

**Asamblea General**

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**Septuagésimo segundo período de sesiones****Solicitud de inclusión de un tema en el programa provisional del septuagésimo segundo período de sesiones****Otorgamiento de la condición de observadora en la Asamblea General a la Oficina de Investigaciones Macroeconómicas de la ASEAN+3****Carta de fecha 7 de julio de 2017 dirigida al Secretario General por los representantes de China y Singapur ante las Naciones Unidas**

De conformidad con el artículo 13 del reglamento de la Asamblea General, tenemos el honor de solicitar que se incluya en el programa provisional de la Asamblea en su septuagésimo segundo período de sesiones un tema titulado “Condición de observadora en la Asamblea General de la Oficina de Investigaciones Macroeconómicas de la ASEAN+3”.

De conformidad con el artículo 20 del reglamento de la Asamblea General, se adjuntan a la presente un memorando explicativo (anexo I), un proyecto de resolución (anexo II) y el Acuerdo Constitutivo de la Oficina de Investigaciones Macroeconómicas de la ASEAN+3 (anexo 3\*).

Agradeceríamos que la presente carta y sus anexos se distribuyeran como documento de la Asamblea General.

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\* El anexo III se distribuye en el idioma en que fue presentado únicamente.



## Anexo I

### Memorando explicativo

#### Antecedentes históricos

1. La Oficina de Investigaciones Macroeconómicas de la ASEAN+3 (AMRO) es una organización intergubernamental que ejerce funciones de unidad de vigilancia macroeconómica regional de los miembros de la Asociación de Naciones del Asia Sudoriental (Brunei, Camboya, Filipinas, Indonesia, Japón, Malasia, Myanmar, República Democrática Popular Lao, Singapur, Tailandia y Vietnam) más China, Hong Kong, China y la República de Corea. La Oficina tiene sede en Singapur.
2. La Oficina fue constituida inicialmente en 2011 en Singapur como sociedad de responsabilidad limitada. Los miembros decidieron a la sazón constituir la posteriormente como organización internacional con personalidad jurídica internacional que ejerciera funciones de unidad independiente de vigilancia en la región.

#### El instrumento constitutivo de la Oficina de Investigaciones Macroeconómicas de la ASEAN+3

3. El instrumento constitutivo de la Oficina de Investigaciones Macroeconómicas de la ASEAN+3 fue firmado por los miembros de la ASEAN+3 el 10 de octubre de 2014 en Washington D.C. y entró en vigor el 9 de febrero de 2016 después de que lo ratificaran por lo menos ocho de los signatarios.

#### Propósito y función

4. Según el artículo 2 del Acuerdo, el propósito de la Oficina de Investigaciones Macroeconómicas de la ASEAN+3 consiste en contribuir a asegurar la estabilidad económica y financiera de la región mediante la vigilancia económica y prestar apoyo a la aplicación de la Iniciativa de Multilateralización de Chiang Mai, acuerdo multilateral de apoyo a la liquidez en el marco de la ASEAN+3 para hacer frente a dificultades, posibles o reales, de balanza de pagos y liquidez a corto plazo en la región.
5. Para cumplir ese propósito, con arreglo al artículo 3 del Acuerdo, la organización tendrá las funciones siguientes:
  - a) Supervisar y evaluar la situación macroeconómica y la solidez financiera de sus miembros y presentarles informes al respecto;
  - b) Determinar los riesgos financieros y macroeconómicos de los miembros y las situaciones de vulnerabilidad en la región y prestarles asistencia, cuando la soliciten, para formular oportunamente recomendaciones de política a fin de mitigar esos riesgos;
  - c) Prestar apoyo a los miembros en la aplicación de la Iniciativa de Multilateralización de Chiang Mai; y
  - d) Llevar a cabo las demás actividades que sean necesarias, según determine el Comité Ejecutivo, para cumplir su propósito.
6. A los efectos de cumplir su propósito y desempeñar sus funciones, la organización celebra consultas anuales con cada uno de sus miembros. En forma independiente y sin influencia indebida de ninguno de los miembros, prepara los informes que considera convenientes para cumplir su propósito y desempeñar sus funciones y comunica sus opiniones, de manera extraoficial y confidencial, a cualquiera de los miembros sobre cuestiones que se planteen en virtud de su Acuerdo Constitutivo que puedan afectarle. La organización publicará los informes que considere convenientes para cumplir su propósito y desempeñar sus funciones

de conformidad con la política de publicación que establezca el Comité Ejecutivo (artículo 5, párrs. b a d)).

