



# Effective ICRAF Charter



World Agroforestry Centre,  
United Nations Avenue, Gigiri,  
P.O Box 30677-00100 Nairobi, Kenya  
Phone: + (254) 20 7224000, Fax: + (254) 20 7224001  
Via USA phone: (1-650) 833-6645, Fax: (1-650) 833-6646  
Email: [worldagroforestry.cgiar.org](mailto:worldagroforestry.cgiar.org)  
[www.worldagroforestry.org](http://www.worldagroforestry.org)

---

# THE INTERNATIONAL CENTRE FOR RESEARCH IN AGROFORESTRY (ICRAF)

WHEREAS “agroforestry” is:

- The inclusion of trees in farming systems and their management in rural landscapes to enhance productivity, profitability, diversity and ecosystem sustainability.
- A dynamic, ecologically-based, natural resource management system that, through integration of trees on farms and in the agricultural landscape, diversifies and sustains production and builds social institutions.

WHEREAS a consortium of countries, donor agencies, and others directly interested (herein referred to as the Group) has organized to increase the social, economic and nutritional wellbeing of peoples of developing countries through the promotion of agroforestry systems to achieve better land use in developing countries without detriment to their environments, to encourage and support research and training relevant to agroforestry systems, to facilitate the collection and dissemination of information relevant to such systems and to assist in the international coordination of agroforestry development.

WHEREAS the group has proposed the establishment of International Centre for Research in Agroforestry (herein referred to as the Centre) to carry out these objectives.

AND WHEREAS the members of the Group have requested the government of the Cooperative Republic of Guyana, the government of the Republic of Senegal, the government of Canada and the Executing Agency to sign the Charter on their behalf.

NOW THEREFORE the government of the Cooperative Republic of Guyana, the government of the Republic of Senegal, the government of Canada and the Executing Agency, on behalf of the members of the Group, agreed that the Charter of the Centre shall be as follows:

---

*Amended at the 4<sup>th</sup> Board Meeting in Amsterdam.  
(Removed Authority of the Executing Agency)*

## ARTICLE I – ESTABLISHMENT AND NAME

There is hereby established an International Centre called the International Centre for Research in Agroforestry.

---

*Amended by the 21<sup>st</sup> Board Meeting on 25th March 1992.*

## ARTICLE II - LOCATION

1. Subject to the conclusion of a necessary protocol, the headquarters of the Centre shall be in Kenya.
2. The Centre may establish operational units wherever it deems necessary.

## ARTICLE III – LEGAL STATUS

1. The Centre is an autonomous, non-profit, international organization consisting of a Board of Trustees appointed pursuant to Article VIII (2).

2. The Centre shall possess full juridical personality.
3. The signatories to this Charter and the members of the Group shall not be responsible, individually or collectively, for any debts, liabilities or other obligations of the Centre.
4. The Centre, its personnel, their families and dependents shall enjoy such privileges and immunities as are detailed in the Host Country Agreement signed in 1996 between the Government of Kenya and ICRAF.

## ARTICLE IV – VISION/MISSION

The Centre's **vision** is a rural transformation in the developing world as smallholder households strategically increase their use of trees in agricultural landscapes to improve their food security, nutrition, income, health, shelter, social cohesion, energy resources and environmental sustainability.

The Centre's **mission** is to generate science-based knowledge about the diverse roles that trees play in agricultural landscapes, and to use its research to advance policies and practices, and their implementation, that benefit the poor and the environment.

The objectives of the Centre are to increase the social, economic and nutritional well-being of peoples of developing countries through the promotion of agroforestry systems to achieve better land use in developing countries without detriment to their environments, to encourage and support research and training relevant to agroforestry systems, facilitate the collection and dissemination of information relevant to such systems and to assist in the international coordination of agroforestry development, and, specifically:

- a. To identify aspects of agroforestry systems generally, and tree components in particular, about which there is a lack of knowledge, and to support research thereon;
- b. To support or stimulate research to identify or improve species of trees and other forest flora and fauna that are underused;
- c. To assist in the coordination of agroforestry research in various ecological regions;
- d. To facilitate the extension and implementation of the results of research in agroforestry; and
- e. To encourage and support training in appropriate disciplines with the aim of developing the research capabilities of national institutions engaged in agroforestry research.

