafter referred to as "the Board") shall consist of not less than twelve and not more than twenty members, of whom at least one shall be appointed by the Government of Sri Lanka, as the host country for the headquarters and principal office of the Institute, and one shall be the Director-General, *ex-officio*;
 - (b) The first Board shall consist of
 - (i) one member appointed by the Government of Sri Lanka,
 - (ii) the Director-General, *ex-officio*, and
 - (iii) such other members as may be appointed by the International Irrigation Management Institute Support Group of whom, as far as practicable, one third shall be appointed to serve for two years, one third for three years and one third for four years;
 - (c)¹ Upon the expiration of the first term of office of a member, other than the member appointed by the Government of Sri Lanka and the Director-General, the Board may re-appoint such member or may appoint another person as a member of the Board;

¹As revised by resolution of the IIMI Board of Governors at its Sixth Meeting, June 1988.

- (d) The Board may at any time appoint any person to be an additional member of the Board, so however that the total number of members does not exceed twenty;
- (e) In making appointments under the provisions of paragraphs (c) and (d) of this Article, the Board shall ensure that
 - (i) not less than two and not more than three members shall be appointed from among persons nominated by host countries; provided that compliance with this provision shall not be mandatory if the number of host countries is less than two,
 - (ii) four members shall be appointed from among persons nominated or approved by the Consultative Group on International Agricultural Research, and
 - (iii) not less than five other members shall be appointed from among persons having professional qualifications, experience, competence or interest in irrigation engineering and operation, irrigated agriculture, management and social science, and other relevant fields;
- (f) (i)² The members appointed by the Board shall hold office for a period of three years, and shall be eligible for one successive three year term only. In the event of the number of members of the Board being increased or decreased at any time, the Board shall make an appropriate change in the term of office of any new member in order to ensure, as far as practicable, that one third of the members appointed by the Board will retire annually,
 - (ii) The member appointed by the Government of Sri Lanka shall hold office for such period as may be determined by the Government of Sri Lanka, and may be re-appointed or removed at any time by the Government of Sri Lanka. The Government of Sri Lanka may at any time appoint an alternate member in respect of the member appointed by the Government of Sri Lanka, and
 - (iii) The Director-General shall hold office as a member of the Board only so long as he holds the post of Director-General;
- (g) In the event of the vacation of office by a member appointed by the Board, by reason of death or resignation, the Board shall appoint another person to hold office for the unexpired period of the term of office of such member;
- (h) The Board shall from time to time elect one of its members, other than the Director-General, to be its Chairman, for such period as it may determine. The Chairman, or if he is not present another member elected by the Board, shall preside at every meeting of the Board. The Chairman or such other member shall not be entitled to vote, except in the case of an equality of votes;
- (i) The Board shall meet at least once in every calendar year. Meetings of the Board shall be held at the headquarters of the Institute, unless the Board shall otherwise expressly determine. The Board may establish rules of procedure by which members of the Board may vote in absentia. Such rules of procedure also may provide for action by the Board without the need to convene a meeting of the Board. All decisions of the Board, whether at a meeting or under such procedure, shall be by a simple majority, except where otherwise expressly provided by this Charter;
- (j) The Board shall have power to act notwithstanding any vacancy in its membership, and any act or proceeding of the Board shall not be, or be deemed to be, invalid by reason only of any such vacancy or any defect in the appointment of a member; and

²As revised by resolution of the IIMI Board of Governors at its Sixth Meeting, June 1988.

- (k) In this Charter "host country" means any country in which the Institute has established its headquarters and principal office, a branch office or a co-operating center.

Article 11.

- (a) All the powers of the Institute shall be vested in the Board of Governors;
- (b) The Board may delegate to the Chairman, the Director-General or **an** Executive Committee consisting of three or more members **of** the Board, such of its powers, duties and functions as it may deem necessary, and subject to such terms and conditions as it shall specify, other than the powers, duties and functions specified in Articles 8, 10, 11 (c), 11(d), **22, 23, 24** and 25;

Notwithstanding any such delegation, the Board may itself exercise, perform and discharge any such power, duty or function, and may at any time revoke any such delegation;

- (c) The Board may appoint such other standing committee or ad hoc committees as it may deem necessary for the exercise, performance and discharge of its powers, duties and functions. Such committees may include persons who are not members of the Board;
- (d) In addition to the powers, duties and functions specified in the other provisions of this Charter, the Board shall exercise, perform and discharge the following powers, duties and functions:
 - (i) the formulation of the policies of the Institute,
 - (ii) the approval of the major programs of the Institute,
 - (iii) the review and evaluation of the programs of the Institute,
 - (iv) the approval of the budget and the review of the financial condition of the Institute,
 - (v)³ the appointment, remuneration, dismissal, and disciplinary control of the Director General of the Institute,
 - (vi) the approval and review of personnel and staffing policies, including the terms and conditions of service of employees, of the Institute,
 - (vii) the raising of funds for the administration and operations of the Institute,
 - (viii) the formulation of administrative and procedural rules relating to the administration and operations of the Institute, and meetings of the Board, including the quorum thereof, and
 - (ix) the determination of the remuneration of the members of the Board: and

- (e)⁴ The Board shall exercise, perform, and discharge the appointment, remuneration, dismissal, and disciplinary control of senior staff of the Institute. The Board shall from time to time by resolution decide which Institute staff positions shall be designated as senior staff.

Article 12.

- (a) The Director-General shall be the chief executive officer of the Institute and shall be responsible to the Board for the administration of the Institute, the operation of its programs, and the implementation of decisions of the Board;
- (b) The Director-General shall exercise, perform and discharge such powers, duties and functions as may be delegated to him, in accordance with the terms and conditions specified by the Board;

³As amended by resolution of the IIMI Board of Governors at its Sixth Meeting, June 1988.

⁴As added by resolution of the IIMI Board of Governors at its Sixth Meeting, June 1988.

- (c) The Director-General shall advise and make recommendations to the Board in respect of the exercise, performance and discharge of its powers, duties and functions, except in relation to himself; and
- (d) If the Director-General vacates his office, by reason of death, resignation, dismissal or otherwise or if the Director-General is unable, by reason of illness, absence, suspension from office or any other cause, to exercise, perform and discharge the powers, duties and functions of his office, the Board shall appoint an acting Director-General to exercise, perform and discharge the powers, duties and functions of his office, pending the appointment of a new Director-General, or the resumption of office by the Director-General, as the case may be. Pending the appointment of an Acting Director-General, the person, if any, holding the post of Deputy Director-General, shall act in the office of Director-General.

Article 13. The seal of the Institute

- (a) shall be in the custody of the Chairman of the Board;
- (b) shall be of such design as shall be approved by the Board and may be altered in such manner as may be determined by the Board; and
- (c) shall not be affixed to any document except with the sanction of the Board or in accordance with such rules as may be determined by the Board.

Article 14.

- (a) The Institute, the Board and officers and staff of the Institute shall not interfere in the political affairs of the host or any country by attempting to influence legislation, participating in any political campaign on behalf of any candidate or in any other form of political activity, and shall exercise, perform and discharge their powers, duties and functions impartially, without being influenced in any way by the political character of the host country or any country or countries concerned; and
- (b) The officers and staff of the Institute, in the exercise, performance, and discharge of their powers, duties and functions, shall be responsible solely to the Institute.

Article 15.