7. La Oficina de Investigaciones Macroeconómicas de la ASEAN+3 está empeñada en contribuir a la estabilidad macroeconómica y financiera de la región mediante la vigilancia macroeconómica y el apoyo a la aplicación de la Iniciativa de Multilateralización de Chiang Mai. Se fija como cometido ser una organización regional independiente, digna de crédito y profesional que actúa como asesor de política de confianza para los miembros de la región de la ASEAN+3. A fin de cumplir su cometido y hacer realidad su visión, la Oficina se centra en tres funciones básicas, llevar a cabo vigilancia macroeconómica, apoyar la aplicación de la Iniciativa y prestar asistencia técnica a los miembros.

8. Con respecto a su función de vigilancia, las prioridades operacionales de la organización consisten en reforzar más la vigilancia en cada país de manera de mejorarla a nivel regional; establecer un completo marco para la vigilancia e instrumentos analíticos para ese fin y mejorar la labor relativa a la vigilancia funcional o sectorial y a investigación y estudios temáticos.

9. A fin de prestar asistencia a sus miembros en la aplicación de la Iniciativa de Multilateralización de Chiang Mai, la organización ha centrado su labor en la prestación de apoyo para que la Iniciativa esté lista desde un punto de vista operacional, lo que incluye la redacción y revisión de sus directrices operacionales, que especifican los procedimientos correspondientes de activación y la realización de ensayos periódicos en diversas situaciones hipotéticas. Además, la organización ha prestado apoyo a las autoridades de sus miembros en la labor de sentar las bases para la evolución continua de los acuerdos de la Iniciativa, impartir asesoramiento y formular recomendaciones a los miembros, para su examen, sobre la parte desvinculada del Fondo Monetario Internacional (FMI) y preparar un plan para el examen periódico de las cláusulas fundamentales de la Iniciativa.

10. La asistencia técnica que ofrece la presta la Oficina de Investigaciones Macroeconómicas de la ASEAN+3 se diseña teniendo en cuenta la etapa de desarrollo, el entorno propio del país y las prioridades de política de los países miembros de la ASEAN+3 de manera de atender mejor a sus necesidades en un marco de asistencia técnica. Esta labor apunta a establecer una plataforma para aumentar la capacidad de vigilancia macroeconómica de los miembros y facilitar la difusión de conocimientos entre ellos y otras organizaciones internacionales a través de los programas de adscripción, consultoría e investigación y formación.

11. La AMRO ha estrechado asimismo su colaboración con organizaciones internacionales homólogas, como el FMI, el Banco Asiático de Desarrollo, el Mecanismo Europeo de Estabilidad y el Fondo Latinoamericano de Reservas, así como con instituciones académicas e instituciones financieras privadas, para lo cual ha organizado, sola o en forma conjunta, eventos regionales y mundiales sobre cuestiones macroeconómicas y financieras o ha asistido a ellos.

### **Órganos de gestión**

12. La estructura de gestión de la Oficina de Investigaciones Macroeconómicas de la ASEAN+3 consta del Comité Ejecutivo, el Grupo Consultivo, el Director y el personal, cuyas respectivas funciones son las siguientes:

a) Cada uno de los miembros está representado en el Comité Ejecutivo y, a esos efectos, pueden designar dos delegados, uno del gobierno encargado de las cuestiones de finanzas y uno del Banco Central o institución equivalente. La excepción está constituida por Hong Kong, China, que puede designar un solo

delegado. El Comité Ejecutivo tiene a su cargo la supervisión estratégica de la organización y fija las directrices de su política.

b) El Grupo Consultivo está integrado por no más de seis miembros, designados por el Comité Ejecutivo y que han de ser economistas reconocidos y reputados. El Grupo es independiente del Directorio y del personal de la organización y rinde cuentas al Comité Ejecutivo. Su función consiste en hacer aportaciones estratégicas, técnicas y profesionales oportunas para las evaluaciones macroeconómicas que efectúa la organización y en formular recomendaciones al Director.

c) El Director es designado por el Comité Ejecutivo y permanece en su cargo por el tiempo que determine este. El Director representa a la organización y está encargado de su labor ordinaria, incluida la designación del personal.

