



KEPUTUSAN PRESIDEN REPUBLIK INDONESIA
NOMOR 32 TAHUN 1989
TENTANG
PENGESAHAN AGREEMENT ESTABLISHING THE ASIA-PASIFIC
INSTITUTE FOR BROADCASTING DEVELOPMENT
BESERTA BERUBAHANNYA

PRESIDEN REPUBLIK INDONESIA,

- Menimbang :
- a. bahwa kerjasama internasional di bidang sistem penyiaran radio dan televisi akan meningkatkan kemampuan sistem penyiaran radio dan televisi nasional yang berfungsi menyebarkan informasi, memajukan pendidikan dan memotivasi perubahan sosial;
 - b. bahwa di Kuala Lumpur, Malaysia, pada tanggal 12 Agustus 1977 telah diterima Agreement Establishing the Asia-Pasific Institute for Broadcasting Development sebagai hasil The Intergovernmental Meeting on the Asia-Pasific Institute for Broadcasting Development, yang bertujuan membantu meningkatkan kemampuan sistem penyiaran radio dan televisi di bidang pendidikan dan pengembangan bagi negara-negara di kawasan Asia-Pasifik;
 - c. bahwa pada tanggal 12 Agustus 1978 Pemerintah Republik Indonesia telah menandatangani Agreement tersebut;
 - d. bahwa Agreement tersebut pada tanggal 11 September 1986 sudah diubah sesuai dengan Keputusan sidang ke-11 the Governing Council di New Delhi, India, dan Ketua Dewan Perwakilan Rakyat Nomor 2826/HK/1960 tanggal 22 Agustus 1960, dipandang perlu untuk mengesahkan Agreement beserta perubahannya tersebut dengan Keputusan Presiden;

Mengingat : Pasal 4 ayat (1) dan Pasal 11 Undang-undang Dasar 1945;

MEMUTUSKAN :

Menetapkan : KEPUTUSAN PRESIDEN REPUBLIK INDONESIA TENTANG PENGESAHAN AGREEMENT ESTABLISHING THE ASIA-PASIFIC INSTITUTE FOR BROADCASTING DEVELOPMENT, BESERTA PERUBAHANNYA.

Pasal 1

Mengesahkan Agreement Establishing the Asia-Pasific Institute for Brodcasting Development, yang diterima di Kuala Lumppur, Malaysia, tanggal 12 Agustus 1977, sebagai hasil The Intergovernmental Meeting on the Asia-Pasific Institute for Broadcasting dan telah ditandatangani Pemerintah Indonesia pada tanggal 12 Agustus 1978 beserta perubahannya yang salinan naskah aslinya dalam bahasa Inggris sebagaimana terlampir pada Keputusan Presiden ini.

Pasal 2

Keputusan Presiden ini mulai berlaku pada tanggal ditetapkan.

Agar setiap orang mengetahuinya, memerintahkan pengundangan Keputusan Presiden ini dengan penempatannya dalam Lembaran Negara Republik Indonesia.

Ditetapkan di Jakarta
pada tanggal 28 Juni 1989

PRESIDEN REPUBLIK INDONESIA

SOEHARTO

Diundangkan di Jakarta
pada tanggal 28 Juni 1989

MENTERI/SEKRETARIS NEGARA
REPUBLIK INDONESIA

MOERDIONO

LEMBARAN NEGARA REPUBLIK INDONESIA TAHUN 1989 NOMOR 19

AGREEMENT
ESTABLISHING THE

ASIA-PACIFIC INSTITUTE
FOR
BROADCASTING DEVELOPMENT

PREAMBLE

The Contracting Parties

Recognizing that, in the process of development, mass communication has an important and enriching to make, by transmitting information, increasing and enriching educational opportunities, and motivating social change;

Realizing that, among mass communication channels, broadcasting - both radio and television - assumes a high priority, as a principal and sometimes unique means off communicating instantaneously with the majority of people in a nation;

Understanding that, if the potential of broadcasting in supporting education and development is to be realized, capable and professional broadcasting systems and practitioners, committed to development priorities, are needed;

Emphasizing that, in this task, the systematic training of broadcasters at all levels is a major concern;