- (a) The working language of the Institute shall be English;
- (b) The Institute shall publish an Annual Report containing an audited statement of its accounts; and
- (c) The Institute may also publish such other reports relating to its activities and programs as it may consider desirable.

Article 16.

- (a) The Institute shall have and maintain its own Fund;
- (b) There shall be paid into the Fund of the Institute:
 - (i) all such sums of money as may be provided by the Consultative Group on International Agricultural Research or the members thereof,
 - (ii) all such sums of money as may be received by the Institute in the exercise, performance and discharge of its powers, duties and functions, and
 - (iii) all such sums of money as may be received by the Institute by way of income, loans, grants, gifts or from the sale of any of its rights and assets;
- (c) There shall be paid out of the Fund of the Institute, in accordance with such rules as may be made from time to time by the Board, all such sums of money as are required to defray any expenses incurred by the Institute in the exercise, performance and discharge of its powers, duties and functions, and to meet the needs of depreciation accounting; and

(d) The funds of the Institute may be held in such currencies and in such countries, as the Board may from time to time determine.

- Article 17
- (a) The financial year of the Institute shall be the calendar year;
 - (b) The Board shall cause proper books of account to be kept of the income and expenditure, assets and liabilities, and all other transactions of the Institute;
 - (c) The accounts of the Institute shall be audited by an independent certified or chartered public accountant appointed by the Board; and
 - (d) The Board shall determine the remuneration of such auditors.

Article 18 The Institute shall present to the members of the Consultative Group on International Agricultural Research every year, for their consideration, a budget for the following year.

Article 19 No member of the Consultative Group on International Agricultural Research or of the Board of Governors shall be liable, by reason only of such membership, for the debts and obligations of the Institute.

Article 20 Whether upon the winding up of the affairs of the Institute or otherwise, no part of the assets, income, profits, or net earnings of the Institute shall enure to the benefit of any officer, employee, agent or trustee of the Institute, member of the Board of Governors or any other person, except as reasonable compensation or remuneration paid for services rendered to the Institute in relation to its objectives or activities.

Chapter V. Rights, Privileges, Immunities and Exemptions

Article 21. The Institute, its staff members and other officials shall enjoy in the territory of the headquarters host country such rights, privileges, immunities, and exemptions as are stipulated under the headquarters agreement concluded with the Government of Sri Lanka on 1st September, 1983.

Article 22. Similarly, other member countries of the Consultative Group on International Agricultural Research, both those presently listed as members as well as others which may join either as contributing or participating and co-operating members, and other host countries, may grant such rights, privileges, immunities, and exemptions as may be specified in agreements concluded between the Institute and such countries.

Chapter VI. Amendment, Interpretation and Dissolution

Article 23. This Charter may be amended only by a resolution of the Board of Governors passed by a vote of not less than three-fourths of all members, including members who respond by polling. Not less than eight weeks notice must be given prior to the amendment resolution, such notice to set out the full text of the proposed amendment. Amendments to fundamental provisions of the Charter such as IIMI's status, country of location, composition of Board members and dissolution of IIMI shall, in addition, be subject to prior consultation with the Government of Sri Lanka and with the Chairman, CGIAR.

Article 24. (a) The Board of Governors may by a resolution passed by a vote of not less than three-fourths of all the members, including those members who respond by polling, at a

meeting of which not less than eight weeks notice has been given setting out in full the text of the proposed resolution, decide to terminate the operations and activities of the Institute on the ground that the objectives of the Institute have been attained to a satisfactory degree or that the Institute is no longer able to function effectively;

- (b) Upon such a resolution being passed:
 - (i) the Institute shall forthwith cease all its activities and operations, except as necessary for or incidental to the orderly winding up of its affairs, the preservation and realization of its assets and the settlement of its obligations, and
 - (ii) the lands and buildings provided by the Government of Sri Lanka (or any other host country) as well as any permanent capital improvements thereto and all rights and interests thereto and therein shall revert to the Government of Sri Lanka, (or such other host country), subject to the occupation and use by the Institute for the period necessary for the orderly winding up of its affairs; and
- (c) In case of dissolution, the disposition of assets other than land and fixed capital improvements thereon, shall be determined by the members of the CGIAR, after receiving recommendations from the Board. The disposition of any land and permanent and fixed capital improvements thereon shall, upon dissolution, be similarly determined by the members of the CGIAR with due regard being paid to the respective provisions laid down in the headquarters agreement with the host country. Upon dissolution of IIMI, the members of the CGIAR shall, after paying or making provision for payment of all liabilities of IIMI, dispose of all of the assets of IIMI exclusively for the purposes of IIMI in such manner, or to such organization or organizations organized and operated exclusively on educational or scientific purposes as the members of CGIAR shall determine. Any such assets not disposed of shall be disposed of by the appropriate court of the jurisdiction in which the principal office of IIMI is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

Chapter VII. Miscellaneous Provisions

Article 25. The persons who were designated as the members of the first Board by the International Irrigation Management Institute Support Group at its meeting held in Paris on 24th through 27th May 1983, and who have accepted such office, shall be deemed for all purposes to be the members of the Board of Governors appointed by the International Irrigation Management Institute Support Group under the provisions of paragraph (b) of Article 10.

The terms of office of such members shall commence upon the entry into force of this Charter, and the periods of two years, three years and four years specified in the aforesaid paragraph (b) shall be reckoned from 1st January 1984.

The decisions of the first Board at its meeting held in Colombo on 20th through 23rd September 1983, and action taken in implementation thereof, are hereby ratified and confirmed.

Article 26. This Charter, the general terms of which have been reviewed and accepted by the members of the Support Group, shall enter into force upon the reestablishment and recognition of the Institute by official action of the Government of Sri Lanka.

Appendix 1

INITIAL MEMBERSHIP

INTERNATIONAL IRRIGATION MANAGEMENT INSTITUTE SUPPORT GROUP

1. Contributors in funds or in kind:

Aga Khan Foundation	Netherlands
Asian Development Bank (ADB)	Rockefeller Brothers Fund
Australia	Rockefeller Foundation
France	United Kingdom
Ford Foundation	United Nations Development Programme (UNDP)
International Development Research Centre (IDRC)	United States of America
International Fund for Agricultural Development (IFAD)	World Bank (IBRD)

2. Contributors as participating nations, either headquarters or participating units:

India — Pakistan — Philippines — Sri Lanka

3. Observers:

Food and Agriculture Organization of the United Nations (FAO)

Funds Custodian
World Bank (IBRD)

Implementing Agency
Ford Foundation

**MEMORANDUM OF AGREEMENT BETWEEN THE FORD FOUNDATION
ACTING ON BEHALF OF THE INTERNATIONAL IRRIGATION MANAGEMENT INSTITUTE
SUPPORT GROUP AND THE GOVERNMENT OF
THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA FOR
THE ESTABLISHMENT OF AN INTERNATIONAL INSTITUTE FOR
RESEARCH AND TRAINING IN IRRIGATION MANAGEMENT**

PREAMBLE

The Technical Advisory Committee (TAC) of the Consultative Group on International Agricultural Research (CGIAR), after extensive studies over several years, concluded that research and training in irrigation and water management is of the utmost importance, and could be expected to yield very high returns in increasing agricultural production efficiency, reducing the risks of and encouraging the more widespread application of yield increasing technology, and removing constraints limiting food production in the Lesser Developed Countries (LDCs). Very large investments are being made and will continue to be made over at least the next two decades in the development and rehabilitation of irrigation systems. Over 70% of the land area under irrigation is in 22 LDCs and this proportion appears likely to increase. Irrigation now receives by far the largest share of the agricultural investments made for infrastructure to increase farm production. However, the yield increases now being attained from the introduction of irrigation in new areas are disappointing and far below those which seem possible. Much of the reason appears to be a result of deficiencies in management of the systems in a variety of respects.

