

# **AGREEMENT ON THE ESTABLISHMENT OF THE CONSULTATIVE COMMISSION FOR THE DEVELOPMENT OF THE TUMEN RIVER ECONOMIC DEVELOPMENT AREA AND NORTHEAST ASIA**

The Governments of the Democratic People's Republic of Korea, the People's Republic of China, the Republic of Korea, Mongolia and the Russian Federation (hereinafter referred to as the "Contracting Parties"), desiring to promote and strengthen cooperation in Northeast Asia and the Tumen River Economic Development Area in particular have agreed as follows:

## **ARTICLE 1**

### **UNDERLYING PRINCIPLES**

1.1 The Contracting Parties reaffirm that their cooperation with respect to Northeast Asia and in particular the Tumen River Economic Development Area, is based on the common interests of their Governments to increase mutual benefits, to strengthen economic and technical cooperation, and to attain greater growth and sustainable development for the peoples and countries in Northeast Asia and the Tumen River Economic Development Area in particular.

1.2 The Contracting Parties shall implement this Agreement on the basis of the principles of international laws governing relations between states, notably mutual respect of the sovereignty and independence of all states, equality, mutual benefit and good neighborliness.

1.3 The Contracting Parties shall work to ensure that Northeast Asia and the Tumen River Economic Development Area in particular be attractive for international investment, trade and business.

## ARTICLE 2

### COMMISSION FOR THE DEVELOPMENT OF THE TUMEN RIVER ECONOMIC DEVELOPMENT AREA AND NORTHEAST ASIA

2.1 The **Contracting** Parties shall establish a Commission for the development of the **Tumen** River Economic Development **Area and Northeast** Asia, hereinafter referred to as the "Commission."

2.2 The Commission shall be composed of a Government official at the Vice Ministerial level **and** three other officials **from** each Contracting Party.

2.3 The **Commission** shall foster support for the development of Northeast Asia and the **Tumen River** Economic Development Area in **particular**, and promote consultation, mutual **understanding** and benefit, and economic, **environmental** and technical cooperation, among the **peoples** and countries of Northeast Asia and the Tumen River Economic Development Area in particular

2.4 The Commission shall identify common interests and opportunities for cooperation and sustainable development among the Contracting Parties, and promote investment **in the Contracting** Parties, and promote investment in Northeast Asia and the Tumen River Economic Development Area in particular, with respect to, *inter alia*, transportation, telecommunications, trade, industry, electric power, environment, finance and banking

2.5 The Commission may establish subordinate entities to facilitate its work

2.6 The Commission shall meet twice a year in regular session for the first two years of its existence, and thereafter shall meet as **determined** by consensus of the Commission, but no less often than once a year. Extraordinary sessions may be convened by the **Chairman at the** request of a Contracting Party provided that such a request is supported by two other Contracting Parties.

2.7 The Chairman of the Commission shall serve for one year by rotation among the Contracting Parties in alphabetical order in the English language. The venue of meetings shall be decided by consensus of the Commission.

2.8 The decisions of the Commission shall be made by consensus of the Commission.

2.9 The Commission shall have a Secretariat composed of experts of the Contracting Parties and may engage international experts to serve on the staff of the Secretariat or as consultants. If requested by the Commission, the United Nations Development Programme and other international organisations may provide support to the Secretariat. The Secretariat of the Commission shall develop and supervise the work programme of the Tumen River Area Development Programme and successor programmes within the purview of the Commission.

2.10 The Contracting Parties, acting through the Commission by consensus, may invite other interested governments in Northeast Asia to become members of the Commission.

2.11 Interested governments, international organisations and international financial institutions may become observers to the Commission if invited by the Contracting Parties, acting through the Commission by consensus. Observers shall have no right to participate in the decisions of the Commission.

2.12 The working language of the Commission shall be English.

## ARTICLE 3

### OTHER PROVISIONS

3.1 For purposes of this Agreement, the Tumen River Economic Development Area shall mean that area within the territorial borders of the Democratic People's Republic of Korea, the People's Republic of China and the Russian Federation as described in Appendix 1 hereto, in each case as modified from time to time by such Contracting Party upon consultation with and notice to the other Contracting Parties

For purposes of this Agreement, Northeast Asia shall mean the Tumen River Economic Development Area (as delineated in Appendix 1) and other territories of the Contracting Parties in which projects and programmes of mutual interest to the Contracting Parties will be conducted.

3.2 This Agreement shall be subject to the legal procedures of each Contracting Party's domestic law and shall enter into force on the date of deposit of the last instrument of such procedure by a Contracting Party with the Secretary General of the United Nations.

3.3 This Agreement shall be valid for a period of ten years from the date of its entry into force and be renewed for successive periods of ten years, unless agreed otherwise by the parties six months in advance before the expiration of each period.

