

# One CGIAR

## Implementing Arrangement No. 1

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Approved by	CGIAR System Board	Policy number	CG GV 01 PL 01
		Version	1.0
Authorized by the Board/ approved by the DG of the following One CGIAR Legal Entities	<ul style="list-style-type: none"> <li>• AfricaRice</li> <li>• Alliance of Bioversity International and CIAT</li> <li>• CGIAR System Organization</li> <li>• CIP</li> <li>• ICARDA</li> <li>• IFPRI</li> <li>• IITA</li> <li>• ILRI</li> <li>• IRRI</li> <li>• IWMI</li> <li>• WorldFish</li> </ul>	Effective date	31 October 2021
		Expiration date	31 December 2022
		Risk family	5 – Poor execution undermines capability

### Revision History

Version	Effective date	Approved by	Summary of changes
1.0	31 October 2021	CGIAR System Board	New document

### Disclaimer

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## ONE CGIAR

### One CGIAR Implementing Arrangement No. 1

Issued 12 November 2021<sup>1</sup>

#### 1. Introduction

- 1.1. This Implementing Arrangement is in furtherance of achieving the One CGIAR Integrated Operational Structure and is designated a 'CGIAR Policy' in accordance with Article 8.1(p) of the Charter of the CGIAR System Organization.
- 1.2. This Implementing Arrangement shall be authorized by the Governance Organ of each One CGIAR Legal Entity and thereby enter into the Internal Legal Framework of such One CGIAR Legal Entity.
- 1.3. This Implementing Arrangement shall be approved by the Director General of each One CGIAR Legal Entity and thereby constitute a standing instruction to those possessing a legal relationship for personal services with such One CGIAR Legal Entity.
- 1.4. The application and interpretation of this Implementing Arrangement shall be determined by reference to the following sources, in order of precedence:
  - 1.4.1. The Governing Instrument of a One CGIAR Legal Entity.
  - 1.4.2. Obligations regulated by public international law, arising from agreements concluded between a One CGIAR Legal Entity and their host and headquarters States.
  - 1.4.3. This and any other Implementing Arrangement.
  - 1.4.4. Operational Directives issued in accordance with this and any other Implementing Arrangement.
  - 1.4.5. Any related component of the Internal Legal Framework of a One CGIAR Legal Entity.
- 1.5. This Implementing Arrangement does not amend and is subordinate to the Governing Instrument of any One CGIAR Legal Entity. No application or interpretation of this Implementing Arrangement may contradict the Governing Instrument of any One CGIAR Legal Entity.
- 1.6. This Implementing Arrangement shall be without prejudice to obligations regulated by public international law, arising from agreements concluded between One CGIAR Legal Entities and their host and headquarters States.

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<sup>1</sup> Based on the document approved by the CGIAR System Board as a CGIAR Policy with effect from 31 October 2021 (Decision Reference SB/M21/DP2)

## 2. Definitions

- 2.1. Within the scope of this Implementing Arrangement, the meaning of the following terms shall be:
- 2.1.1. *One CGIAR Integrated Operational Structure*: As endorsed by the CGIAR System Council's 12th meeting on 3-4 March 2021 (Decision reference SC/M12/DP3), following approval by the CGIAR System Board on 28-29 January 2021 (Decision reference SB/M19/DP2).
  - 2.1.2. *One CGIAR Legal Entity*: AfricaRice; Bioversity; CIAT; CIMMYT; CIP; ICARDA; IFPRI; IITA; ILRI; IRRI; IWMI; WorldFish; and the CGIAR System Organization.
  - 2.1.3. *One CGIAR Line-Manager*: The immediate supervisor of the work of One CGIAR Personnel in accordance with the One CGIAR Staffing Structure.
  - 2.1.4. *One CGIAR Personnel*: A person possessing a legal relationship for personal services, appointed to a One CGIAR Legal Entity and assigned to the One CGIAR Staffing Structure, in accordance with this Implementing Arrangement. Any person not so assigned is unaffected by and falls outside the scope of this Implementing Arrangement.
  - 2.1.5. *One CGIAR Staffing Structure*: The organization of the work of One CGIAR Personnel authorized by the Executive Management Team, cascading competences, duties and responsibilities to One CGIAR Personnel, in accordance with achievement of the One CGIAR Integrated Operational Structure.
  - 2.1.6. *Director General*: The official of a One CGIAR Legal Entity, appointed by its Governance Organ, and possessed of competences of appointment and legal representation in accordance with the Governing Instrument of such One CGIAR Legal Entity. This Implementing Arrangement shall be without prejudice to the responsibilities owed by a Director General to their One CGIAR Legal Entity and its Governance Organ.
  - 2.1.7. *Executive Management Team*: As defined by Article 2(c) of the Charter of the CGIAR System Organization.
  - 2.1.8. *Governance Organ*: An institutional organ possessed of governance authority by the Governing Instrument of a One CGIAR Legal Entity.
  - 2.1.9. *Governing Instrument*: The written legal basis of a One CGIAR Legal Entity, which has primacy over the Governance Organ, Director General and the Internal Legal Framework of such One CGIAR Legal Entity and this Implementing Arrangement.<sup>2</sup>
  - 2.1.10. *Internal Legal Framework*: The interior regulatory law-making by a Governance Organ enabled by and subordinate to the Governing Instrument of a One CGIAR Legal Entity.