Convinced that, in strengthening national capacities for broadcasting in the services of development, the establishment of a regional institute ffor broadcasting development would constitute a major step forward;

Hereby agree as follows:

INTERPRETATION

In this Agreement unless the context otherwise requires :

"Institute' means the Asia-Pacific Institute for Broadcasting Development established in accordance with various UNESCO and ABU resolutions;

"AIBD' means the Asia-Pacific Institute for Broadcasting Development;

"Director" means the chief executive of the Institute appointed by the Governing Council;

"Executing Agency" means the United Nations, with UNESCO acting as its agency in collaboration with the Food and Agriculture Organization off the United Nations and the International Telecommunication Union;

"Governing Council" means the Governing Council of the Institute established under article 7;

"Gross operational expenditure" the annual amount spent by national broadcasting organization on the operation of its radio and/or television systems exclusive of capital expenditures on equipment and buildings;

"Members and associate members" all members and associate members of the United Nations Economic and Social Commission for Asia and the Pacific, who shall be eligible for membership of the Institute on becoming a party to this Agreement, shall retain a status equivalent to that in ESCAP;

"National centres and national institutes" means centres or institutes concerned with the training of broadcasters/practitioners in member countries;

"Participating Country" means a country which is a member or associate member state of ESCAP, which is within its geographical scope and agrees to pay its contribution in cash towards the operation of the Institute;

"Project" means the Project for the provision of UNDP assistance;

"Project Documents" means the documents relating to the Institute which have been prepared for approval by the competent bodies;

"Sponsor" means the agency/institution/organization that funds a course/an activity/a programme;

"UNDP" means the United Nations Development Programme.

Article 1

ESTABLISHMENT

The "Asia-Pacific Institute for Broadcasting Development" (hereinafter referred to as the "Institute") is hereby established, having the membership, objectives, functions and powers hereinafter prescribed.

Article 2

MEMBERSHIP

All countries which are members and associate members of the United Nations Economic and Social Commission for Asia and the Pacific shall be eligible for membership of the Institute. Any such country or its designated broadcasting authority on becoming a party to this Agreement in accordance with the provisions of articles 14 or 17 of this Agreement, shall become a member of the Institute.

Article 3

OBJECTIVES

The objectives of the Institute shall be :

- (a) To assist countries members of the Institute (hereinafter referred to as "member countries") to improve the professional capability of their broadcasting systems, through systematic and research programmes consistent with their national development goals;
- (b) To orient the work of broadcasting organizations and practitioners in member countries towards educational and development goals;
- (c) To evolve methods, techniques and material resources which will allow them to operate more effectively to these ends; and

- (d) To create a network of collaborating institutions in the field of broadcasting development, training and research.

Article 4

FUNCTIONS

For the realization of the objective defined in the preceding article, the Institute shall:

- (a) Organize training courses, seminars and study courses for broadcasting personnel of member countries, at both regional and national levels designed to develop their professional capability;
- (b) Produce curricula, materials and methodologies related to development-oriented broadcasting training;
- (c) Undertake research and comparative studies on broadcasting problems related to the social and economic development of member countries;
- (d) Produce prototype and model programmes directed towards education and development goals;
- (e) Organize the collection, analysis and dissemination of information on broadcasting and related topics; and
- (f) Provide advisory and consultancy services, on request, to member countries.

Article 5

LOCATION

The Institute shall have its headquarters at Kuala Lumpur, Malaysia.

Article 6

LEGAL STATUS

The Institute shall possess juridical personality. It shall have the capacity to :

- (a) Contract;
- (b) Acquire and dispose of immovable and movable property; and
- (c) Institute legal proceedings.

Article 7

THE GOVERNING COUNCIL

1. There shall be a Governing Council for the Institute consisting of the following:
 - (a) Ten members who shall be representatives drawn from member countries, elected initially by an intergovernmental meeting open to all countries which are members and associate members of the United Nations Economic and Social Commission for Asia and the Pacific. At the end of the first period of two years one half of the elected

members will retire, the choice to be made by lot. Thereafter, the five longest serving members will retire at the end of each period of two years. The vacancies thereby created will be filled by a postal vote of member countries.