### **Condición de observadora en la Asamblea General de las Naciones Unidas**

13. La Oficina de Investigaciones Macroeconómicas de la ASEAN+3 es una organización intergubernamental cuyas actividades abarcan cuestiones de interés para la Asamblea General. Su propósito de contribuir a asegurar la estabilidad financiera y económica de la región de la ASEAN+3 y apoyar la aplicación de la Iniciativa de Multilateralización de Chiang Mai es compatible con los propósitos y principios de las Naciones Unidas de promover la cooperación internacional para la solución de problemas económicos internacionales.

14. Los Estados Miembros de las Naciones Unidas reconocieron en el Programa de Acción de Addis Abeba de la Tercera Conferencia Internacional sobre Financiación del Desarrollo que un entorno macroeconómico mundial estable facilitaría la aplicación de políticas que contribuyeran al desarrollo sostenible. Instaron asimismo a que se estrechara la cooperación entre el FMI y acuerdos financieros regionales, sin perjuicio de salvaguardar la independencia de las respectivas instituciones.

15. Al otorgar a la Oficina de Investigaciones Macroeconómicas de la ASEAN+3 la condición de observadora en la Asamblea General se ayudaría a sentar una sólida base para la cooperación periódica y bien organizada entre ella y las Naciones Unidas en la aplicación de normas que contribuyan a un entorno macroeconómico mundial estable. Asimismo, se ampliaría y profundizaría la relación entre la organización y otros países y organizaciones internacionales y regionales.

16. Habida cuenta del carácter interconectado de la economía mundial con las economías regionales, un mayor intercambio con la Asamblea General dejaría a la organización en mejores condiciones para desempeñar sus funciones, primordialmente la vigilancia macroeconómica, y formular oportunamente recomendaciones de política para mitigar los riesgos que se constaten en la región.

17. El otorgamiento a la Oficina de Investigaciones Macroeconómicas de la ASEAN+3 de la condición de observadora en la Asamblea General redundaría en beneficio mutuo porque permitiría a la organización, habida cuenta de su experiencia en la región de la ASEAN+3, hacer aportaciones al debate sobre la importancia de la vigilancia macroeconómica, de cuestiones financieras y de la función que cabe a los acuerdos financieros regionales en las redes de seguridad financiera mundiales.

18. Habida cuenta de lo que antecede, la Oficina de Investigaciones Macroeconómicas de la ASEAN+3 cumple los criterios fijados en la decisión 49/426 de la Asamblea General, de 9 de diciembre de 1994, relativos al otorgamiento de la condición de observadora ya que se trata de una organización internacional cuyas actividades abarcan cuestiones de interés para la Asamblea.

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## Anexo II

### Proyecto de resolución

#### **Condición de observadora en la Asamblea General de la Oficina de Investigaciones Macroeconómicas de la ASEAN+3**

*La Asamblea General,*

*Animada del deseo* de promover la cooperación entre las Naciones Unidas y la Oficina de Investigaciones Macroeconómicas de la ASEAN+3,

1. *Decide* invitar a la Oficina de Investigaciones Macroeconómicas de la ASEAN+3 a participar en sus períodos de sesiones y su labor en calidad de observadora;
2. *Solicita* al Secretario General que tome las medidas necesarias para dar cumplimiento a la presente resolución.

## Annex III

### Agreement Establishing ASEAN+3 Macroeconomic Research Office (“AMRO”)

THE CONTRACTING PARTIES,

**Recalling** the Chiang Mai Initiative Multilateralisation (hereinafter referred to as “CMIM”) to establish a multilateral liquidity support arrangement under the ASEAN+3 framework to address balance-of-payments and short-term liquidity difficulties in the region;

**Whereas** the parties to the CMIM agreed under the CMIM to establish a surveillance unit;

**Recognising** that ASEAN+3 Macroeconomic Research Office Limited (hereinafter referred to as “AMRO Ltd”) was established in 2011 on the initiative of the ASEAN+3 Finance Ministers’ Meeting;

**Desiring** to constitute AMRO as an international organisation with full legal personality to take over the role of AMRO Ltd so that it can function effectively as an independent surveillance unit in the region; and

**Convinced** that the establishment of AMRO will serve as an important step forward to promote regional financial cooperation through a permanent institution which will underpin regional financial stability together with a strengthened CMIM;

HAVE AGREED AS FOLLOWS:

#### CHAPTER 1 ESTABLISHMENT, PURPOSE AND FUNCTIONS

##### Article 1 Establishment and Members

(1) By this Agreement, the Contracting Parties establish ASEAN+3 Macroeconomic Research Office (hereinafter referred to as “AMRO”) as an international organisation which shall have full legal personality and the legal capacity for carrying out its purpose and functions.