Irrigation has very large social significance. With good management, it can have an immense positive impact on production and human welfare — increasing output, raising income, employment and wages, and restraining tendencies toward migration to overcrowded urban centers. With inadequate management, it can have serious adverse effects, including waterlogging, increased soil salinity with destruction of the soil's production potential, and spread of water-borne and water-related diseases.

To address these issues, the TAC recommended the establishment of an International Irrigation Management Institute of a somewhat decentralized type, with a modest sized interdisciplinary core management. Such an Institute, with limited capital investment, would be devoted to operational research, coordination, information collection, documentation and exchange, joint analysis and research planning, and staff training, and would work with living irrigation systems operated by national agencies of several co-operating countries for its operating field laboratories, instead of utilizing fixed sedentary experiment stations. Although the CGIAR was not able to undertake the establishment of such an Institute under its own auspices due to its existing financial commitments to the International Agricultural Research Centers for which it had previously assumed responsibility, several CGIAR members and others concluded that the subject was of such great and over-riding importance to the welfare of the LDCs that it should be initiated without delay and that additional arrangements should be made for this purpose.

Thus the International Irrigation Management Institute Support Group, whose initial membership is listed in Section 6 of this Memorandum, was formed. This Support Group has agreed to support the creation of the Institute.

Now therefore, recognizing that research and training in irrigation and water management is of vital importance in that it would encourage, inter alia, the widespread application of yield increasing technology

resulting in the yield of high returns in agricultural production, and that the establishment of an International Irrigation Management Institute devoted to operational research, coordination, information collection, documentation and exchange, joint analysis and research planning and staff training could have an immense positive impact on agricultural production and human welfare:

Now, therefore, the parties to this Memorandum agree to work together to establish an International Irrigation Management Institute along the general lines outlined below, with a suitable legal charter and with the status, rights, powers, privileges and other conditions necessary to enable it to operate effectively and efficiently in carrying out its objectives. Specifically, the parties to this Memorandum agree as follows:

1. Name:

The name of the Institute shall be the International Irrigation Management Institute (IIMI)

2. Status:

The parties shall endeavor to ensure that IIMI has an international legal personality.

IIMI shall have under the laws of Sri Lanka the status and legal capacities of a body corporate by the aforesaid name, with power to contract, to acquire and dispose of immovable and movable property, and to institute legal proceedings in that name.

3. Location:

The principal headquarters of IIMI shall be at α near Kandy, Sri Lanka. Provided however the Board in consultation with the Government of Sri Lanka may select any other appropriate place in Sri Lanka for the purpose if it should be mutually determined that such other location would enhance the effectiveness of the Institute towards the attainment of its objectives.

The Institute may if needed establish a liaison office in Colombo and may establish or be provided access to facilities for research and training within irrigation systems in other parts of Sri Lanka. Related co-operating institutions shall be established in such other countries as may be determined to be appropriate and feasible sites. The criteria for determining such feasibility shall include the extent to which a particular country can make contributions toward attainment of the objectives of IIMI's program and the extent to which a particular country, through its association with IIMI, may improve the effectiveness of its own national program. Nations in which major cooperating units are established will normally be expected to endorse and become parties to and subscribe to an agreement embodying the principal objectives and features of this agreement. It is contemplated that other nationals may wish to participate in IIMI's network of co-operative activities in a less formal manner, with several different possible levels of involvement as described more fully in the report of the study team sponsored by CGIAR.

4. Objectives and Activities:

IIMI will serve as a world center or federation of co-operating centers having as its principal objective improvement in the management of irrigation systems. Specifically, IIMI will seek to optimize (a) the effectiveness of water use for agricultural crop production; (b) dependability and equity in distribution of irrigation benefits; (c) the protection, maintenance, and improvement of the environmental quality

aspects of irrigation systems, including the water catchment areas, the impoundment, diversion, and distribution systems; (d) the delivery of water to the land, its use by crops, and disposal of excess through drainage systems; and to minimize adverse effects of irrigation systems on human health.

IIMI will be interdisciplinary in character, and its staff shall include individuals highly competent in irrigation engineering, agriculture, the social sciences and management sciences.

IIMI, both at its principal headquarters and through its co-operating units, may engage in the following types of activities:–

- (1) Observation and description of existing irrigation systems and **all** phases of their operation;
- (2) Analysis of the efficiency and effectiveness of provision of water on a dependable and equitable basis to the crops grown on land in the irrigation system(s);
- (3) Diagnosis of deficiencies in the effectiveness of water use in such areas as design, construction and operation of the delivery systems, methods of regulation of water flow and its partition among farm users or user groups, soil and crop production constraints, water pricing and policies, economic constraints, drainage and incentives for improved management and operation;
- (4) Research aimed at developing improved methodologies for analysis and evaluation of the performance of irrigation systems and devising solutions to alleviate the diagnosed deficiencies in such systems;
- (5) Intervention in the systems aimed at relieving constraints to optimization of water use, and monitoring and analysis of the effects of such intervention;
- (6) Collection, analysis, publication and dissemination of the results of studies conducted on irrigation systems and maintenance of data bases of relevant information on the operation and performance of irrigation systems;
- (7) Organization of periodic workshops among cooperators in the program for exchange of information, evaluation of results, and planning of future work;
- (8) Organization and conduct of conferences, fora and seminars on problems related to IIMI's effectiveness;
- (9) Training of irrigation specialists and managers who are or will be involved in research, educational and action programs in the host country(ies) and in other countries in which IIMI's program may be applicable;
- (10) Assistance in the development of appropriate institutional arrangements in the cooperating countries to facilitate use and application of the work of IIMI;
- (11) Establishment and operation of an information center, library, and data base which can provide the range of information on the major and related subjects of concern to IIMI;
- (12) Response to requests which may arise for information and advice to governments and/or other bodies with respect to aspects of irrigation and its management in which IIMI may have professional competence; and
- (13) Such other activities as may be necessary to carry out its objectives.

In furtherance of these objectives IIMI shall have power to:

- (1) Acquire or obtain from any person, firm, partnership, association, corporation, joint venture, government or sub-division, agency or instrumentality thereof, or any other legal entity of any kind and nature, domestic or foreign, such charters; franchises, licenses, rights, privileges, assistance, financial or otherwise and concessions as are conducive or necessary for the attainment of the objectives of IIMI;
- (2) Receive or acquire from any person, firm, partnership, association, corporation, joint venture, government sub-division, agency or instrumentally thereof, or any other legal entity of any kind and nature, domestic or foreign, by donation, grant, exchange, devise, request, purchase or lease, either absolutely or in trust, any property, real, personal or mixed, including funds and valuable effects or things, as may be useful or necessary to carry out the purposes and objectives of IIMI and to hold, own, operate, use, sell, convey or dispose of any such property or valuable things, and to invest and reinvest the principal and income thereof, and whenever its interests require, to borrow money, obtain credit and issue evidences of indebtedness for the repayment thereof and to guarantee evidences of indebtedness or other types of securities issued by others, and to assign and grant interests in any property or assets of IIMI as security for such debts and obligations;
- (3) Provide funds and/or supplies and services as mutually agreed in support of activities and relevant programs of cooperating institutions and agencies; and
- (4) Do and perform all things necessary, expedient, suitable or proper for the furtherance or accomplishment of the purposes and the attainment of any or all of the objectives herein stated.