Retiring members will be eligible for re-election;

- (b) A representative of the host government, Malaysia;
 - (c) A representative of the Asia-Pacific Broadcasting Union, who shall be a non-voting member;
 - (d) A representative of the United Development Programme, who shall be a non-voting member;
 - (e) A representative of the United Development Educational, Scientific and Cultural Organization, who shall be a non-voting member;
 - (f) A representative of the International Telecommunication Union who shall be a non-voting member;
 - (g) Such other non-voting members representing donor governments or co-operating organizations as the Governing Council may invite in recognition of their contributions to the Institute;
 - (h) The Director of the Institute, who shall be a non-voting member and who shall act as secretary of the council.
2. The powers of the Governing Council shall be :
- (a) To elect its chairman once in two years;
 - (b) To provide policy decisions and guidance to the Director regarding the operation and management of the Institute;
 - (c) To approve the budget of the Institute;
 - (d) To approve the work programme of the Institute;
 - (e) To approve the Institute's administrative, financial and staff regulations; and
 - (f) To perform such other functions as are assigned to the Council by this Agreement.
3. All members of the Institute who are not members of the Governing Council shall have the right to participate in the Governing Council meetings as observers.

Article 8

THE DIRECTOR AND STAFF

- 1. The Institute shall have a Director who shall be appointed by the Governing Council;
- 2. The Director shall be responsible for the execution of the decisions and directives of the Governing Council, for the preparation of the Institute's draft work programme and budget, for the execution of the Institute's work programme, and for the general control, direction and management of the affairs of the Institute.
- 3. The Governing Council shall make appointments to all professional posts on the staff of the Institute provided, however, that the Director may make short-term appointments of such staff for periods not exceeding three months and report such appointments to the Governing Council.
- 4. The Director shall have the power to make appointments to all posts in the non-professional cadre of the Institute.

Article 9

FINANCE

1. There shall be established a fund to be called the AIBD Fund into which shall be paid subscriptions of members and associate members. The Governing Council may determine from time to time, the value of the basic unit of manual contribution by members. Members may elect the number of units they contribute, the minimum being one unit.
2. Other contributions by way of assistance received from governments, broadcasting, academic and research organizations, foundations and international institutions shall be paid into the AIBD Fund as shall;
 - (a) Contribution received from UNDP;
 - (b) Fees paid to the Institute by non-participating countries or organizations, in respect of training places, at rates to be determined by the Governing Council; and
 - (c) Any other monies received by the Institute.
3. All expenditures incurred by the Institute on the execution of its functions shall be met from the AIBD Fund.
4. All withdrawal of monies from this Fund shall be on the authority of the approved budget and the specific authority of the Director or of an officer designated for this purpose by the Director.
5. The Director of the Institute shall be responsible for the proper management of the Institute's finances in accordance with the budget and the financial regulations approved by the Governing Council, and shall submit annual accounts of the income and expenditure off the AIBD Fund to the Governing Council.

Article 10

GENERAL PROVISIONS

Subject to the provisions of this Agreement, the Director shall adopt, with the approval of the Governing Council such regulations, including financial and staff regulations, as are necessary to carry out the provisions of this Agreement.

Article 11

FACILITIES, PRIVILEGES AND IMMUNITIES

1. The Government of Malaysia shall provide the Institute with accommodation, physical and technical facilities as well as supporting staff in accordance with such agreements as may be reached between the Government and the Institute.
2. (a) The Institute and its employees shall be granted such status, privileges and immunities as are reasonably necessary for the fulfilment of their functions including but not limited to the following:

- (i) Immunity from every from of legal process for the Institute;
 - (ii) Exemption from all forms of taxation on the assets, income and other property off the Institute;
 - (iii) Immunity from legal process for the Institute employees in respect of all acts performed by them in their official capacity; and;
 - (iv) In respect of exemption from taxation on their remuneration from the Institute, arrangements which would ensure equity among the Contracting Parties and equality among the employees of the Institute.
- (b) For the purpose of fulfilling the provisions of paragraph (a) above, the Contracting Parties undertake as soon as possible to enter into an agreement establishing the necessary status and privileges and immunities additional to those mentioned in paragraphs (i) through (iv) inclusive of that paragraph.