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<sup>2</sup> Such Governing Instrument may be titled the constitution, the Charter, the Bylaws or other. This defined term is intended to be inclusive and not restrictive.

### **3. Assignment to One CGIAR Staffing Structure**

- 3.1. In order to achieve the purposes of the One CGIAR Integrated Operational Structure, One CGIAR Personnel shall be selected and assigned, and may be reassigned, to the One CGIAR Operational Structure, in accordance with this Implementing Arrangement.
  - 3.1.1. A position within the One CGIAR Staffing Structure shall be defined by a written position description. Such written position description may include work to be performed on a basis specific to their One CGIAR Legal Entity. This specific work shall be subject to the authority of the Director General of such One CGIAR Legal Entity.
  - 3.1.2. Reassignment between positions in the One CGIAR Staffing Structure shall be informed by written consultation with the effected One CGIAR Personnel.
  - 3.1.3. The work performed by One CGIAR Personnel shall be determined by the One CGIAR Staffing Structure and related position descriptions.
- 3.2. The exclusive basis for assignment to the One CGIAR Staffing Structure shall be a Letter of Assignment issued upon the authority of the Executive Management Team to One CGIAR Personnel and counter-signed by, and following consultation with, the Director General of the appointing One CGIAR Legal Entity of such One CGIAR Personnel. In exceptional circumstances, a Director General may withhold their counter-signature from a Letter of Assignment, thereby overriding the assignment authority of the Executive Management Team.

### **4. Management of One CGIAR Personnel**

- 4.1. One CGIAR Personnel shall be set objectives, instructed and supervised in their work by their One CGIAR Line-Manager, in accordance with the One CGIAR Staffing Structure.
- 4.2. In order to achieve the highest standards of efficiency and technical competence, the performance of One CGIAR Personnel shall be appraised.
  - 4.2.1. One CGIAR Personnel shall be provided informally with timely and continuing performance feedback by their One CGIAR Line-Manager.
  - 4.2.2. One CGIAR Personnel shall be periodically subject to formal performance appraisal.
- 4.3. All performance feedback and appraisal shall be the competence of the One CGIAR Line-Manager and possess a reasonable and observable basis.
- 4.4. Formal performance appraisal shall include a written appraisal of One CGIAR Personnel by their One CGIAR Line-Manager, a reasonable opportunity for One CGIAR Personnel to comment on this performance appraisal, followed by review by the Director General of the One CGIAR Personnel's appointing One CGIAR Legal Entity.
- 4.5. If performance becomes unsatisfactory, One CGIAR Personnel shall be warned in writing that continuing unsatisfactory performance may result in a recommendation from their One CGIAR Line-Manager to the Executive Management Team, in consultation with the Director General of

their appointing One CGIAR Legal Entity, to unilaterally de-assign the One CGIAR Personnel from the One CGIAR Staffing Structure.