(2) The Contracting Parties that have ratified, accepted or approved this Agreement shall be members of AMRO in accordance with Articles 25 and 26.

##### Article 2 Purpose

The purpose of AMRO is to contribute to securing the economic and financial stability of the region through conducting regional economic surveillance and supporting the implementation of the regional financial arrangement. The term “regional financial arrangement” means the multilateral liquidity support arrangement under the ASEAN +3 framework to address potential and actual balance-of-payments and short-term liquidity difficulties in the region.

### **Article 3 Functions**

To fulfil its purpose, AMRO shall have the following functions:

- (a) to monitor, assess and report to members on their macroeconomic status and financial soundness;
- (b) to identify for members macroeconomic and financial risks and vulnerabilities in the region and assist them, if requested, in the timely formulation of policy recommendations to mitigate such risks;
- (c) to support members in the implementation of the regional financial arrangement; and
- (d) to conduct such other activities necessary for achieving the purpose of AMRO as may be determined by the Executive Committee.

## **CHAPTER 2 OPERATIONS**

### **Article 4 Cooperation of Members**

- (1) Each member shall provide AMRO with relevant information and assistance as may reasonably be required for its surveillance and other activities provided for under Article 3 to the extent permissible under its applicable laws and regulations. Members shall be under no obligation to provide information in such detail that the affairs of individuals or corporations are disclosed.
- (2) Each member shall cooperate with AMRO in good faith in AMRO's surveillance and other activities provided for under Article 3.

### **Article 5 Operations**

In order to fulfil its purpose and functions under Article 2 and Article 3:

- (a) AMRO shall use the information provided by members under Article 4 appropriately;
- (b) AMRO may conduct consultations with each member on an annual basis ("Annual Consultation Visits") on such issues as may be relevant to the purpose and functions of AMRO under this Agreement;
- (c) AMRO, independently and without undue influence of any member, shall prepare such reports as it deems desirable in carrying out its purpose and functions, and communicate its views informally and confidentially to any member on any matters arising under this Agreement that may affect such member;
- (d) AMRO shall publish such reports as it deems desirable for carrying out its purpose and functions in accordance with subparagraph (2) (f) of Article 8; and

- (e) AMRO may cooperate with members, international organisations or institutions in related fields within the terms of this Agreement, and enter into agreements with them. No member shall be liable, by reason of its status or participation in AMRO, for acts, omissions or obligations of AMRO arising out of such agreements.

### **CHAPTER 3 GOVERNANCE**

#### **Article 6 Structure**

AMRO shall have an Executive Committee, an Advisory Panel, a Director and staff.

#### **Article 7 Executive Committee: Composition**

- (1) Each member shall be represented on the Executive Committee and for this purpose may appoint up to two Deputies: one finance deputy from its government with responsibility for finance and one central bank deputy from its central bank or its equivalent. Any such appointment may be revoked at any time by the member that made the appointment.
- (2) Each Deputy shall appoint an alternate who shall have full power to act on his or her behalf when the former is not present.
- (3) Notwithstanding paragraphs (1) and (2) above, Hong Kong Special Administrative Region of the People's Republic of China (hereinafter referred to as "Hong Kong, China") may appoint one Deputy only.

#### **Article 8 Executive Committee: Powers and Procedures**

- (1) All powers of AMRO under this Agreement that are not otherwise conferred on the Advisory Panel or the Director shall be vested in the Executive Committee.
- (2) The Executive Committee shall maintain strategic oversight of and set policy directions for AMRO and, in particular:
  - (a) review the reports prepared under Article 3 and Article 5 and such other reports and assessments as may be prepared by the Director, including any input provided by the Advisory Panel;
  - (b) review and approve its annual reports which set out the performance of the functions and duties of AMRO containing an audited statement of AMRO's financial accounts and staffing levels;
  - (c) review and approve the staffing levels, annual budget, and work programme of AMRO;
  - (d) oversee the appointment process for, appoint, suspend or terminate the employment of the Director in accordance with Article 11 where necessary, and review the performance of the Director;