In carrying out its activities in Sri Lanka IIMI will have regard to the laws of Sri Lanka.

5. Administration and Governance:

IIMI shall be established in Sri Lanka, and in other locations as indicated in Section 3 of this Memorandum, as an autonomous, international, non-profit, research, education, and training organization,

IIMI shall be administered by a Director-General who shall be selected by the Governing Board (Board). The Director-General shall be responsible, to the Board, for the operation and management of IIMI and for ensuring that the programs and objectives of IIMI are properly carried out. He shall serve as an ex-officio member of the Board.

The Board shall be responsible for the development and/or approval of programs and for the policies under which IIMI operates, shall be responsible for selection and employment of the Director-General, and shall approve the appointment of the senior staff members on recommendation of the Director-General. The Board shall review and approve the budget estimates for IIMI and arrange for the regular periodic review and audit of IIMI's accounts.

The Board shall consist of not less than twelve and not more than twenty members, comprised as follows:

Three (or more) members designated by the host countries, at least one of whom shall be designated by Sri Lanka as the host country for the principal headquarters;

Three (or more) members designated by the IIMI Support Group or its successor;

Six (or more) members at large with relevant interests, qualifications, and competence keeping in mind the needs for professionally recognized international experience in irrigation engineering, irrigated agriculture, social sciences, management sciences, and irrigation operational experience;

One Director-General, ex-officio.

The IIMI Support Group shall function as the Board on an interim basis and shall be responsible for selecting the first Board. Thereafter, the Board shall be responsible for all appointments and reappointments to the Board, provided however that the groups or agencies entitled to designate Board members shall be responsible, in consultation with the Board, for selection of the successors to members of the Board previously designated by them. The Board shall elect its own Chairman.

Members of the Board other than the Director-General and those designated by the host country normally shall serve for a period of three years and may be eligible for re-election. However, in order to provide for continuity, 1/3 of such members of the first Board shall be designated to serve for **two** years, 1/3 for three years, and 1/3 for four years. Thereafter, appointments to fill vacancies occurring by reason of the death or resignation of a Board Member shall initially be for the remainder of the unexpired term, but, if the unexpired term is less than one year, the Board, in its discretion, may make an appointment for an additional three year period;

The Board may from time to time establish standing or special committees as it may deem desirable and **shall** provide for their powers and duties. Such committees may be comprised exclusively of Board members, but in the Board's discretion, individuals who are not Board members, may also serve on such committees.

6. Financing

Financial support and support in kind **will** be provided by members of the IIMI Support Group, constituted by mutual consent, as its meeting in Washington November 4 and 5, 1982. The initial members are **as** follows:

Contributors ~~in~~ funds or in kind:

Aga Khan Foundation	Netherlands
Asian Development Bank	Rockefeller Brothers Fund
Australia	Rockefeller Foundation
France	United Kingdom
Ford Foundation	United Nations Development Programme
International Development 'Research Centre	United States of America
International Fund for Agricultural Development	International Bank for Reconstruction and Development

Initial contributors as participating nations:

India
Pakistan
Philippines
Sri Lanka

Observer:

Food and Agriculture Organization of the United Nations

Other organizations and governments may join the group at any time.

Budget proposals of IIMI will be presented to and considered by the IIMI Support Group annually.

During the initial establishment period and until such time as IIMI is able to operate independently under its board and management staff, the International Bank for Reconstruction and Development will serve as custodian of a special trust fund to which members of the IIMI Support Group and others may contribute.

7. Agreements:

- a) The Government of Sri Lanka shall recognize IIMI as an autonomous, international, non-profit, research, educational and training organization with objectives and engaged in the activities set forth in this Memorandum. The international status and personality of IIMI will be ensured by its Charter, and will be recognized by the Government of Sri Lanka.

The Government of Sri Lanka agrees to provide IIMI with certain facilities and to grant it certain privileges and immunities which shall be no less favorable than those granted to the UNDP Office in Sri Lanka, including the following:

- (1) IIMI, its property, funds, assets, and officials, shall have the privileges and immunities set out in the Annexure to this Memorandum;
- (2) Assurance of authority for the Board to employ both host country nationals and non-nationals, and to establish such employment policies and conditions for the senior staff of IIMI as are deemed necessary to attract and retain highly skilled individuals, without discrimination as to nationality or origin or any consideration other than scientific and professional merit and performance;

Assurance of the authority to employ and establish terms and conditions of employment of junior scientists, technicians, and clerical, administrative, and operational support personnel. Such personnel will be drawn largely from the host country and their conditions of employment can be expected more nearly to approximate accepted norms of the host country, with such modifications as may be necessary to assure availability of well qualified staff and a high quality of performance;

However, in relation to all employees IIMI will not be bound by the specific procedures, terms and conditions of employment of the host country and settlement of disputes arising therefrom or relating thereto;

- (3) Freedom to publish and freely exchange information, materials, etc., on an international basis of the findings of its studies;
- (4) Expeditious movement into and out of the country of members of the Governing Board, representatives to IIMI of its member units and organizations, staff members, official visitors, students, and trainees, including nationals of any country as set forth in (2) above;

- (5) Unrestricted movement into or out of the country of supplies, equipment, genetic materials, or any other items necessary for IIMI's program, subject only to quarantine controls to prevent movement of pests and/or diseases. The Government of Sri Lanka shall facilitate expeditious quarantine inspection and clearance;
- (6) Freedom to choose topics for research and appropriate field locations for study which IIMI determines are important in addressing the constraints to effective water use and irrigation system management, provided however that such selections will be done in consultation with the appropriate agencies of the host country(ies) in which the research is to be conducted;
- (7) Permission to use aerial photography and landsat imagery among the tools for diagnosis and monitoring irrigation system performance, provided however that use of these techniques will be limited to the specific sites selected for intensive study in consultation with and with the agreement of the host country;
- (8) Ready access to and sharing of secondary data which may be essential for the research topics under study, provided however that such access will be on a selective basis as agreed in discussion between IIMI and the concerned national authorities;
- (9) Assistance to IIMI in identifying the irrigation projects, command areas, or other irrigation units which would be suitable for carrying out the research and field training programs and assistance in working out the detailed agreements and cooperative arrangements and understandings with the respective irrigation system and/or command area authorities concerned;
- (10) Provision of a site for IIMI headquarters in the vicinity of Kandy and necessary buildings thereon for a minimum period of **25** years, the details of which shall be agreed between the parties and shall be incorporated in a memorandum of understanding;

It is understood that IIMI may have to operate from temporary facilities leased privately for the first year or **two** pending completion of construction; and the Government of Sri Lanka will endeavor to ensure that IIMI is granted any necessary consent or permission for the use of any privately owned land and buildings for such purposes;