- 4.5.1. Following such warning, One CGIAR Personnel shall be given a reasonable opportunity to demonstrate sustained performance at a fully satisfactory level. The time elapsed between such warning and a related recommendation shall not be less than three months and no more than six months in duration.
- 4.5.2. If such recommendation results in de-assignment by the Executive Management Team, any related termination of appointment by the Director General shall constitute an Administrative Decision for the purposes of the Internal Legal Framework of the appointing One CGIAR Legal Entity.
- 4.6. However, if One CGIAR Personnel are also a Director General, then their performance management shall be the exclusive responsibility of the Governance Organ of their appointing One CGIAR Legal Entity, in consultation with the Executive Management Team.
- 4.7. One CGIAR Personnel shall be subject to the Internal Legal Framework on probation of their appointing One CGIAR Legal Entity, except that their One CGIAR Line-Manager shall be competent to recommend to the Director General of their appointing One CGIAR Legal Entity, the confirmation or non-confirmation of the probationary appointment.
- 4.8. No disciplinary measure shall be taken with respect to One CGIAR Personnel by the Director General of their appointing One CGIAR Legal Entity, without prior consultation with their One CGIAR Line-Manager.
- 4.9. The Executive Management Team, in consultation with the Director General of the appointing One CGIAR Legal Entity, may make exceptions in the application of this section 4, consistent with the status of One CGIAR Personnel, as shall be stated by the Letter of Assignment.

## **5. Status of One CGIAR Personnel**

- 5.1. One CGIAR Personnel are and remain officials of their appointing One CGIAR Legal Entity, subject to the authority of their Director General.
- 5.2. Except as expressly stated by this or other One CGIAR Implementing Arrangements, the terms and conditions of appointment of One CGIAR Personnel are unaltered by their assignment to the One CGIAR Staffing Structure.
  - 5.2.1. The status of One CGIAR Personnel, the extent to which they are subjects of national laws and their duty station shall be unaffected by this One CGIAR Implementing Arrangement.

## **6. Entry Into Force and Final Provisions**

- 6.1. This Implementing Arrangement shall enter into force at a One CGIAR Legal Entity upon its adoption by the Governance Organ and Director General of such One CGIAR Legal Entity.

- 6.2. This Implementing Arrangement may be further instrumentalized by one or more Operational Directives, issued upon the authority of the Executive Management Team, following consultation with Director Generals and Chairs of Governance Organs of One CGIAR Legal Entities.
- 6.3. In any application arising from this Implementing Arrangement, the Executive Management Team shall:
  - 6.3.1. Adhere to its Terms of Reference in accordance with Article 2(c) of the Charter of the CGIAR System Organization;
  - 6.3.2. Be incapable of possessing any competence in excess of the competence reattributed to it by this Implementing Arrangement; and
  - 6.3.3. Be accountable to the CGIAR System Board, in accordance with key performance indicators.
- 6.4. Any question of application or interpretation arising from this Implementing Arrangement shall be addressed by relevant One CGIAR Personnel through consultation in good faith with a view to reaching an amicable resolution. If such resolution is not achieved expeditiously, then the question shall be referred to a five-person panel, comprising the Chair of the CGIAR System Board, who shall act as chair of the panel, two panellists chosen by and from amongst the Chairs of Governance Organs of other One CGIAR Legal Entities, and two panellists chosen by and from amongst the Directors General of One CGIAR Legal Entities. Such panel shall obtain evidence on the law and facts relevant to the contested question, before taking a decision. Such decision shall be final. The panel shall seek to act on the basis of consensus, but may act by majority voting, if such consensus cannot be obtained.
- 6.5. The Executive Management Team shall transmit to the Governance Organ and Director General of One CGIAR Legal Entities an annual report on the application arising from this Implementing Arrangement. The CGIAR System Board shall transmit to the Governance Organ and Director General of each One CGIAR Legal Entity an annual report on their supervision of the Executive Management Team, including key performance indicators, related to this Implementing Arrangement.
- 6.6. This Implementing Arrangement is binding and may be revoked by the Governance Organ and Director General of a One CGIAR Legal Entity at any time, in accordance with its Governing Instrument and Internal Legal Framework, resulting in the immediate de-assignment of all One CGIAR Personnel from the One CGIAR Staffing Structure appointed to that One CGIAR Legal Entity. In any event, this Implementing Arrangement shall terminate on 31 December 2022 unless renewed.

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