- (e) appoint the Advisory Panel members, and suspend or terminate any such appointments; and
  - (f) set the publication policy of AMRO.
- (3) The Executive Committee may promulgate such rules, regulations, policies and procedures as may be necessary or appropriate to conduct the business of AMRO.
- (4) The Executive Committee may establish such committees as are necessary and appropriate to facilitate the general operations of AMRO.
- (5) The Executive Committee shall meet at such frequency and at such place as it may determine and shall be jointly chaired by a Deputy from each of the coordinating countries, which consist of two members, one from among the ASEAN Member States and the other from among the People's Republic of China, Japan and the Republic of Korea.

## **Article 9**

### **Voting**

- (1) A quorum for any meeting of the Executive Committee shall be a majority of the Deputies who, in aggregate, exercise not less than two-thirds of the total voting power as set out in the Schedule to this Agreement.
- (2) The decisions of the Executive Committee shall be taken by consensus. If consensus cannot be reached, such decisions of the Executive Committee shall be effective if approved by no less than two-thirds of the total voting power as set out in the Schedule to this Agreement.
- (3) When two Deputies represent one member, they shall cast their votes as a unit. For the avoidance of doubt, the votes of the People's Republic of China and Hong Kong, China shall be cast separately.

## **Article 10**

### **Advisory Panel**

- (1) The Advisory Panel shall provide timely strategic, technical and professional input to AMRO's macroeconomic assessments and recommendations to the Director.
- (2) The Advisory Panel shall be independent from the Director and the staff of AMRO, and shall be accountable to the Executive Committee.
- (3) The Advisory Panel shall consist of not more than six members who are distinguished and respected economists under such terms and conditions as the Executive Committee may determine. The Advisory Panel members shall be appointed by the Executive Committee.

## **Article 11**

### **Director and Staff**

- (1) The Executive Committee shall appoint a Director. The Director shall hold office on such terms as determined by the Executive Committee.
- (2) The appointment of the Director shall be guided by the principles of meritocracy, transparency and openness.

(3) The Director shall, unless directed otherwise by the Executive Committee, participate in the meetings of the Executive Committee.

(4) The Director shall:

- (a) provide the Executive Committee with periodic assessments of macroeconomic and financial conditions and policies in the region;
- (b) be accountable to the Executive Committee and subject to its general control;
- (c) be chief of the staff of AMRO and, unless the Executive Committee decides otherwise, be responsible for the organisation, appointment and dismissal of staff and overall performance of AMRO;
- (d) represent AMRO and conduct the current business of AMRO;
- (e) submit to the Executive Committee an annual report; and
- (f) submit to the Executive Committee a plan of the staffing levels, annual budget, and annual work programme of AMRO for review and approval.

(5) The Director and the staff shall, in the discharge of their functions, owe their duty entirely to AMRO and to no other authority. Members shall respect the international character of this duty and shall refrain from all attempts to influence any of the staff in the discharge of these functions.

(6) In appointing the staff, the Director shall, subject to the paramount importance of securing the highest standards of efficiency and of technical competence, pay due regard to the importance of recruiting staff on as wide a regional geographical basis as possible.

## **Article 12** **Confidentiality**

Deputies and their alternates, members of the Advisory Panel, the Director and staff, experts performing missions for AMRO and any other persons who work or have worked for or in connection with AMRO shall not disclose information that they receive while discharging or purporting to discharge their duties unless approved by the Executive Committee. Their obligation to maintain the confidentiality of such information shall continue after their duties to AMRO have ceased. Throughout this Agreement, the term “experts performing missions for AMRO” refers to professionals carrying out AMRO’s purpose and functions under contract with AMRO.

## **Article 13** **Budget and Finance**

(1) AMRO shall be provided with the necessary financial resources to perform its functions effectively.

(2) AMRO shall establish financial rules and procedures in accordance with international standards. AMRO shall observe sound and prudent financial management policies and practices and budgetary discipline consistent with international best practices.

(3) Office-related expenses shall, on a reasonable basis, be borne by the Republic of Singapore as host country, and shall be remitted in a timely manner.

(4) All remaining expenses (including, but not limited to, human resources-related expenses) shall be borne by members in accordance with their contribution in the proportions set out in the Schedule to this Agreement. The members shall remit their contribution in a timely manner upon approval of their respective annual budgetary appropriations.

