SPECIAL AGREEMENT TO EXTEND THE COMPETENCE OF THE ADMINISTRATIVE TRIBUNAL OF THE ORGANIZATION OF AMERICAN STATES TO THE INTER-AMERICAN INSTITUTE OF AGRICULTURE SCIENCES (IICA)

WHEREAS:

The Inter American Institute of Agricultural Sciences (IICA) is an Inter-American Specialized Organization of the Organization of American States (OAS) in accordance with the provisions of Articles 130 and 131 of the Charter of the OAS, and of Article I of Resolution AG/S7 [II-O/7Z] adopted by the General Assembly of the OAS at its second regular session;

Article II, paragraph 4 of the Statute of the Administrative Tribunal of the Organization of American States provides, among other things, that “the competence of the Tribunal may be extended to any Inter-American specialized organization of the Organization of American States as defined in the Charter of the Organization as well as to any interested American intergovernmental organization, in accordance with the terms established by a special agreement to be concluded to the effect by the Secretary General with each such specialized organization or interested American intergovernmental organization. Each special agreement shall provide that the specialized organization or interested organization shall be bound by the judgments of the Tribunal and shall include, among others, provisions concerning participation by the organization in the administrative arrangements necessary for the functioning of the Tribunal and its sharing of the expenses of the Tribunal”;

The Director General of IICA addressed the Secretary General of the OAS for the purpose of concluding an agreement to extend the competence of the Administrative Tribunal of the OAS to those cases in
which members of the international professional staff of IICA wish to petition the aforementioned Administrative Tribunal, expressly abiding by the provisions contained in its Statutes and Rules of Procedure,

NOW THEREFORE:

The Secretary General of the Organization of American States and the Director General of the Inter-American Institute of Agricultural Sciences have agreed to sign the following:

SPECIAL AGREEMENT

Article 1. The Administrative Tribunal of the Organization of American States, in accordance with the applicable provisions of its Statute and Rules of Procedure, shall be competent to hear and judge those complaints in which members of the international professional staff of the Inter-American Institute of Agricultural Sciences (IICA) allege nonobservance of the conditions established in their respective appointments or contracts or violation of the General Standards to govern the operations of IICA, the Regulations of the Institute, or other applicable provisions, including those concerning the Staff Retirement and Pension Plan of the General Secretariat.

Article 2. The Tribunal shall be open to:

a) Any member of the international professional staff of IICA, even after his employment or duties have ceased, and to any person who has succeeded to the staff member's rights upon his death.

b) Any other person who can show that he is entitled to rights derived from a contract of employment or an appointment or from a provision of the Regulations of the Institute or of other provisions upon which the member of the international
professional staff of IICA could have relied.

Article 3. Any dispute as to the competence of the Tribunal shall be settled by the decision of the Tribunal.

The Tribunal shall not be competent to hear a petition filed by a member of the international professional staff of IICA where the actions involved occurred prior to the date of the entry into force of this Special Agreement.

Article 4. The Tribunal shall admit a complaint only:

a) When the person concerned has exhausted the procedures provided in the Regulations of IICA or in other applicable provisions in force and the Director General of the Institute has made the corresponding final decision;

b) When the procedures referred to in the preceding paragraph have not been exhausted, but the interested party and the Director General of the Institute agree that the case should be presented to the Tribunal; and

c) When the Director General of the Institute fails to make a final decision within thirty days following the date on which the procedures provided for in paragraph (a) of this article have been completed.

Article 5. For the complaint to be admissible, the person concerned must file it within one hundred twenty days after the date on which he was notified of the final decision of the Director General that is being contested.

However, in exceptional cases and for reasons that should be
explained in the judgment, the Tribunal may admit a petition even if it is presented after the period of one hundred twenty days, but never later than six months after notification of the final decision of the Director General.

**Article 6.** The filing of a complaint shall not have the effect of suspending implementation of the decision contested.

**Article 7.** The provisions of the Statute and the Rules of Procedure of the Administrative Tribunal shall apply, mutatis mutandis, to all situations not specifically contemplated in this Special Agreement.

**Article 8.** IIGA shall comply with the judgments of the Tribunal and shall be responsible for paying any indemnity awarded by the Tribunal to any employee of the Institute.

**Article 9.** The Inter-American Institute of Agricultural Sciences shall contribute toward meeting the expenses required for the operation of the Tribunal, in an amount equivalent to fifty percent (50%) of the annual salary of a Secretary in the G-5 level. This sum shall be paid by IICA to the General Secretariat on a yearly basis in advance, and shall be subject to the pertinent adjustments.

**Article 10.** The Institute undertakes to send to the Secretariat of the Administrative Tribunal of the OAS certified copies of its regulations and other applicable provisions, and of any amendments that may be made to these, within the shortest possible time.

**Article 11.** The General Secretariat shall not be responsible for defending those cases that may be filed with the Tribunal against the Institute by virtue of the provisions of this Special Agreement.
Article 12. This Special Agreement shall remain in force indefinitely.

Article 13. This Special Agreement may be amended at any time, whole or in part, by common agreement of the parties, upon a request made by one party to the other, in detail, in writing.

Article 14. Either of the parties may terminate this Special Agreement upon written notification to the other at least one year in advance. The obligations of the parties shall cease on the date on which IICA fully complies with the provisions of Article 8 of this Special Agreement in respect of the last matter relating to the Institute that has been presented to the Administrative Tribunal of the OAS and on which it has made a judgment by virtue of the provisions of this Special Agreement.

Article 15. This Special Agreement shall enter into force on the date on which it is signed.

IN WITNESS WHEREOF the representatives of the contracting parties duly authorized to do so, sign this Special Agreement in duplicate in the city of Washington, D.C., this eighteenth day of February of the year one thousand nine hundred seventy-six.

FOR IICA

José Emilio G. Araujo
Director General of the Inter-American Institute of Agricultural Sciences

FOR the GENERAL SECRETARIAT

Alejandro Orfila,
Secretary General of the Organization of American States