## ARTICLE V – ACTIVITIES

The Centre shall undertake all such activities as are conducive to the furtherance of its mission/vision and, without limiting the generality of the foregoing. Such activities may include:

- a. The collection, evaluation, cataloguing and dissemination of information relevant to agroforestry, with particular emphasis for use by field personnel;
- b. The stimulation of research relevant to agroforestry by governments, and by

national and international, public and private organizations and agencies, by universities and by individuals, and the fostering of cooperation in research relevant to agroforestry systems;

- c. The sponsoring of research relevant to agroforestry systems, on important species of trees and other crops relevant to such systems, and on the harvesting, processing and marketing of agroforestry products;
- d. The participation in the management and financing of pilot and experimental projects on agroforestry;
- e. The conducting of seminars and convening of working groups on agroforestry;
- f. The promotion of the teaching of the principles of agroforestry in educational systems, including the teaching of tree sciences;
- g. The promotion of the orientation of forestry and agricultural teaching towards better land use; and
- h. The demonstration, publication and dissemination of research results and other information on agroforestry.

## ARTICLE VI – POWERS

The Centre, in furtherance of its objects may exercise any or all of the following powers, namely, the power:

- a. To support or assist research relevant to agroforestry by governments, by national and international, public and private organizations and agencies, by universities, and by individuals.
- b. To establish, maintain and operate information and other data centres for activities relevant to its objects.
- c. To sponsor or support working groups, conferences, seminars and other meetings.
- d. To enter into contracts or agreements, with governments, with national and international, public and private organizations and agencies with universities and with individuals.
- e. To acquire and hold real property or any interest therein and alienate the same freely.
- f. To acquire and hold any personal property including funds, rights and concessions by donation, exchange, bequest or otherwise, from any government, organization or person, and to hold, administer, own, operate, use or dispose of the same freely.
- g. To institute legal proceedings in the country or countries of its establishment and elsewhere; and
- h. To do such other things as are conducive to the carrying out of its objects.

## ARTICLE VII – FINANCE

Without prejudice to the generality of its powers as set out in Article VI, the principal

---

*Amended at the 61<sup>st</sup> Board Meeting*

financial support for the Centre shall be derived from voluntary contributions provided by governments and by national and international, public and private organizations and agencies based on regular estimates of budgetary requirements of the Centre as approved by the Board of Trustees and on regular reports of the Centre.

## ARTICLE VIII – STRUCTURE AND GOVERNANCE

1. The Centre shall operate under the direction of the Director General and in accordance with policies established by the Board of Trustees.
2. The Board of Trustees shall consist of not more than twelve (12) Trustees appointed as follows:

---

*Amended at the 4<sup>th</sup> Board Meeting on 30th June 1979 (A.8 S.2 Membership increased to 10)*

- a) One Trustee appointed by the government where the headquarters is situated;

---

*Amended at the 30<sup>th</sup> Board Meeting on 11th April 1997. (CIFOR DG added plus 3 CGIAR nominees) (A8 s.2 membership increased to 15)*

- b) The Director General of the Centre;

- c) Up to nine (9) Independent Trustees appointed by the Board of Trustees; and

---

*Amended at the 55<sup>th</sup> Board Meeting in April 2012. (3 CGIAR nominees dropped) A. 8 S.2*

- d) The Chair of the Centre for International Forestry Research (CIFOR).

---

*Amended the 59<sup>th</sup> Board Meeting in April 2014. (Added CIFOR Chairman of the Programme Committee) A.8 S.2*

3. The Trustees appointed by the Board shall have experience, qualifications and recognized competence in the disciplines related to the objects of the Centre, in other natural or social sciences or in administration, law or finance, and shall be selected to ensure adequate representation from the developing countries.