- (11) Provision of a site or sites within major irrigated **area(s)** in the country as base(s) for field operations, research and training, together with buildings required for office space, diagnostic laboratory, class rooms or conference rooms, shops, warehouses, guest house and dormitories for trainees and assurance of IIMI's access to these facilities for a period of at least **25** years if required;
 - (12) The Government shall facilitate the provision of public utility services and necessary communication facilities to IIMI, the Director-General and senior staff on a priority basis. In the case of IIMI, communication facilities will include telex and telephone facilities with international direct dialling facilities;
 - (13) In the event of IIMI being dissolved, its funds (being funds transferred to Sri Lanka from abroad) and the proceeds of sale of its property and assets (being property and assets imported into Sri Lanka or acquired with funds transferred to Sri Lanka from abroad) shall be freely remittable out of Sri Lanka.
- (b) The Ford Foundation, acting on behalf of the IIMI Support Group and donor members, agrees, within the limitation of funds contributed to the trust fund established at the International Bank

for Reconstruction and Development, to carry forward the Initial Stage of the Proposal for IIMI in accordance with the general principles of the Draft Proposal. When IIMI can function independently under its own Board, the Ford Foundation will endorse this Agreement to the Board of IIMI, and assign to IIMI all the rights, obligations and assets the Ford Foundation has under this Agreement and under its agreement with the International Bank for Reconstruction and Development for undertaking the Initial Stage of IIMI. The Government of Sri Lanka, by signing this Memorandum, agrees to such assignment. IIMI shall thereupon be entitled to all the rights, powers, privileges and facilities herein provided as if IIMI were a signatory to this Memorandum of Agreement.

8. Settlement of Disputes:

Any dispute between the Institute and the Government of Sri Lanka concerning the interpretation or application of this Agreement, Annexure, any supplementary agreement or memorandum or any question concerning the relations between the Institute and the Government, which it has not been possible to settle by direct negotiation between the parties, shall be referred by one party or the other to a tribunal of three arbitrators for a final decision.

The Government of Sri Lanka and the Institute shall each choose one member of the tribunal.

The two members thus chosen shall choose a third member who shall be Chairman

Should the first two members fail to agree upon the Chairman, the latter shall be chosen by the President of the International Court of Justice at the request of one of the members of the tribunal.

The tribunal shall establish its own rules of procedure.

9. Entry into force:

This Agreement shall enter into force on the date of signature

10. Termination:

The rights and obligations of the Ford Foundation under this Agreement will terminate at the time the Ford Foundation endorses its rights and obligations under this Agreement to IIMI and assigns to IIMI its rights, obligations and the assets it has received under this Agreement and under its agreement with the International Bank for Reconstruction and Development for undertaking the Initial Stage of the Proposal for IIMI.

Should it be necessary to terminate this Agreement for any reason other than an endorsement to IIMI, the disposition of rights, obligations and physical assets, other than land, accrued up to that time shall be determined by the IIMI Support Group. Disposition of any land held by IIMI shall be governed by the terms of the lease agreement for such land.

Consultation with respect to termination or the modification of this Agreement shall be entered into at the request of the Government of Sri Lanka or IIMI. Any such modification shall be the subject of a supplementary Agreement and shall be made by mutual consent.

IN WITNESS WHEREOF the undersigned, duly authorized thereto the Ford Foundation on behalf of the International Irrigation Management Institute Support Group and the Government of the Democratic Socialist Republic of Sri Lanka respectively, have signed this Agreement.

DONE in duplicate at Colombo this first day of September, **1983**, in the English Language, both texts being equally authoritative.

Lincoln C. Chen

*For the Ford Foundation on behalf
of the International Irrigation
Management Institute Support Group*

Nanda Abeywickrema

*For the Government of the
Democratic Socialist Republic
of Sri Lanka.*

Annexure

IMMUNITIES AND PRIVILEGES

PART I

IMMUNITIES AND PRIVILEGES OF THE INSTITUTE

1. The Institute, its property and assets wherever located and by whomsoever held, shall enjoy immunity from every form of legal process except insofar as in any particular case it has expressly waived its immunity. It is however understood that no waiver of immunity shall extend to any measure of execution.
2. The premises of the Institute shall be inviolable. The property and assets of the Institute, wherever located and by whomsoever held, shall be immune from search, requisition, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action.
3. The archives of the Institute, and in general all documents belonging to it or held by it, shall be inviolable wherever located.
4. Without being restricted by financial controls, regulations or moratoria of any kind:
 - (a) The Institute may hold funds or currency of any kind and operate accounts in any currency;
 - (b) The Institute shall be free to transfer its funds or currency from Sri Lanka to any other country, and vice versa, or within Sri Lanka, and to convert any currency held by it into any other currency; provided that the transfer and conversion of funds or currency acquired in Sri Lanka, or Sri Lanka rupee funds or currency, may be subject to such restrictions as are prescribed by law.
5. The Institute, its assets, income and other properties shall be:
 - (a) Exempt from all direct taxes; it is understood however that the Institute will not claim exemptions from rates and taxes which are charges for public utility services;
 - (b) Exempt from customs duties and taxes, and prohibitions and restrictions, on imports and exports in respect of articles imported or exported by the Institute for its official use. It is understood, however, that articles imported under such exemptions shall be re-exported and shall not be sold within Sri Lanka, except with the prior permission of the Government of Sri Lanka. If sold within Sri Lanka, such articles will be liable to normal duties and taxes;
 - (c) Exempt from customs duties and taxes, and prohibitions and restrictions, on imports and exports in respect of its publications.
6. The Institute shall enjoy for its official communications treatment not less favorable than that accorded by the Government of Sri Lanka to the United Nations, in the matter of priorities, rates and taxes on mails, cables, telegrams, radiograms, telephotos, telephone and other communications; and press rates for information to the press, radio and television. No censorship shall be applied to the official correspondence and other official communications of the Institute.

7. The Institute **shall** have the right to use codes and to despatch and receive its correspondence by courier or in bags, which shall have the same immunities and privileges as are extended to the UNDP Office in Sri Lanka.
8. Such other privileges and immunities as are extended to the UNDP Office, and its property, funds and assets, in Sri Lanka.

P A R T II

IMMUNITIES AND PRIVILEGES OF THE DIRECTOR-GENERAL OF THE INSTITUTE

The Director-General of the Institute shall have the same status and privileges as are accorded to the head of a diplomatic mission, and the same immunities as are accorded to the Resident Representative of the United Nations.

P A R T III

IMMUNITIES AND PRIVILEGES OF THE OFFICIALS OF THE INSTITUTE

This part will apply to staff members of the Institute. Experts performing missions for the Institute shall be accorded such privileges and immunities under this Part, as are necessary for the independent exercise of their functions, during the period of their mission.

Clauses 3 to 5 will not apply to Citizens and Permanent Residents of Sri Lanka

1. Immunity from every form of legal process in respect of words spoken or written and acts performed by them in their official capacity.
2. Exemptions from taxation on the salaries and emoluments paid to them by the Institute.
3. Exemptions in respect of themselves, their spouses and dependent relatives, from immigration restrictions, alien registration and national service obligations.
4. The same privileges in respect of exchange facilities as are accorded to the officials of comparable rank forming part of the UNDP Office in Sri Lanka.
5. The right to be given, together with their spouses and dependent relatives, the same repatriation facilities in times of international crisis as members of the staff of the UNDP Office in Sri Lanka.
6. Such other privileges and immunities as are extended to officers of comparable rank in the UNDP Office of Sri Lanka.