3.4 Any Contracting Party may propose an amendment to this Agreement. Amendment proposals shall be submitted to the Chairman of the Commission who shall transmit them to the Contracting Parties within thirty (30) days after receipt, and such proposals shall be considered at the earliest feasible regular session of the Commission. Adoption of an amendment shall be by consensus of the Contracting Parties.

3.5 Any Contracting Party may withdraw from this Agreement by giving a written notice of withdrawal to the other Contracting Parties six (6) months in advance. At the end of such period, the withdrawal of such Contracting Party shall become effective.

3.6 If any dispute arises between two or more Contracting Parties concerning the interpretation or application of this Agreement, they shall consult among themselves with a view to having the dispute resolved by negotiation or other peaceful means of their own choice in accordance with the United Nations Charter.

3.7 This Agreement shall be interpreted and applied in good faith in accordance with the ordinary meaning to be given to the terms of the agreement in their context and in the light of its object and purposes.

This Agreement, done in the English language on 30 May 1995 in Beijing, shall be deposited with the Secretary General of the United Nations, who shall transmit a certified copy to each Contracting Party and shall register the Agreement with the Secretariat of the United Nations.

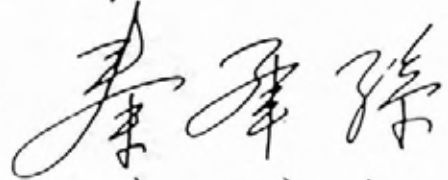
For the Government of the Democratic People's Republic of Korea

Signature:



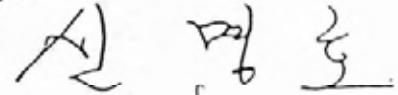
For the Government of the People's Republic of China

Signature:



For the Government of the Republic of Korea

Signature:



For the Government of Mongolia

Signature:



For the Government of the Russian Federation

Signature:



Signed in New York on 6 December 1995.

# **Procedural Rules for Consultative Commission**

# PROCEDURAL RULES FOR THE TUMEN REGION CONSULTATIVE COMMISSION

Endorsed by the Consultative Commission at its Meeting in Beijing on 21 October 1996.

Chairperson: Assistant Minister Long Yongtu (China)

*The following Procedural Rules are intended to govern the operation of the Consultative Commission in implementing the Agreement on the Establishment of the Consultative Commission for the Development of the Tumen River Economic Development Area and Northeast Asia [hereafter "Consultative Commission Agreement"].*

## I. ORGANISATION

### Rule 1

#### *Composition*

The Consultative Commission consists of the Governments of the People's Republic of China, the Democratic People's Republic of Korea, Mongolia, the Republic of Korea and the Russian Federation, as well as such new Contracting Parties as may be admitted in accordance with the present Procedural Rules.

### Rule 2

#### *Members*

In accordance with *Article 22* of the Consultative Commission Agreement, the Consultative Commission will be composed of a government official at

the Vice-Ministerial level and three other officials from each Contracting Party. The respective governments will advise in writing both the Chairperson of the Consultative Commission and the Director of the Secretariat the names and positions of their officially nominated Members.

### Rule 3

#### *Changes in Membership*

Any change in Membership will be advised by the respective governments in advance in writing to both the Chairperson of the Consultative Commission and the Director of the Secretariat.

### Rule 4

#### *Admission of New Contracting Parties*

The Contracting Parties may by consensus invite any other interested government in Northeast Asia to accede to the Consultative Commission Agreement and become a Contracting Party to the Consultative Commission.

### Rule 5

#### *Powers*

The Members will represent their respective governments in carrying out the functions of the Consultative Commission as stipulated in the Consultative Commission Agreement.

### Rule 6

#### *Chairperson*

In accordance with Article 2.7 of the Consultative Commission Agreement, the Chairperson of the Consultative Commission will serve for a term of one year beginning from the date of formal establishment of the Consultative Commission. The position will rotate among the Contracting Parties in alphabetical order of country name in the English language



(according to **United** Nations usage). The most senior Member from each Contracting Party or other member designated by the government concerned will serve as Chairperson.

### **Rule 7**

#### *Subordinate Bodies*

In accordance **with Article 25** of the Consultative Commission Agreement, the Consultative Commission may establish subordinate bodies to facilitate its work **and** provide specific mandates for their activities. **Any** Working Group so established **will** be assisted by the **Secretariat** in carrying out its mandate and will report to the Consultative Commission.

### **Rule 8**

#### *Secretariat*

In accordance with *Article 29* of the Consultative Commission Agreement, and pursuant to a decision of the Fifth Programme Management Committee Meeting in **Beijing**, there will be an amalgamated Secretariat for the Consultative Commission and Coordination Committee. The Secretariat will provide administrative and other support to the Consultative Commission, and will be responsible for carrying out agreed work plans.

