



IRAC Constitution

Issued, November 2009

Version 6.2

Prepared by: IRAC Steering Group

Approved by: IRAC Executive Committee

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1. Introduction

Insecticide Resistance Action Committee (IRAC)

IRAC is a series of inter-company Committees dedicated to prolonging the effectiveness of insecticides and acaricides by countering the development of resistance. The management of resistance is an essential part of product stewardship. The Committees operate at a global level (IRAC Executive) and at a regional or country level (IRAC Country Groups). The whole organisation including the Country Groups is termed IRAC International (abbreviated to IRAC). See Appendix I

IRAC acts as a Specialist Technical Group of CropLife and member companies are normally affiliated with CropLife International or through membership in relevant National and Regional Associations.

IRAC Committees comprise primarily of senior technical specialists from the agrochemical industry along with external experts in the field of resistance management and consultants as considered appropriate.

All IRAC members, external experts and consultants agree to voluntary self-compliance with the IRAC Constitution including the IRAC Code of Conduct and the IRAC Antitrust Guidelines. In the case of disputes, IRAC Members agree to abide by the decisions of their Committee according to the rules and principles laid out in the constitution.

The Objectives of the Constitution

The IRAC Constitution provides guidance and recommendations on how an IRAC Committee should be set up and run. It details the Code of Conduct and Antitrust Guidelines that IRAC Committees using the IRAC brand should follow. Additional information is included in the Appendix such as the IRAC Structure and Interactions (Appendix I) and recommended Template Project Agreement which can be used when work is being carried out by a third party on behalf of IRAC (Appendix II).

National or Regional IRAC Committees are encouraged, to develop an addendum to the IRAC Constitution detailing their specific financial basis and the voting rights.

2. IRAC Code of Conduct

The Objectives of the Code

The Code is designed as a point of reference to establish standards of Conduct when IRAC Committees or individual IRAC Members are representing IRAC. This, along with the IRAC Antitrust Guidelines, forms the basis by which all IRAC Committees should operate.

The Code is also intended to reassure individuals and groups that interact with IRAC that the sole objective of the Committees is to counter the development of insecticide or acaricide resistance through joint technical strategies.

The Principles of the Code

1. Committees using the IRAC name and brand do so on the condition that they follow the IRAC Code of Conduct.
2. Committee meetings, discussions, minutes, recommendations and publications etc should relate solely to Committee administration and insecticide resistance matters. Companies and their representatives are free to follow their own commercial strategies against the background of recommendations given and accepted by IRAC; however it is important to maintain the integrity of the IRAC brand.
3. IRAC considers that the use of resistance statements in advertising and promotional literature is an important issue. Misuse of resistance data or information can harm industry's long term interests. IRAC urge all manufacturers and distributors to adopt and adhere to the points below:
 - Resistance management is an essential part of product stewardship, sustainable agriculture and improved public health and should always be considered in any pest control situation.
 - Resistance statements must be scientifically and technically sound and verifiable.
 - There should be no misuse of research results or quotations from technical scientific or IRAC literature to discredit competitor products or promote proprietary products.
 - False, misleading or technically irrelevant comparisons with competitor products should not be made.
 - Any recommendation must be in line with agreed basic IRAC resistance management concepts
4. IRAC external communications should always include the IRAC name and preferably the IRAC branding rather than the individual's personal, company or group affiliation.
5. IRAC external emails should ideally conclude with a "footer" making it clear that the correspondence is from IRAC and include the position, Committee or Team represented.
6. When providing contact address details for IRAC external communications ideally they should be given as "IRAC followed by Committee/Team Position and Care Of..." followed by the individual's personal, group or company address and telephone etc.
7. IRAC Committees or an agreed representative group of members should have the opportunity to view and comment on all IRAC external communications apart from those pertaining to routine administrative matters.
8. IRAC presentations, publications and posters etc should all include the IRAC branding and where possible exclude personal, group or company affiliations unless required to do.