The Director-General shall from time to time make known to the Government of Sri Lanka the names of the persons to whom this Part will apply.

PART IV

WAIVER OF PRIVILEGES AND IMMUNITIES

Privileges and immunities shall be accorded to the Director-General and officials of the Institute and experts performing missions for the Institute, not for the personal benefit of the individuals themselves, but in the interests of the Institute. Consequently the Governing Body of the Institute, or the Director-General, shall have the right and the duty to waive the immunity of the Director-General, or any such officials, or experts respectively, in any case where the immunity would impede the course of justice, and it can be waived without prejudice to the interests of the Institute.

PART V

PRIVILEGES AND IMMUNITIES IN RESPECT OF CUSTOMS AND IMPORT DUTIES AND TAXES

This Part will apply only to expatriate officials of the Institute, and to citizens and permanent residents of Sri Lanka provided they have been internationally recruited, who take up residence in Sri Lanka for the purpose of their functions and duties for a period of six months or over.

The persons to whom this Part applies shall have the right to import, free of duties and taxes, and without providing security:

1. Within six months of first taking up their post in Sri Lanka, one motor vehicle, and limited quantities of furniture and household articles for the personal use of themselves and the members of their family accompanying them on the same basis as that accorded to persons of comparable rank in **the UNDP Office of Sri Lanka**.

Such articles may include:

- (a) For each household, one motor vehicle, one refrigerator, one deep-freezer, one cooker, one washing machine, one dishwasher, one radio, one record player, one tape recorder, one television set, one video recorder and minor electrical appliances, and
- (b) For each person, one air conditioner, one set of photographic equipment and cine equipment and one radio cum cassette recorder;

Such motor vehicle so imported shall normally be re-exported and shall not be sold within Sri Lanka except with the prior permission of the Government of Sri Lanka. If sold within Sri Lanka, the articles referred to in this paragraph shall be subject to the payment of normal duties and taxes.

2. Foodstuffs, liquor, cigarettes and other consumable articles of daily use, for personal use, to the value of Rs.6,000/- per quarter FOB, if married and accompanied by family, and Rs.3,900/- per quarter FOB, if unmarried, or married but not accompanied by family.
3. Requests for replacements and additional imports of limited quantities of household effects for personal or family use will be given due consideration by the relevant Sri Lanka authorities, when appropriate and on a case by case basis.

**Parliament of the
Democratic Socialist Republic of Sri Lanka**

International Irrigation Management Institute

ACT NO. 6 OF 1985

[Certified on 9th January, 1985]

Printed on the Orders of Government

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Republic of Sri Lanka of January 11, 1985.

INTERNATIONAL IRRIGATION MANAGEMENT INSTITUTE

Act, No.6 of 1985

[Certified on 9th January, 1985]

L.D.-O. 19/84.

AN ACT TO ESTABLISH THE INTERNATIONAL IRRIGATION MANAGEMENT INSTITUTE AND FOR MATTERS CONNECTED THEREWITH OR INCIDENTAL THERETO.

WHEREAS the Government of Sri Lanka and the Ford Foundation acting on behalf of the International Irrigation Management Institute Support Group entered into an agreement for the establishment of the International Irrigation Management Institute:

AND WHEREAS it is necessary and expedient to make legislative provisions to enable such Institute to effectively operate within Sri Lanka in accordance with the Charter of the Institute which has been ratified by the Government of Sri Lanka:

BE it therefore enacted by the Parliament of the Democratic Socialist Republic of Sri Lanka as follows:—

1. This Act may be cited as the International Irrigation Management Institute Act, No 6 of 1985, and shall come into operation on such date as may be appointed by the Minister in charge of the subject of Lands and Land Development by Order published in the Gazette.

PART I

ESTABLISHMENT OF THE INTERNATIONAL IRRIGATION MANAGEMENT INSTITUTE

2. There shall be established in accordance with the provisions of this Act an Institute which shall be called the "International Irrigation Management Institute" (hereinafter referred to as the "Institute") which shall operate as an autonomous organization, international in character.
3. The Institute shall, by the name assigned to it by Section 2, be a body corporate having perpetual succession, and a common seal and may sue and be sued in its corporate name.
4. (i) The headquarters and the principal office of the Institute shall be at Digana in Sri Lanka or at such other place in Sri Lanka as may be mutually agreed upon by the Government and the Institute.
(ii) The Institute may, with the concurrence of the Government establish such other offices, agencies and field operation stations at such places in Sri Lanka, as it may from time to time consider necessary.
(iii) The Institute may establish branch offices, agencies, co-operative centers and field operation stations in such other countries as it may from time to time determine, having regard to the extent

to which such offices, agencies, centers or stations would contribute to the attainment of the objectives of the Institute.

5. The objectives for which the Institute is established shall primarily be directed towards the improvement of the management and performance of irrigation systems and in particular to develop methods, devices, procedures, practices and operational approaches to:–
 - (a) optimize the effectiveness of water use for agricultural production;
 - (b) ensure dependability and equity in the distribution of the benefits of irrigation;
 - (c) evaluate and improve the management and performance of irrigation systems;
 - (d) protect, maintain and improve the quality of irrigation soil and the environment in areas affected by irrigation systems, as well as the health, and the general welfare and quality of life in rural agricultural communities; and
 - (e) improve the reliability of water supply, thus reducing the risks to investments in yield-increasing inputs and to share and disseminate information thereon among potential user groups, organizations and other bodies and persons concerned with irrigation.

6. The Institute shall perform and discharge **all** or any of the following duties and functions as may reasonably be considered necessary to carry out its objectives:–
 - (a) the study and evaluation of irrigation systems and all phases of their operation and management including design, construction, operation, regulation of water flow and distribution, water pricing and policies, and effects on the soil, the environment, and the health and general welfare of the people concerned;
 - (b) the development of improved methods of study, analysis and evaluation of the management and performance of irrigation systems, including their efficiency, dependability and equity of distribution;
 - (c) the diagnosis and correction of the deficiencies in irrigation systems and in the effectiveness of water use, including the relieving of constraints to the optimization of water use and the provision of incentives for improved management and operation;
 - (d) devising interventions in irrigation systems for the purpose of remedying deficiencies therein or of relieving constraints to the optimization of water use, and the monitoring and evaluation of the effects of such interventions;
 - (e) the study, analysis and evaluation of the effects of such interventions on the soil, the environment and the health and general welfare of the people concerned;
 - (f) the collection, analysis, publication and dissemination of the results of such studies and activities;
 - (g) the maintenance of a data **bank** relating to the studies and activities of the Institute, and establishment and operation of an information center, library and data bank providing information regarding irrigation systems generally and all other matters relevant to the objectives and activities of the Institute;