(5) AMRO may not borrow funds unless otherwise approved by the Executive Committee.

#### **Article 14 Communication**

(1) Each member may designate up to two appropriate official entities with which AMRO may communicate in connection with any matter arising under this Agreement. AMRO shall address all such communications to such designated official entities.

(2) Whenever the approval of any member is required under this Agreement before any act may be done by AMRO, approval shall be deemed to have been given unless the member presents a written objection within such reasonable period as the Executive Committee may determine when it notifies the member of the proposed act.

(3) The official language of AMRO shall be English.

#### **Article 15 Location**

The Headquarters of AMRO shall be located in the Republic of Singapore.

### **CHAPTER 4 STATUS, PRIVILEGES AND IMMUNITIES**

#### **Article 16 Purposes of Status, Privileges and Immunities**

The legal status, privileges, immunities, and exemptions set out in this Agreement shall be accorded to AMRO in the territory of each member to enable AMRO to effectively exercise its purpose and functions.

#### **Article 17 Legal Status of AMRO**

AMRO shall have full legal personality and, in particular, full legal capacity to:

- (a) enter into contracts;
- (b) acquire and dispose of immovable and movable property; and
- (c) institute legal proceedings.

## **Article 18**

### **Privileges and Immunities of AMRO**

- (1) AMRO shall enjoy immunity from every form of legal process except to the extent that it expressly waives its immunity for the purpose of any proceedings or under the terms of any contract.
- (2) The property and assets of AMRO shall, wherever located and by whomsoever held, be immune from search, requisition, confiscation, expropriation or any other form of seizure, taking or foreclosure by executive or legislative action.
- (3) The archives of AMRO, and all documents belonging to it, or held by it, shall be inviolable.
- (4) To the extent necessary to carry out its functions, all property and assets of AMRO shall be free from restrictions, regulations, controls and moratoria of any nature.
- (5) Official communications of AMRO shall be accorded by each member treatment not less favourable than that it accords to the official communications of any other member.
- (6) No censorship shall be applied to the official correspondence and other official communications of AMRO. Nothing in this Article shall be construed to preclude the adoption of appropriate security precautions to be determined by agreement between a member and AMRO.
- (7) AMRO, its assets, property, income, and its operations and transactions shall be exempt from all taxation and from all customs duties. AMRO shall also be exempt from any obligation for the payment, withholding or collection of any tax or duty. Notwithstanding this, it is understood, however, that AMRO shall not claim exemption from taxes which are, in fact, no more than charges for public utility services.

## **Article 19**

### **Privileges and Immunities of AMRO Personnel**

Deputies and their alternates, members of the Advisory Panel, the Director and staff of AMRO, and experts performing missions for AMRO (hereinafter referred to as "AMRO Personnel"):

- (a) shall be immune from legal process with respect to words spoken and written and acts performed by them in their official capacity and shall enjoy inviolability in respect of their official papers and documents except when AMRO waives this immunity;
- (b) where they are not local citizens or nationals, shall be granted the same immunities from immigration restrictions, alien registration requirements and national service obligations and the same facilities as regards exchange restrictions as are accorded by each member to the representatives and staff of comparable rank of any other member;
- (c) shall be granted the same treatment in respect of travelling facilities as is accorded by each member to the representatives and staff of comparable rank of any other member; and

- (d) where they are not local citizens or nationals, shall be exempt from taxation on the salaries and emoluments paid to them by AMRO.

## **Article 20**

### **Implementation**

- (1) Each member shall take the action necessary to give effect in its own territory to the legal status, privileges, immunities, exemptions and facilities of AMRO and AMRO Personnel set out in Articles 17, 18 and 19 and shall inform AMRO of the action that it has taken on the matter.
- (2) Notwithstanding the other provisions of this Agreement, in the territories where AMRO is not located, the legal status, privileges, immunities, exemptions and facilities set out in this Agreement may be accorded to AMRO and AMRO Personnel to the extent permitted by the laws and regulations of the respective members. Nevertheless, privileges, immunities, exemptions and facilities referred to in Articles 18 and 19 for AMRO's fundamental necessities as determined by the Executive Committee shall be respected by such members.
- (3) The provisions of this Agreement shall in no way limit or prejudice the privileges and immunities which may hereafter be accorded by any member to AMRO and AMRO Personnel by reason of the location of AMRO in the territory of that member. This Agreement shall not be deemed to prevent the conclusion between any member hereto and AMRO of supplemental agreements adjusting the provisions of this Agreement or extending or curtailing the privileges and immunities hereby granted.