9. IRAC presentations, publications and posters etc should be circulated in good time (ideally at least 7-14 days) to the appropriate local Committee to provide the opportunity for comment, prior to circulation or use in external forums.

Breaches of the Code

The IRAC Code of Conduct as part of the IRAC Constitution is accepted by IRAC members and IRAC Member Companies when joining IRAC.

Any members committing minor infringements of the Code should be advised informally to avoid future incidents.

Serious or continual infringements should be formally raised with the local Committee so that the member and company concerned can be formally advised and appropriate action taken as outlined under Point 5.

3. Antitrust Guidelines

Guideline Introduction

IRAC Committees and IRAC Members should be aware that while some activities among competitors are both legal and beneficial to the industry, group activities of competitors are inherently suspect under the antitrust laws. Agreements or combinations between or among competitors need not be formal to raise questions under antitrust laws, but may include any kind of understanding, formal or informal, secretive or public, under which each of the participants can reasonably expect that another will follow a particular course of action.

All IRAC Members have a responsibility to see that topics, which may give an appearance of an agreement that would violate the antitrust laws, are not discussed during meetings, conference calls or in any other forum. It is the responsibility of each member in the first instance to avoid raising improper subjects for discussion and the purpose of the Antitrust Guidelines is to assure that participants are aware of this obligation.

The Do's and Don'ts presented below highlight only the most basic antitrust principles. Each participant should be thoroughly familiar with his/her responsibilities under the antitrust laws and should consult counsel in all cases involving specific situations, interpretations or advice.

DON'T

Do not, in fact or appearance, in meetings or other forum, formally, informally or even in jest, discuss or exchange information regarding:

1. Individual company prices, price changes, price differentials, mark-ups, discounts, allowances, credit terms, etc., or data that bear on price, e.g. costs, production, capacity, sales, etc..
2. Industry pricing policies, price levels and price changes, differentials, etc.
3. Changes in industry production, capacity or inventories.
4. Bids on contracts for particular products; procedures for responding to bid invitations.

5. Plans of individual companies concerning the design, production, distribution or marketing of particular products, including proposed territories or customers.
6. Matters relating to actual or potential individual customers or suppliers that might have the effect of excluding them from any market or of influencing the business conduct of firms toward such suppliers or customers.

DO

1. Have an agenda and adhere to prepared agendas for all meetings.
2. Get minutes taken and object if they do not accurately reflect the discussion and actions taken.
3. Consult with legal counsel on all antitrust questions relating to meetings.
4. Protest against any discussions or meeting activities which appear to violate the antitrust laws and leave any meeting in which they continue.

4. Guidelines for Running an IRAC Committee

Organization and Structure

The organization of an IRAC Committee is agreed within the Committee but typically Elected Officers include a Chair Person, Vice Chair, Secretary and Treasurer although some of these positions can be combined or divided between elected officers.

Officers are normally proposed and appointed following the voting procedures given below and elected to their positions for an agreed period. If one of the elected officers is unable to fulfill his duties for the full period, a new officer can be elected to complete the term. It is important to promote a system of succession planning to maintain continuity within the Committee.

If the Committee is sufficiently large it can be beneficial for the Elected Officers and other members to work together as a Management Team and in some cases it may be beneficial to bring in a facilitator or coordinator to assist in the organization and running of the Committee.

It is recommended that Committees form a Communication and Education Team, and interact closely with other Committees as this is a key role for IRAC, particularly in providing information for the IRAC Website. The Team is normally made up of members but can include specialist consultants.

Depending on the objectives of the Committee a number of Team and/or Focal Point Leaders are normally identified to work on specific Functional, Expert or Resistance Management topics. These are typically non-elected voluntary positions taken up by members of the Committee with knowledge or interest in these areas. Teams are open to all members but can also include approved external experts.