Article 12

RELATIONS WITH OTHER NATIONAL AND REGIONAL INSTITUTIONS AND INTERNATIONAL ORGANIZATIONS

The Institute may in pursuance of its objectives and the performance of its functions, conclude a suitable agreement for co-operation with any national or international organization with a view to providing a means of close and effective collaboration between itself and such an organization.

Article 13

AMENDMENTS

Any Contracting Party to this Agreement may propose amendments to this Agreement. Amendments shall enter into force for each Contracting Party accepting the amendments upon their acceptance by a majority of the Contracting Parties, and thereafter for each remaining Contracting Party on the date acceptance by such Contracting Party.

Article 14

SIGNATURE

1. This Agreement shall be open for signature to members and associate members of the United Nations Economic and Social Commission for Asia and the Pacific.
2. Where associate members are not fully responsible for the conduct of their international relations and where the Government of the State responsible for the conduct of the international relations of the associate member's behalf, the associate member shall at the time of signing or acceding to this Agreement present an instrument issued by the Government of the State responsible for the conduct of the international relations of the associate member confirming that the associate member has authority

to conclude this Agreement and to assume rights and obligations under it.

3. Signatures affixed individually on behalf of members or associate members of the United Nations Economic and Social Commission for Asia and the Pacific under the separate texts of this Agreement that were established in August 1977 by the Asia-Pacific Institute for Broadcasting Development shall be considered as tantamount to signature under paragraph 1 above provided that no expression of contrary intention has been received by the Secretary-General of the United Nations. Signatories of the texts established in August 1977 shall, however, have the option to sign the original of this Agreement established by the Secretary-General in confirmation of their signature affixed under the text established in August 1977.

Article 15

RATIFICATION

This Agreement shall be subject to ratification or acceptance by signatories. Instruments of ratification or acceptance shall be deposited with the Secretary-General of the United Nations.

Article 16

ENTRY INTO FORCE

This Agreement shall enter into force upon deposit of instruments of ratification or acceptance by five signatory governments including the Government of Malaysia.

Article 17

ACCESSION

Members and Associate Members of the United Nations Economic and Social Commission for Asia and the Pacific who have not signed this Agreement before its entry into force in accordance with article 16 above may accede to this Agreement by deposit of an instrument of accession with the Secretary-General of the United Nations.

Article 18

DEPOSIT OF THE AGREEMENT

This Agreement, the original of which is in English only, shall be deposited with the Secretary-General of the United Nations.

This Secretary-General shall notify the Contracting Parties of each deposit of an instrument of ratification or acceptance or accession and of the date on which this Agreement enters into force.

Certified copies of this Agreement shall be transmitted by the Secretary-General to all signatories and acceding governments

Text established by the Secretary-General on 2 November 1979.

In the name of Afghanistan :

In the name of Australia :

In the name of Bangladesh :

In the name of Bhutan :

In the name of Brunei :

In the name of Burma :

In the name of India :

In the name of Indonesia :

In the name of Iran :

In the name of Japan :

In the name of Kiribati :

In the name of the Lao People's Democratic Republic :

In the name of Malaysia :

In the name of Maldives :

In the name of Mongolia :

In the name of Nauru :

In the name of Nepal :

In the name of Netherlands:

In the name of the new Hebrides :

In the name of New Zealand :

In the name of Niue :

In the name of Pakistan :

In the name of Papua New Guinea :

In the name of the Philippines :

In the name of the Republic of Korea :

In the name of Samoa :

In the name of Singapore :

In the name of the Solomon Islands :

In the name of Sri Lanka :

In the name of Thailand :

In the name of Tonga :

In the name of the Trust Territory of the Pacific Islands :

In the name of Tuvalu :

In the name of the Union of Soviet Socialist Republics :

In the name of the United Kingdom of Great Britain and Northern Ireland:

In the name of the United States of America :

In the name of Viet Nam :

AGREEMENT ESTABLISHING THE ASIA-PACIFIC INSTITUTE
FOR BROADCASTING DEVELOPMENT
CONCLUDED AT KUALA LUMPUR ON 12 AUGUST 1977

AS AMENDED

PREAMBLE

The Contracting Parties

Recognizing that, in the process of development, mass communication has an important and enriching to make, by transmitting information, increasing and enriching educational opportunities, and motivating social change;