- (h) the training of persons who are or will be engaged in any aspect of the study, evaluation, analysis, design, construction, development or operation of irrigation systems, or in any research, education, information or action program relating thereto;
 - (i) the organization and conduct of conferences, seminars, fora, consultations, workshops and meetings of persons engaged in work connected with or relevant to the objectives and activities of the Institute, for the planning and evaluation of the activities of the Institute and for the exchange of information relevant to the work of the Institute;
 - (j) the strengthening, modification or improvement of institutional or other arrangements for the optimum utilization and application of the work of the Institute by countries, organizations, co-operating centers, and other institutions and bodies, and the provision of information and advice by the Institute to countries, organizations, co-operating centers, and other institutions and bodies; and
 - (k) such other activities as the Institute may consider necessary or useful for or conducive to the attainment of its objectives.
7. The Institute shall have all such powers as may be necessary for the attainment of its objectives, and in particular may:
- (a) acquire, obtain or receive from any government, international organization, or any agency, instrumentality or political sub-division thereof, or from any person, body of persons, corporation or other legal entity (whether by way of grant, gift, purchase, exchange, lease, devise, bequest or otherwise and whether absolutely or in trust) such charters, franchises, licenses, privileges, concessions, assistance, funds, and such property, immovable or movable or rights therein, and such other rights and assets as may be necessary or useful for or conducive to the attainment of the objectives of the Institute;
 - (b) acquire, hold, own, use, operate, lease or otherwise dispose of both immovable and movable property, funds, rights and assets of the Institute;
 - (c) invest the funds of the Institute, operate bank accounts, borrow money, obtain credit, issue evidences of indebtedness, and mortgage, pledge or grant rights in any property, rights or assets of the Institute as security for the debts and obligations of the Institute;
 - (d) construct, purchase, install and obtain all such buildings, structures, plant, machinery, equipment and facilities as may be necessary or useful for or conducive to the attainment of the objectives of the Institute;
 - (e) appoint, employ, remunerate, dismiss and exercise disciplinary control over such officers, consultants, servants and agents as may be necessary or useful for or conducive to the attainment of the objectives of the Institute;
 - (f) enter into, perform and carry out either directly or through an officer or agent authorized in that behalf by the Institute, all such contracts and agreements as may be necessary or useful for or conducive to the attainment of the objectives of the Institute;
 - (g) provide funds, supplies and services in support of the activities and programs of the institutions, agencies and centers co-operating with the Institute;

- (h) establish and develop relationships and arrangements for collaboration and cooperation with organizations, institutions and agencies both in host countries and elsewhere, for purposes necessary or useful for or conducive to the attainment of the objectives of the Institute; and
- (i) do and perform all such other acts and things as are useful for or incidental or conducive to the attainment of the objectives of the Institute.

PART II

ORGANIZATION AND MANAGEMENT OF THE INSTITUTE

- 8. The Institute shall have a Board of Governors (hereinafter referred to as "the Board") consisting of not less than twelve and not more than twenty members of whom:–
 - (a) at least one shall be appointed by the Government of Sri Lanka who shall be a person having professional qualifications, experience or interest in irrigation engineering, irrigation agriculture and management science; and
 - (b) one shall be the person for the time being holding office as the Director-General of the Institute who shall be an ex-officio member.
- 9. The First Board of Governors (hereinafter referred to as the "First Board") shall consist of:–
 - (a) one member appointed by the Government of Sri Lanka;
 - (b) the Director-General of the Institute appointed under Section 22, who shall be ex-officio member; and
 - (c) such other members as may be appointed by the International Irrigation Management Institute Support Group, of whom:–
 - (i) one third shall be appointed to hold office for a period of two years;
 - (ii) one third shall be appointed to hold office for a period of three years; and
 - (iii) one third shall be appointed to hold office for a period of four years.
- 10. Upon the expiration of the terms of office of any member appointed by the International Irrigation Management Institute support Group, the Board may, subject to Section 12 re-appoint such member or may appoint another person as a member of the Board.
- 11. The Board may at any time, subject to Section 12 appoint any person to be an additional member of the Board:–

Provided, that the total number of the members shall not at any time exceed the maximum number specified under Section 8.

12. The Board shall, in appointing members of the Board under Sections 10 and 11 ensure that:-
- (i) not less than two and not more than three members are appointed from among persons nominated by host countries;
 - (ii) four members among persons nominated or approved by two thirds of the members of the International Irrigation Management Institute Support Group; and
 - (iii) not less than five members appointed from among persons having professional qualifications, experience or interest in irrigation engineering and operation, irrigated agriculture, management and social science and other relevant fields.
13. Any member appointed by the Board may at any time resign his office by letter addressed to the Board
14. (1) Every member appointed by the Board unless he vacates office by death or resignation shall hold office for a term of three years, and shall be eligible for reappointment. In the event of the number of members of the Board being increased or decreased at any time, the Board shall make an appropriate change in the term of office of any new member in order to ensure, as far as practicable, that one third of the members appointed by the Board will retire annually.
- (2) The member appointed by the Government of Sri Lanka shall hold office for such period as may be determined by the Government of Sri Lanka, and may be re-appointed or removed at any time by the Government of Sri Lanka.
- (3) The Director-General shall hold office as a member of the Board only so long as he holds the post of Director-General.
15. The Government of Sri Lanka may at any time appoint an alternate member in respect of the member appointed by the Government of Sri Lanka.
16. In the event of the vacation of office by a member appointed by the Board, by reason of death or resignation, the Board shall appoint another person to hold office for the unexpired period of the term of office of such member. Pending such appointment, the alternate member, if any of such member, shall function as a member of the Board.
17. (1) The Board shall from time to time elect one of its members, other than the Director-General, to be its Chairman, for such period as it may determine.
- (2) The Chairman, or if he is not present another member elected by the Board, shall preside at every meeting of the Board.
- (3) The Chairman, or such other member shall not be entitled to vote, except in the case of an equality of votes.
18. (1) The Board shall meet at least once in every calendar year.
- (2) The meetings of the Board shall be held at the headquarters of the Institute, unless the Board shall otherwise expressly determine.

- (3) Subject to the provisions of this Act all decisions of the Board, whether at a meeting or under the procedure, determined by rules made by the Board shall be by a simple majority.
19. The Board shall have power to act notwithstanding any vacancy in its membership and any act or proceeding of the Board shall not be, or deemed to be, invalid by reason only of any such vacancy or any defect in the appointment of a member.
20. All the powers, duties and functions of the Institute shall be vested in the Board.
21. The Board may delegate to the Chairman, the Director-General or the committees referred to in Section 24 such of its powers, duties and functions as it may deem necessary, and subject to such terms and conditions as it shall specify, other than the powers, duties and functions specified in Sections 10 and 22. Notwithstanding any such delegation, the Board may itself exercise, perform and discharge any such power, duty or function, and may at any time revoke any such delegation.
22. In addition to the powers, duties and functions vested in the Board under Section 20 of this Act, the Board shall exercise, perform and discharge the following powers, duties and functions:—
- (i) the formulation of the policies of the Institute;
 - (ii) the approval of the major programs of the Institute;
 - (iii) the review and evaluation of the progress of the Institute;
 - (iv) the approval of the budget and the review of the financial condition of the Institute;
 - (v) the appointment, remuneration, dismissal and disciplinary control of the Director-General and the senior staff and consultants of the Institute;
 - (vi) the approval and review of personnel and staffing policies, including the terms and conditions of service of employees, of the Institute;
 - (vii) the raising of funds for the administration and operations of the Institute;
 - (viii) the formulation of administrative and procedural rules relating to the administration and operations of the Institute, and meetings of the Board including the quorum thereof; and
 - (ix) the determination of the remuneration of the members of the Board
- 23 (1) The Director-General appointed by the Board shall be the chief executive officer of the Institute, and shall be responsible to the Board for the administration of the Institute, the operation of its programs and the implementation of decisions of the Board.
- (2) The Director-General shall exercise, perform and discharge such powers, duties and functions as may be delegated to him, in accordance with the terms and conditions specified by the Board.
- (3) The Director-General shall advise and make recommendations to the Board in respect of the exercise, performance and discharge of its powers, duties and functions, except in relating to himself.