Voting and Decision Making

The Committee should establish the decision making process and principles of voting at the outset. It is recommended that the principle of one company/one vote is followed. In situations where one company has more than one representative, only one vote for their company would be permitted. External experts and consultants (unless also a company representative) typically have no voting privileges.

To be valid, decisions by the Committee must be passed by an agreed proportionate majority vote of the whole committee or a quorum of the committee depending on how the group wish to set this up.. Votes may be cast during open meetings, teleconferences or by mail, and carried out secretly in person, confidentially in writing or electronically. When using standard or electronic mail, confirmation must be received to ensure that there were no problems in the transfer. Members should be given at least 14 days notices of decisions requiring a vote to ensure they or their representative has the opportunity to cast a vote.

Duties and Responsibilities

Elected officers are typically signatories for the Committee's bank account and can normally authorise incidental expenses up to agreed limits. Two signatures are normally required to approve expenditure above this level. The Committee decides the duties and responsibilities of the elected and non-elected positions but generally these include some of the following:

Chairperson

- Provide leadership and direction to the Committee
- Schedule and chair Committee meetings and conference calls
- Ensure the Committee is working within the constitution including the IRAC Code of Conduct and the IRAC Antitrust Guidelines
- Develop, maintain and check progress of short and long-term goals

Vice-chairman

- Support chairperson in the overall running of the Committee
- Assume chairperson activities and responsibilities if current chair is absent

Treasurer

- Maintain financial accounts and make these available for audit as required
- Maintain a Committee bank account and report financial status on a regular basis
- Manage financial issues endorsed by the Committee
- Ensure financial matters do not contravene any country/local legislation

Secretary

- Minute Committee meetings and track agreed actions
- Maintain electronic records and files for the Committee
- Ensure documentation e.g. Constitution, Project Agreements, Contracts etc. are current

Communication and Education Team/Focal Point

- Maintain an IRAC/Resistance Management communications plan
- Prepare communication/education material for use at meetings, symposia and conferences
- Fulfill an educational role through workshops and/or the use of educational material
- Publish updates on Resistance Management developments
- Provide information for entry on to the IRAC website

Team/Focal Points Leaders

- Focus on expert or resistance related areas
- Establish Working Groups with leaders for specific issues as required
- Maintain current approved Project Agreements for ongoing work as appropriate
- Provide updates and report progress to the Committee and at meetings/symposia

Conference Calls and Meetings

Regular and frequent communication throughout the year between individual IRAC Members, Teams and the whole Committee is essential for the smooth and efficient running of the Committee. It is recommended that at least one and preferably two or more meetings or teleconferences of the Committee are held annually. Where Teams and Working Groups have been set up they should appoint leaders and hold separate meetings and teleconferences as required and report to the full Committee.

Collaborations and Sponsorships

IRAC Committees are empowered to set up collaborations which may or may not include sponsorship of work or projects. It is important that this is done within the IRAC Constitution and any third party collaborators agree to the IRAC Code of Conduct and IRAC Antitrust Guidelines. A formal project or work agreement should be established with collaborators particularly when sponsorship is involved. A Template Project Agreement which can be adapted to meet specific needs is attached as Appendix II.

Financial Contributions

The Committee has to decide on how best to finance activities and projects. This is often done through an annual company contribution, with the option of additional funding for specific projects made by those companies directly involved.

5. Decision Making and Disputes

Any decisions that would potentially impact a Committee's Constitution or the financial basis of the Committee's funding or expenditure should be presented to the Committee and if required a vote taken as detailed in that Committee's Constitution. Similarly in the cases of disputes, continual infringements of the Code of Conduct or non-payment of agreed financial contributions, any proposed course of action should be made to the Committee and voted on according to that Committee's Constitution.

6. Definitions of Terms

CropLife is a global federation representing the plant science industry. It supports a network of regional and national associations and their member companies.