Realizing that, among mass communication channels, broadcasting - both radio and television - assumes a high priority, as a principal and sometimes unique means off communicating instantaneously with the majority of people in a nation;

Understanding that, if the potential of broadcasting in supporting education and development is to be realized, capable and professional broadcasting systems and practitioners, committed to development priorities, are needed;

Emphasizing that, in this task, the systematic training of broadcasters at all levels is a major concern;

Convinced that, in strengthening national capacities for broadcasting in the services of development, the establishment of a regional institute ffor broadcasting development would constitute a major step forward;

Hereby agree as follows:

INTERPRETATION

In this Agreement unless the context otherwise requires :

"Institute' means the Asia-Pacific Institute for Broadcasting Development established in accordance with various UNESCO and ABU resolutions;

"AIBD' means the Asia-Pacific Institute for Broadcasting Development;

"Director" means the chief executive of the Institute appointed by the Governing Council;

"Executing Agency" means the United Nations, with UNESCO acting as its agency in collaboration with the Food and Agriculture Organization off the United Nations and the International Telecommunication Union;

"Governing Council" means the Governing Council of the Institute established under article 7;

"Gross operational expenditure" the annual amount spent by national broadcasting organization on the operation of its radio and/or television systems exclusive of capital expenditures on equipment and buildings;

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a status equivalent to that in ESCAP;

"National centres and national institutes" means centres or institutes concerned with the training of broadcasters/practitioners in member countries;

"Participating Country" means a country which is a member or associate member state of ESCAP, which is within its geographical scope and agrees to pay its contribution in cash towards the operation of the Institute;

"Project" means the Project for the provision of UNDP assistance;

"Project Documents" means the document relating to the Institute which has been prepared for approval by the competent bodies;

"Sponsor" means the agency/institution/organization that funds a course/an activity/a programme;

"UNDP" means the United Nations Development Programme.

"Original Agreement" means the Agreement Establishing the Asia-Pacific Institute for Broadcasting Development concluded at Kuala Lumpur on 12 August 1977;

"Basic amendments" means the amendments to the original Agreement as reflected in this Agreement.

Article 1

ESTABLISHMENT

The "Asia-Pacific Institute for Broadcasting Development" (hereinafter referred to as the "Institute") established, by the original Agreement has the membership, objectives, functions and powers hereinafter prescribed.

Article 2

MEMBERSHIP

All countries which are members and associate members of the United Nations Economic and Social Commission for Asia and the Pacific shall be eligible for membership of the Institute. Any such country or its designated broadcasting authority, on becoming a party to this Agreement in accordance with the provisions of articles 15 or 16 of this Agreement, shall become a member of the Institute.

Article 3

OBJECTIVES

The objectives of the Institute shall be :

- (a) To assist countries members of the Institute (hereinafter referred to as "member countries") to improve the professional capability of their broadcasting systems, through systematic and research programmes consistent with their national development goals;
- (b) To orient the work of broadcasting organizations and practitioners in member countries towards educational and development goals;
- (c) To evolve methods, techniques and material resources which will allow them to operate

- more effectively to these ends; and
- (d) To create a network of collaborating institutions in the field of broadcasting development, training and research.

Article 4

FUNCTIONS

For the realization of the objective defined in the preceding article, the Institute shall:

- (a) Organize training courses, seminars and study courses for broadcasting personnel of member countries, at both regional and national levels designed to develop their professional capability;
- (b) Produce curricula, materials and methodologies related to development-oriented broadcasting training;
- (c) Undertake research and comparative studies on broadcasting problems related to the social and economic development of member countries;
- (d) Produce prototype and model programmes directed towards education and development goals;
- (e) Organize the collection, analysis and dissemination of information on broadcasting and related topics; and
- (f) Provide advisory and consultancy services, on request, to member countries.

Article 5

LOCATION

The Institute shall have its headquarters at Kuala Lumpur, Malaysia.

Article 6

WORKING LANGUAGE

The official language of the Institute shall be English.

