PHẦN VĂN BẢN KHÁC

BỘ NGOẠI GIAO

BỘ NGOẠI GIAO **CỘNG HÒA XÃ HỘI CHỦ NGHĨA VIỆT NAM**
Độc lập - Tự do - Hạnh phúc

Số: 30/2016/TB-LPQT *Hà Nội, ngày 30 tháng 5 năm 2016*

THÔNG BÁO
Về việc điều ước quốc tế có hiệu lực

Thực hiện quy định tại khoản 3 Điều 47 của Luật Ký kết, gia nhập và thực hiện điều ước quốc tế năm 2005, Bộ Ngoại giao trân trọng thông báo:

Hiệp định thành lập Cơ quan nghiên cứu kinh tế vĩ mô ASEAN + 3 (Agreement Establishing ASEAN + 3 Macroeconomic Research Office) ký ngày 10 tháng 10 năm 2014 tại Oa-xinh-tơn có hiệu lực với Việt Nam kể từ ngày 09 tháng 02 năm 2016.

Khi tham gia Hiệp định thành lập Cơ quan nghiên cứu kinh tế vĩ mô ASEAN+3 (AMRO), Cộng hòa xã hội chủ nghĩa Việt Nam tuyên bố:

"Tại Điều 19 Việt Nam sẽ áp dụng nội luật đối với việc đánh thuế lên lương và thù lao của công dân Việt Nam làm việc cho AMRO nếu AMRO thành lập văn phòng tại Việt Nam".

Bộ Ngoại giao trân trọng gửi bản sao chứng thực Hiệp định theo quy định tại Điều 68 của Luật nêu trên./.

TL. BỘ TRƯỞNG
KT. VỤ TRƯỞNG
VỤ LUẬT PHÁP VÀ ĐIỀU ƯỚC QUỐC TẾ
PHÓ VỤ TRƯỞNG

Nguyễn Văn Ngự

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

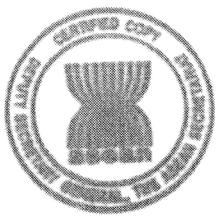
(1) Each member shall provide AMRO with relevant information and assistance as may reasonably be required for its surveillance and other activities provided for under Article 3 to the extent permissible under its applicable laws and regulations. Members shall be under no obligation to provide information 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.

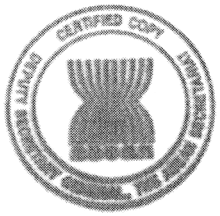
Article 13
Budget and Finance

(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 (90th) 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.

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 Depository, 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^{th}) 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.

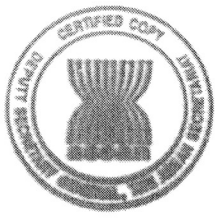
(4) Withdrawal by a member shall become effective, and its membership shall cease, on the date specified in its notice but in no event earlier than six (6) months after the date that notice has been received by Headquarters of AMRO.

Article 28
Transitional Arrangement

The Executive Commlttee 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.

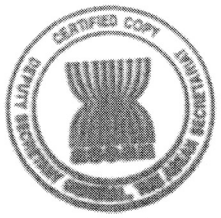
Done in Washington, District of Columbia, United States of America on the tenth day of October in the year two thousand and fourteen in a single original in the English language which shall be deposited with the Secretary-General of the Association of Southeast Asian Nations in accordance with Article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



For the Government of Brunei Darussalam

For the Government of the Kingdom of Cambodia

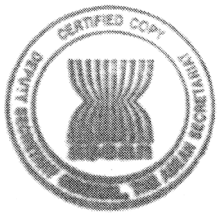
For the Government of the Republic of Indonesia



For the Government of the Lao People's Democratic Republic

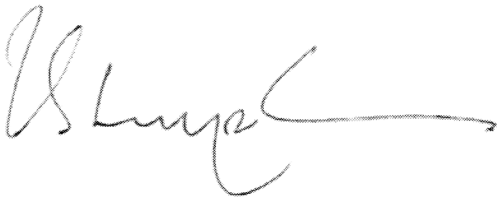
For the Government of Malaysia

For the Government of the Republic of the Union of Myanmar

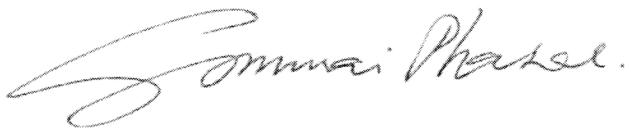


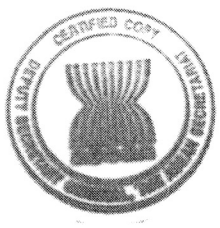
For the Government of the Republic of the Philippines

For the Government of the Republic of Singapore



For the Government of the Kingdom of Thailand



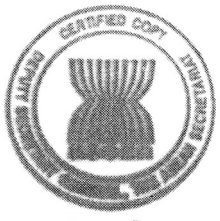


For the Government of the Socialist Republic of Viet Nam

For the Government of the People's Republic of China

楼继伟

For the Government of Japan



For the Government of the Republic of Korea

For the Government of Hong Kong, China

I hereby certify that the foregoing text is a true copy of the Agreement Establishing the ASEAN + 3 Macroeconomic Research Office ("AMRO"), 2014, concluded in Washington, District of Columbia, United States of America, on 10 October 2014, the original of which has been deposited with the Secretary-General of ASEAN:

For the Secretary-General of ASEAN
Deputy Secretary-General
Community and Corporate Affairs Department
ASEAN Secretariat
17 October 2014

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
Plus 3			**80.00**	**9.60**	**192.00**	**201.60**	**71.59**
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
ASEAN			**20.00**	**32.00**	**48.000**	**80.00**	**28.41**
Total			**100.00**	**41.60**	**240.00**	**281.60**	**100.00**