IRAC Committees relate to any group using the IRAC brand and by definition are following the IRAC Constitution

IRAC Teams and Working Groups are subgroups that report to the IRAC Committee, established with an agreed leader to deal with specific areas or issues

IRAC External communications or emails relates to communications out with the specific Committee in question to other IRAC Committees, CropLife, and non-IRAC individuals and groups.

APPENDIX I

IRAC Structure and Interactions

IRAC International

IRAC International (abbreviated to IRAC) is the name for the whole IRAC organisation which operates through the IRAC Executive and IRAC Country Groups. IRAC is a Specialist Technical Group of CropLife International

IRAC Executive

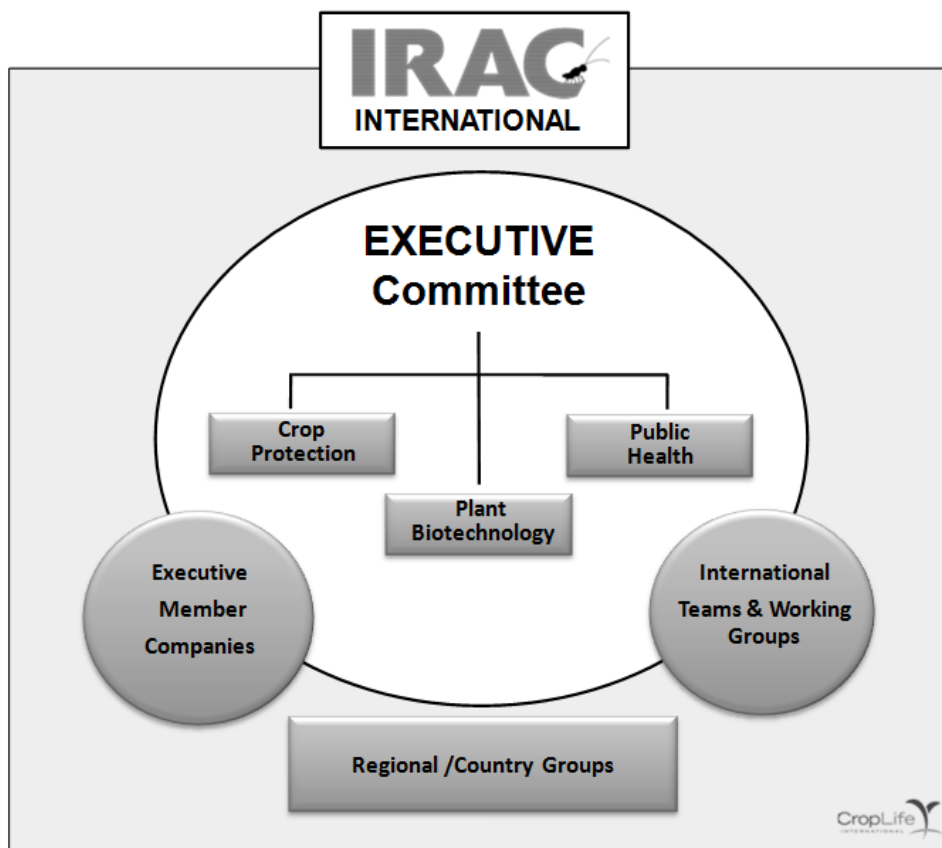
IRAC Executive (or Executive Committee) operates at a global level and consists of a matrix of Teams and Working Groups. These include the Core Activity Teams (Crop Protection, Public Health and Plant Biotechnology), Expert Teams (Mode of Action, Test Methods and the Resistance Database), Functional Teams (Communication & Education, Steering Group and EU Liaison) and pest specific or chemistry based Working Groups

IRAC Country and Regional Groups

IRAC Country and Regional Groups (or Country Groups, abbreviated to CG) operate at a local or regional level to tackle specific insecticide resistance issues and problems. CGs work independently but are encouraged to use the IRAC brand, follow the IRAC Constitution and participate as part of IRAC International.