---

*Amended at the 60<sup>th</sup> Board Meeting in November 2014. (Dropped CIFOR Programme Committee Chair) A.8 S.2*

4. The Director General of the Centre shall be a Trustee during his term of office as Director General, but shall not be entitled to a vote at meetings of the Board of the Executive and Finance Committee.

---

*Amended at the 61<sup>st</sup> Board Meeting in April 2015 (Reduced the number of Trustees to 12)*

5. All Trustees, other than the Director General, shall be appointed for three-year terms.

6. The Director General of the Centre, the CIFOR Board Chair and the Trustee appointed by the Government where the headquarters is situated under Article 8 Section 2 (a), (b) and (d) are designated ex-officio Trustees of the Board.

---

*Amended at the 61<sup>st</sup> Board Meeting*

7. The rights and duties of the independent and ex-officio Trustees shall be elaborated in the By-Laws of the Centre and the Board Manual.

---

*Amended at the 61<sup>st</sup> Board Meeting*

8. When the office of a Trustee becomes vacant during the term of the Trustee appointed thereto because of retirement, death, incapacity or any other cause, or when the term expires, the party (host government, CIFOR or Board) that had the right to appoint the Trustee to that office may appoint a Trustee for the remainder of the term or for a new term, as the case may be.

---

*Amended at the 61<sup>st</sup> Board Meeting*

9. Trustees shall be eligible for reappointment to the Board.

10. Powers of the Board of Trustees

The Board of Trustees shall:

- a) Elect a Chairman and Vice-Chairman from among its membership for such period or periods as it deems appropriate;
- b) Appoint the Director General of the Centre for such period or periods as it deems appropriate;
- c) Establish and adopt by-laws and rules of procedure for the conduct of its meetings and for the general governance of the Centre;
- d) Determine policies for the operation of the Centre;
- e) Approve the Centre's programme of work and budget developed by the Director General;
- f) Consistent with generally recognized accounting principles, establish and adopt the general guidelines for the preparation of regular budgetary estimates and for the regulation of the financial affairs of the Centre generally;
- g) Scrutinize and approve the regular budgetary estimates of the affairs of the Centre;
- h) Appoint independent, external auditors of recognized international competence to conduct annual audits of the Centre's accounts and financial transactions; and
- i) Publish, within a reasonable time after the termination of each fiscal year, a report relating to the activities of the Centre for that year, including the financial statements of the Centre and auditors' report thereon.

11. **Executive and Finance Committee of the Centre**

- a) There shall be an Executive and Finance Committee of the Board of Trustees of the Centre consisting of a Chair, Vice-Chair and the Chairs of all other Committees. The Director General shall be ex-officio, a member of the Executive and Finance Committee;

---

*Amended by the 16<sup>th</sup> Board Meeting on 3<sup>rd</sup> May 1989 A. 8 S. 11*

---

*Amended at the 61<sup>st</sup> Board Meeting in April 2015 A.8 S.11 a*

- b) The Executive and Finance Committee shall have the power to act for the Board on all matters which the Board delegates to it;
- c) The Chairman of the Board shall serve as Chairman of the Executive and Finance Committee;
- d) All actions of the Executive and Finance Committee shall be reported to the full Board at its next subsequent meeting;
- e) The Executive and Finance Committee shall meet at least twice annually;
- f) Five members of the Executive and Finance Committee present at a meeting constitute a quorum.

---

*Amended at the 61<sup>st</sup> Board Meeting in April 2015. (A.8 S.11 f)*

## **12. Other Committees**

The Board shall appoint such advisory, standing and other committees as it deems necessary.

## **13. Meetings of the Board**

- a) The Board of Trustees shall meet at least once annually.
- b) The annual meeting of the Board shall be held in the country where the headquarters of the Centre is located or at such other place as the Chairman of the Board may designate.
- c) Meetings other than the annual meeting shall be held at such times and places as the Chairman of the Board deems necessary.
- d) Seven trustees present at a meeting of the Board constitute a quorum.