## **Article 21**

### **Waiver of Immunity**

- (1) Privileges and immunities are granted to AMRO Personnel in the interest of AMRO only and not for the personal benefit of the individuals themselves.
- (2) The Executive Committee may waive to such extent and upon such conditions as it determines any of the immunities conferred under this Chapter in respect of Deputies and their alternates, members of the Advisory Panel, and the Director.
- (3) The Director may waive any such immunity in respect of any staff of and experts performing missions for AMRO other than himself or herself.
- (4) AMRO shall cooperate at all times with the appropriate authorities of members to facilitate the proper administration of justice, secure the observance of police regulations, respect and comply with local laws and prevent the occurrence of any abuse in connection with the privileges and immunities provided under this Agreement.

## **CHAPTER 5 FINAL PROVISIONS**

### **Article 22 Amendments**

- (1) Any member may at any time propose to the Executive Committee amendments to this Agreement.
- (2) The Executive Committee may adopt any proposed amendment of this Agreement only where consensus can be reached amongst the Deputies. For the avoidance of doubt, paragraph (2) of Article 9 relating to voting by the Executive Committee shall not apply to this Article.
- (3) Amendments to this Agreement shall enter into force on the ninetieth (90<sup>th</sup>) day after the date on which they have been ratified, accepted or approved by all members. The instruments of such ratification, acceptance or approval shall be dealt with in accordance with the procedure provided for in Article 25.

### **Article 23 Interpretation and Dispute Settlement**

- (1) Members shall endeavour to settle disputes concerning the interpretation or application of this Agreement within six (6) months from the occurrence of such disputes through negotiation.
- (2) Any dispute that cannot be settled under paragraph (1) above shall be submitted to the Executive Committee, whose decision shall be final.
- (3) If a dispute should arise between AMRO and a government which has ceased to be a member, or between AMRO and any member after terminating the operations of AMRO, such dispute shall be submitted to arbitration by a tribunal of three arbitrators, one appointed by AMRO, another by former member or the government concerned, and the third, unless the parties concerned otherwise agree, by the President of the International Court of Justice or such other authority as may have been prescribed by regulations adopted by the Executive Committee. A majority vote of the arbitrators shall be sufficient to reach a decision which shall be final and binding upon the parties. The third arbitrator shall be empowered to settle all questions of procedure in any case where the parties are in disagreement with respect thereto.

### **Article 24 Signature and Deposit**

- (1) The original of this Agreement in a single copy in the English language shall be signed by the Contracting Parties (hereinafter referred to as the "Signatories"), who shall then deposit the signed Agreement with the Secretary-General of the Association of Southeast Asian Nations (hereinafter referred to as the "Depositary").
- (2) The Depositary shall communicate certified copies of the signed Agreement to all the Signatories.

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**Article 25**  
**Ratification, Acceptance or Approval**

(1) This Agreement shall be subject to ratification, acceptance or approval by the Signatories. Instruments of ratification, acceptance or approval shall be deposited with the Depositary, who shall notify the other Signatories of each deposit and the date thereof.

(2) A Signatory whose instrument of ratification, acceptance or approval is deposited before the date on which this Agreement enters into force, shall become a member on the date of the Agreement's entry into force. Any other Signatory, which complies with paragraph (1) above, shall become a member of AMRO upon the date of deposit of its instrument of ratification, acceptance or approval with the Depositary, which shall notify the other members thereof.

**Article 26**  
**Entry into Force**

This Agreement shall enter into force on the sixtieth (60<sup>th</sup>) day following the deposit of instruments of ratification, acceptance or approval by the People's Republic of China, Japan, the Republic of Korea, and at least five (5) ASEAN Member States including the Republic of Singapore.

**Article 27**  
**Membership and Withdrawal**

(1) Membership of AMRO shall be open to governments whose relevant authorities are parties to the regional financial arrangement on the condition that they accept the obligations contained in this Agreement and are able and willing to carry out these obligations.

(2) Following the approval by the Executive Committee, an applicant shall become a member upon deposit of an instrument of accession with the Depositary, who shall notify the other members thereof.