IRAC Structure

(Version 8.1, April 09)



APPENDIX II

Template Project Agreement

When an IRAC Collaborative Project is being established particularly when there is IRAC sponsorship and/or transfer of funds it is recommended that a formal IRAC Project Agreement is set up to act as a written record of the agreement and to confirm the terms and conditions of the project. The following is a general template which can be adapted for specific projects. Insecticide Resistance Action Committee (IRAC) – Project Agreement



Project Agreement

THIS AGREEMENT is made on the date last below written between the Insecticide Resistance Action Committee (IRAC) and the Party named below.

.....

WHEREAS

IRAC wishes to collaborate and or sponsor work to be carried out as detailed below:

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

Article 1

In this Agreement the following words and expressions have the meaning hereby assigned to them unless the context otherwise requires:

“IRAC”	means	the Insecticides Resistance Action Committee
“the Project Document”	means	the document entitled:
“the Project”	means	the project details in the Project Document
“the IRAC Project Leader”	means	leader of the relevant IRAC Committee/Team/Working Group or appointed representative
“the Party”	means	XXX

Article 2 – Reports

XXX will present to IRAC interim progress reports at x months or x monthly interval after the start of the project and a comprehensive final report at project termination.

Article 3 – Communication

Communications written or oral (other than regarding the payment of the contribution specified in Article 4) between IRAC and XXX shall normally be through the IRAC Project Leader who shall keep all parties to this Agreement informed for such communications.

Article 4 – Compensation

IRAC will pay to XXX for the service rendered the sum of Y in three installments:

- First installment at the start of the project
- Second installment in
- Third installment on completion of the work and receipt of the final report.

Changes in the context of the work or compensation should be agreed in writing between the IRAC Project Leader and XXX the details of which should be included as an addendum to this agreement.

Article 5 – Results

All rights and entitlement to the information obtained by XXX during work carried out including any discovery or invention shall belong to IRAC, except insofar as such information is already known in public domain.

XXX shall not disclose any of the results to third parties without prior written consent from IRAC. IRAC may publish the results of the work, but any reference by IRAC to XXX must have approval beforehand.

Article 6 – Improvements

If any improvement or invention is made by XXX during this Agreement, patent ownership is with XXX with first rights of refusal offered to IRAC.

Article 7 – Circumstances beyond Control

XXX shall not be made responsible for failure to carry out the work in whole or in part due to circumstances whatever beyond his control. In the event of unforeseen circumstances, XXX retains the right to make minor changes to the programme or protocol without prior consultation with IRAC so as to allow work to progress.

Article 8 – Governing Law

This Agreement shall be governed by the Laws of

Article 9 – Arbitration

Any dispute arising out of or in connection with this Agreement shall be finally settled under the Rules Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said rules.

Article 10 – Effective Date

This Agreement shall come into effect upon

and remain in place until

Insecticide Resistance Action Committee
(IRAC)

Chairman

Date

XXX

XXX

Date

ADDENDUM I

IRAC Executive Constitution

An Addendum to the IRAC Constitution

1. All points in the IRAC Constitution will form part of the IRAC Executive Constitution.
2. The Chairman and Treasurer are signatories for the IRAC Executive bank account and can authorise incidental expenses up to \$2,500. Two signatures are required to authorise expenditure above this level but approval must be obtained from the Committee for expenditure above \$15,000. Non-elected members of the Committee can also act as a signatory when agreed by the Committee and the bank.
3. The IRAC International Coordinator will also act as the IRAC Executive Committee Secretary and be responsible for maintaining and updating the IRAC Website.
4. The principle of one company/one vote will be followed. In situations where one company has more than one representative, only one vote for their company will be permitted. External experts and consultants have no voting privileges. Decisions must be passed by a two-thirds majority vote of the whole committee. Representatives must be advised at least 14 days in advance of an impending vote to give them or their alternative member representative the opportunity to participate.