## **II. SESSIONS**

### **Rule 9**

#### *Director of Secretariat*

The Consultative Commission and the Coordination Committee, in consultation **with** UNDP, will appoint the Director of the Secretariat by consensus for a term of two years. Unless specifically determined otherwise, the Consultative Commission will delegate to the Director the necessary **authority** to act on its **behalf**, subject to compliance with the provisions of relevant United Nations administrative, staff and financial regulations, and

regular reporting to the Consultative Commission. The Director will also **perform** such other administrative duties as are necessary for the effective functioning of the Consultative **Commission**.

## **Rule 10**

### ***Regular Sessions***

In accordance with *Article 2.6* of the Consultative Commission Agreement, the Consultative **Commission** will convene two Regular Sessions in each of the **first** two years following its establishment. Thereafter, Regular Sessions will be held as frequently as decided by consensus of the Contracting Parties, but not less frequently than once a **year**. The Working Sessions will be held in April at the same venue as the Secretariat and the Plenary Sessions in September at a venue in the country of the respective Chairperson, unless alternative dates and venues are agreed by the Contracting Parties at least six weeks in advance.

## **Rule 11**

### ***Extraordinary Sessions***

In accordance with Article 2.6 of the Consultative Commission Agreement, a Contracting Party, if it has the support of at least two other Contracting Parties, may request in writing the convening of an Extraordinary Session. Providing this stipulation is met, the Chairperson of the Consultative Commission will proceed to convene an Extraordinary Session not less than thirty days hence, at a mutually agreeable **date** and venue. The Contracting **Party** which has requested the Extraordinary Session will provide both the Chairperson of the Consultative Commission and the Director of the Secretariat particulars of the reason for the request, together with any supporting material, which will be distributed to the other Contracting Parties.

## **Rule 12**

### ***Session Expenses***

All expenses relating to the attendance of Members at both Regular Sessions and Extraordinary Sessions of the Consultative Commission will be met by the Secretariat budget. All expenses relating to the attendance of advisers and observers at Sessions of the Consultative Commission will be met by **the** respective governments and agencies.

## **Rule 13**

### ***Notification of Meeting and Agenda***

The Chairperson will request the Director of the Secretariat to prepare and send to each of the Members a Notice of Meeting, a draft Agenda and supporting documentation at least six weeks prior to a Regular Session and thirty days prior to an Extraordinary Session.

## **Rule 14**

### ***Attendance***

Both Regular and Extraordinary Sessions of the Consultative Commission will not be open to the public, unless otherwise decided by consensus. Sessions will be attended by all Members and presided over by the Chairperson. The Director of the Secretariat and at least one other Secretariat staff member will attend Sessions of the Consultative Commission as Secretary and rapporteur respectively. Contracting Parties may nominate Experts and Advisors to participate in Sessions of the Consultative **Commission**.

## **Rule 15**

### ***Observers***

The Consultative Commission may invite Observer countries and agencies

to send representatives to both Regular and Extraordinary Sessions and may invite by consensus other governments, agencies and inter-governmental organisations to send observers. In accordance with *Article 2.11* of the Consultative Commission Agreement, Observers are not permitted to participate in the decision-making of the **Consultative** Commission. The Consultative Commission may declare by consensus any particular Session as closed to observers. in which event any observers may be requested to withdraw ~~from~~ that particular Session.

#### Rule 16

##### *Official Language*

In accordance with *Article 2.12* of the Consultative Commission Agreement. both Regular and Extraordinary Sessions of the Consultative Commission will be conducted in the English language. If, for any reason, it is decided to use one or more of the languages of the Contracting Parties, simultaneous interpretation and translating services will be provided by the requesting country at its expense.

### III. DECISIONS

#### Rule 17

##### *Consensus Rule*

In accordance with *Article 2.8* of the Consultative Commission Agreement, all decisions will be made by consensus. Any decisions of a Subordinate Body established under *Article 2.5* of the Consultative Commission Agreement will also be made by consensus.

#### Rule 18

##### *Minutes*

Written Minutes of both Regular and Extraordinary Sessions of the **Consultative Commission** will be kept and distributed to Contracting Parties.

**Original copies** of all **Minutes** will be maintained by the Secretariat as a permanent **record** of **proceedings**.

#### Rule 19

#### *Implementation of Decisions*

All decisions adopted at Sessions of the Consultative Commission will contain clear directions as to responsibility for implementation. The Secretariat will oversee implementation of Consultative Commission decisions.

### **IV. DONOR SUPPORT**

#### Rule 20

#### *UNDP Tumen Trust Fund*

Each Contracting Party will nominate a representative from amongst its Members to sit on the Advisory Body to be established to provide guidance to the Fund Manager in the allocation of funds.

### **V. GENERAL PROVISIONS**

#### Rule 21

#### *International Obligations*

Membership of the Consultative **Commission** will not in any way infringe on any international obligation, be it of a legal or political nature, undertaken by any of the Contracting Parties.

#### Rule 22

#### *Amendment*

These Procedural Rules **may** be **amended** by the Consultative Commission by consensus, Any such amendment will be notified by the Secretariat to each Contracting Party.