(3) Any member whose relevant authorities cease to be parties to the regional financial arrangement may withdraw from AMRO at any time by delivering a notice in writing to Headquarters of AMRO. A withdrawing member shall remain liable for all direct and contingent obligations to AMRO to which it was subject at the date of cessation of membership.

(4) Withdrawal by a member shall become effective, and its membership shall cease, on the date specified in its notice but in no event earlier than six (6) months after the date that notice has been received by Headquarters of AMRO.

**Article 28**  
**Transitional Arrangement**

The Executive Committee shall have oversight over the transitional arrangement between AMRO Ltd and AMRO.

IN WITNESS WHEREOF, the undersigned, being duly authorised thereto by their respective governments, have signed this Agreement.

Done in Washington, District of Columbia, United States of America on the tenth day of October in the year two thousand and fourteen in a single original in the English language which shall be deposited with the Secretary-General of the Association of Southeast Asian Nations in accordance with Article 24.



*(Signed)* **For the Government of Brunei Darussalam**

*(Signed)* **For the Government of the Kingdom of Cambodia**

*(Signed)* **For the Government of the Republic of Indonesia**

*(Signed)* **For the Government of the Lao People's Democratic Republic**

*(Signed)* **For the Government of Malaysia**

*(Signed)* **For the Government of the Republic of the Union of Myanmar**

*(Signed)* **For the Government of the Republic of the Philippines**

*(Signed)* **For the Government of the Republic of Singapore**

*(Signed)* **For the Government of the Kingdom of Thailand**

*(Signed)* **For the Government of the Socialist Republic of Viet Nam**

*(Signed)* **For the Government of the People's Republic of China**

*(Signed)* **For the Government of Japan**

*(Signed)* **For the Government of the Republic of Korea**

*(Signed)* **For the Government of Hong Kong, China**

**Schedule**  
**Contributions and Voting-Power Distribution**

|               |                  | Financial contribution |       | Basic votes   | Votes based on contribution | Total voting power |               |
|---------------|------------------|------------------------|-------|---------------|-----------------------------|--------------------|---------------|
|               |                  | (%)                    |       | (no. of vote) | (no. of vote)               | (no. of vote)      | (%)           |
| China         | China (excl. HK) | 32.0                   | 28.50 | 3.20          | 68.40                       | 71.60              | 25.43         |
|               | Hong Kong, China |                        | 3.50  | 0.00          | 8.40                        | 8.40               | 2.98          |
| Japan         |                  | 32.00                  |       | 3.20          | 76.80                       | 80.00              | 28.41         |
| Korea         |                  | 16.00                  |       | 3.20          | 38.40                       | 41.60              | 14.77         |
| <b>Plus 3</b> |                  | <b>80.00</b>           |       | <b>9.60</b>   | <b>192.00</b>               | <b>201.60</b>      | <b>71.59</b>  |
| Indonesia     |                  | 3.793                  |       | 3.20          | 9.104                       | 12.304             | 4.369         |
| Thailand      |                  | 3.793                  |       | 3.20          | 9.104                       | 12.304             | 4.369         |
| Malaysia      |                  | 3.793                  |       | 3.20          | 9.104                       | 12.304             | 4.369         |
| Singapore     |                  | 3.793                  |       | 3.20          | 9.104                       | 12.304             | 4.369         |
| Philippines   |                  | 3.793                  |       | 3.20          | 9.104                       | 12.304             | 4.369         |
| Vietnam       |                  | 0.833                  |       | 3.20          | 2.00                        | 5.20               | 1.847         |
| Cambodia      |                  | 0.100                  |       | 3.20          | 0.24                        | 3.44               | 1.222         |
| Myanmar       |                  | 0.050                  |       | 3.20          | 0.12                        | 3.32               | 1.179         |
| Brunei        |                  | 0.025                  |       | 3.20          | 0.06                        | 3.26               | 1.158         |
| Lao PDR       |                  | 0.025                  |       | 3.20          | 0.06                        | 3.26               | 1.158         |
| <b>ASEAN</b>  |                  | <b>20.00</b>           |       | <b>32.00</b>  | <b>48.000</b>               | <b>80.00</b>       | <b>28.41</b>  |
| <b>Total</b>  |                  | <b>100.00</b>          |       | <b>41.60</b>  | <b>240.00</b>               | <b>281.60</b>      | <b>100.00</b> |