---

*Amended by the 16<sup>th</sup> Board Meeting on 3rd May 1989. A. 8 s.12 (d)*

## **14. The Director General**

- a) The Director General is appointed by the Board as the Chief Executive Officer of the Centre.
- b) The Director General shall be, ex officio, a Trustee of the Board during his term as Director General.
- c) The Director General shall implement the policies established by the Board and shall be responsible to the Board for the operation and management of the Centre and for ensuring that its programmes and objectives are properly development and carried out.

# **ARTICLE IX – RELATIONSHIP WITH OTHER ORGANIZATIONS**

The Centre shall establish a cooperative relationship with such governments, national and international, public and private organizations and agencies, and universities engaged in any activity relevant to agroforestry as the Centre may deem necessary for the realization of its objects.



## ARTICLE X – ACCESSION

1. At the invitation of the original signatories to the Charter, any country, Specialized Agency of the United Nations or any other international organization or institution may become a party to the Charter by depositing an instrument of accession with the Director General by 31<sup>st</sup> December 1980.
2. The Director General shall notify all other signatories of the Charter of such accession.

---

*Amended by the 4<sup>th</sup> Meeting of the Board in Amsterdam in 30th June 1979. A.10*

## ARTICLE XI – AMENDMENTS

1. Subject to paragraph (2) of this Article, the Charter may be amended at any meeting of the Board by three-fourths majority vote of all voting members of the Board, provided notice of such proposed amendments, together with their full texts, shall have been mailed to all members of the Board at least eight weeks in advance of such meeting, unless such notice is waived by all members of the Board.
2. Any substantive amendment of Article IV (Objects), Article V (Activities), Article VI (Powers), Article VII (Finance) or Article XI (Amendments) shall require the prior approval of the Group.

## ARTICLE XII – DISSOLUTION

1. If the Board determines by a majority vote of not less than three-fourths of all voting members, that the objects of the Centre have been satisfactorily realized or that the Centre is no longer able to function effectively, the Centre shall be dissolved.
2. Any land or interests therein held by the Centre and fixed capital improvements thereon shall, upon dissolution, revert to the government of the country where the land is situated for use for educational and/or scientific purposes.
3. In case of dissolution, the assets of the Centre, other than land or interests therein and fixed capital improvements thereon, shall be distributed to non-profit institutions similar to the Centre whose purposes are exclusively educational and/or scientific in their respective countries in consultation with the Centre and the Government of the Country where such assets are situated after consultation with the Board of Trustees.
4. Upon dissolution, the transferee will agree, in writing, that any assets or funds distributed will not be used to carry on propaganda or otherwise attempt to influence legislation or attempt to influence the outcome of any specific public election or carry on a voter registration drive.

---

*Amended by the 61<sup>st</sup> Board Meeting in April 2015*

---

*Amended by the 33<sup>rd</sup> Board Meeting on 17th November 1998 A. 12 S 2-4*

---

*Amended by the 61<sup>st</sup> Board Meeting in April 2015.*

IN WITNESS WHEREOF, the undersigned by the duly authorized representative have executed this Charter.

At .....the .....

Day .....of .....

---

Le Gouvernement de la République  
Coopérative de Guyane

The Government of the Cooperative Republic of  
Guyana

At .....the .....

Day .....of .....

---

Le Gouvernement de la République Re du Sénégal

The Government of The Republic of Senegal

At .....the .....

Day .....of .....

---

Le Gouvernement du Canada

The Government of Canada

At .....the .....

Day .....of .....

---

Le Centre de recherches pour le developpement

The International Development international Research  
Centre





The World Agroforestry Centre is a  
member of the CGIAR Consortium

World Agroforestry Centre, United Nations Avenue, Gigiri,  
P. O. Box 30677-00100, Nairobi, Kenya.  
Phone + (254) 20 722 4000, Fax + (254) 20 722 4001,  
Via USA phone (1-650) 833-6645,  
Via USA fax (1-650) 833-6646,  
Email: [worldagroforestry@cgiar.org](mailto:worldagroforestry@cgiar.org)  
Website: [www.worldagroforestry.org](http://www.worldagroforestry.org)