- (4) If the Director-General vacates his office, by reason of death, resignation, dismissal or otherwise or if the Director-General is unable, by reason of illness, absence, suspension from office or any other cause, to exercise, perform and discharge the powers, duties and functions of his office, the Board shall appoint an Acting Director-General to exercise, perform and discharge the powers, duties and functions of his office, pending the appointment of a new Director-General, or the resumption of office by the Director-General, as the case may be. Pending the appointment of an Acting Director-General, the person, if any, holding the post of Deputy Director-General, shall act in the office of Director-General.
24. The Board may appoint such other standing committees or ad hoc committees as it may deem necessary for the exercise, performance and discharge of the powers, duties and functions. Such committees may include persons who are not members of the Board.
25. The seal of the Institute:-
- (a) shall be in the custody of the Chairman of the Board;
 - (b) shall be of such design as shall be approved by the Board and may be altered in such manner as may be determined by the Board; and
 - (c) shall not be affixed to any document except with the sanction of the Board or in accordance with such rules as may be determined by the Board.
26. (1) The Institute, the Board and officers and staff of the Institute shall not interfere in the political affairs of the host or any country by attempting to influence legislation, participating in any political campaign on behalf of any candidate or in any other form of political activity, and shall exercise, perform and discharge their powers, duties and functions impartially, without being influenced in any way by the political character of the host country or countries concerned.
- (2) The officers and staff of the Institute, in the exercise, performance, and discharge of their powers, duties and functions, shall be responsible solely to the Institute.

PART III

FINANCE

27. (1) The Institute shall have and maintain its own Fund
- (2) There shall be paid into the fund of the Institute:-
- (i) all such sums of money as may be provided by the Consultative Group on International Agricultural Research or the members thereof;
 - (ii) all such sums of money as may be received by the Institute in the exercise, performance and discharge of its powers, duties and functions; and
 - (iii) all such sums of money as may be received by the Institute by way of income, loans, grants, gifts or from the sale of any of its rights and assets.

- (3) There shall be paid out of the Fund of the Institute, in accordance with such rules as may be made from time to time by the Board, all such sums of money as are required to defray any expenses incurred by the Institute in the exercise, performance, and discharge of its powers, duties and functions.
- (4) The funds of the Institute may be held in such currencies and in such countries, as the Board may from time to time determine.
28. The financial year of the Institute shall be the calendar year.
29. (1) The Board shall cause proper books of accounts to be kept of the income and expenditure, assets and liabilities, and all other transactions of the Institute.
- (2) The accounts of the Institute shall be audited by an independent certified or chartered public accountant appointed by the Board.
- (3) The Board shall determine the remuneration of such auditors
30. (1) The Institute shall publish an annual report containing an audited statement of its accounts.
- (2) The Institute may also publish such other reports relating to its activities and programs as it may consider 'desirable'.
31. The Institute shall present to the members of the Consultative Group on International Agricultural Research every year, for their consideration, a budget for the following year.
32. The Government may provide for the use of the Institute such land, buildings and other facilities as may be deemed necessary.
33. The Government shall take all such steps as are necessary to ensure that:-
- (a) the Institute;
- (b) the Director-General, consultants and officers and servants of the Institute;
- are accorded subject to the provisions of the Constitution all such rights, privileges and immunities as the Government has agreed to, accord to such Institute, the Director-General, consultants and officers and servants of the Institute, by the Memorandum of Agreement between the Government of the Democratic Socialist Republic of Sri Lanka and the Ford Foundation, acting on behalf of the International Irrigation Management Institute Support Group, for the establishment of an International Institute for Research and Training in Irrigation Management signed on 1st September, 1983.
34. No member of the Consultative Group on International Agricultural Research or of the Board shall be liable, by reason only of such membership, for the debts and obligations of the Institute.
35. (1) (a) The Board of Governors may by a resolution passed by a vote of not less than three-fourths of the whole number of members, including those not present, at a meeting of which not less than eight weeks notice has been given setting out in full the text of the proposed

resolution, decide to terminate the operations and activities of the Institute on the ground that the objectives of the Institute have been attained to a satisfactory degree or that the Institute is no longer able to function effectively.

(b) Upon such a resolution being passed:—

(i) the Institute shall forthwith cease **all** its activities and operations, except as necessary for or incidental to the orderly winding up of its affairs, the preservation and realization of assets and the settlement of its obligations, and

(ii) the lands and buildings provided by the Government of Sri Lanka (or any other host country) **as** well as any permanent capital improvements thereto and all rights and interests thereto and therein shall revert to the Government of Sri Lanka, (or such other host country), subject to the occupation and use by the Institute for the period necessary for the orderly winding up of its affairs.

(c) In case of dissolution, the disposition of assets other than land and fixed capital improvements thereon, shall be determined by the members of the CGIAR, after receiving recommendations from the Board. The disposition of any land and permanent fixed capital improvements thereon shall, upon dissolution, be similarly determined by the members of the CGIAR with due regard being paid to the respective provisions laid down in the headquarters agreement with the host country. Upon dissolution of IIMI, the members of the CGIAR shall, after paying or making provision for payment of all liabilities of IIMI, dispose of all of the assets of IIMI exclusively for the purposes of IIMI in such manner, or to such organization or organizations organized and operated exclusively for educational or scientific purposes as the members of CGIAR shall determine. Any such assets not disposed of shall be disposed of by the appropriate court of the jurisdiction in which the principal office of IIMI is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

(2) Whether upon the winding up of the affairs of the Institute or otherwise, no part of the assets, income, profits or net earnings of the Institute shall ensure to the benefit of any officer, employee, agent or trustee of the Institute, members of the Board or any other person, except as reasonable compensation or remuneration paid for services rendered to the Institute in relation to its objectives or activities.

36. In this Act, unless the context otherwise requires, "charitable purposes" means beneficial to mankind, connected with the advancement of education or knowledge, or the relief of poverty;

"host country" means Sri Lanka and, any other country in which the Institute has established its headquarters and principal office, a branch or a co-operating center, and

"International Irrigation Management Institute Support Group" means the International Irrigation Management Institute Support Group established by aid of the countries and organizations specified in the Schedule hereto, which met in Paris on 24th May to 27th May, 1983.

SCHEDULE

(Section 36)

Initial Membership (Provisional)

INTERNATIONAL IRRIGATION MANAGEMENT INSTITUTE SUPPORT GROUP

1. Contributors in funds or in kind:

Aga Khan Foundation	Netherlands
Asian Development Bank	Rockefeller Brothers Fund
Australia	Rockefeller Foundation
France	United Kingdom
Ford Foundation	United Nations Development Programme (UNDP)
International Development Research Centre (IDRC)	United States of America
International Fund for Agricultural Development (IFAD)	World Bank (IBRD)

2. Contributors as participating nations, either headquarters or participating units:

India — Pakistan — Philippines — Sri Lanka.

3. Observers:

Food and Agriculture Organization of the United Nations (FAO)

Funds Custodian
The World Bank.

Implementing Agency
The Ford Foundation.