Article 7

LEGAL STATUS

The Institute shall possess juridical personality. It shall have the capacity to :

- (a) Contract;
- (b) Acquire and dispose of immovable and movable property, and
- (c) Institute legal proceedings

Article 8

1. There shall be a Governing Council for the Institute consisting of the following :
 - (a) Ten members who shall be representatives drawn from member countries, elected initially by an intergovernmental meeting open to all countries which are members and associate members of the United Nations Economic and Social Commission for Asia and the Pacific. At the end of the first period of two years one half of the elected members will retire, the choice to be made by lot. Thereafter, the five longest serving members will retire at the end of each period of two years. The vacancies thereby created will be filled by a postal vote of member countries. Retiring members will be eligible for re-election;
 - (b) A representative of the host government, Malaysia;
 - (c) A representative of the Asia-Pacific Broadcasting Union, who shall be a non-voting member;
 - (d) A representative of the United Nations Development Programme, who shall be a non-voting member;
 - (e) A representative of the United Nations Educational, Scientific and Cultural Organization; who shall be a non-voting member;
 - (f) A representative of the International Telecommunication Union who shall be a non-voting member;
 - (g) Such other non-voting members representing donor governments or co-operating organizations as the Governing Council may invite in recognition of their contributions to the Institute; and
 - (h) The Director of the Institute, who shall be a non-voting member and who shall act as secretary of the Council.
2. The powers of the Governing Council .
 - (a) To elect its chairman once in two years;
 - (b) To provide policy decisions and guidance to the Director regarding the operation and management of the Institute;
 - (c) To approve the budget of the Institute;
 - (d) To approve the work programme of the Institute;
 - (e) To approve the Institute's administrative , financial and staff regulations, and
 - (f) To perform such other functions as are assigned to the Council by this Agreement.
3. All members of the Institute who are not members of the Governing Council shall have the right to participate in the Governing Council meetings as observers.

Article 9

THE DIRECTOR AND STAFF

1. The Institute shall have a Director who shall be appointed by the Governing Council.
2. The Director shall be responsible for the execution of the decisions and directives of the Governing Council, for the preparation of the Institute's draft work programme and budget, for the execution of the Institute's work programme, and for the general control, direction and management of the affairs of the Institute.
3. The Governing Council shall make appointments to all professional posts on the staff of

the Institute provided, however, that the Director may make short-term appointments of such staff for periods not exceeding three months and report such appointments to the Governing Council.

4. The Director shall have the power to make appointments to all posts in the non-professional cadre of the Institute.

Article 19

FINANCE

1. There shall be established a fund to be called the AIBD Fund into which shall be paid subscriptions of members and associate members. The Governing Council may determine from time to time, the value of the basic unit of annual contribution by members. Members may elect the number of units they contribute, the minimum being one unit.
2. Other contribution by way of assistance received from governments, broadcasting, academic and research organizations, foundations and international institutions shall be paid into the AIBD Fund as shall:
 - (a) Contribution received from UNDP;
 - (b) Fees paid to the Institute by non-participating countries or organizations, in respect of training places, at rates to be determined by the Governing Council, and
 - (c) Any other monies received by the Institute.
3. All expenditures incurred by the Institute on the execution of its functions shall be met from the AIBD Fund.
4. All withdrawal of monies from this Fund be on the authority of the approved budget and the specific authority of the Director or of an officer designated for this purpose by the Director.
5. The Director of the Institute shall be responsible for the proper management of the Institute's finances in accordance with the budget and the financial regulations approved by the Governing Council, and shall submit annual accounts of the income and expenditure of the AIBD Fund to the Governing Council.

Article 11

GENERAL PROVISIONS

Subject to the provisions of this Agreement, the Director shall adopt, with the approval of the Governing Council such regulations, including financial and staff regulations, as are necessary to carry out the provisions of this Agreement.

Article 12

FACILITIES, PRIVILEGES AND IMMUNITIES

1. The Government of Malaysia shall provide the Institute with accommodations, physical and technical facilities as well as supporting staff in accordance with such agreements as may be reached between the Government and the Institute.
2. (a) The Institute and its employees shall be granted such status, privileges and immunities as are reasonably necessary for the fulfilment of their functions including but not limited to the following:
 - (i) Immunity from every form of legal process for the Institute;
 - (ii) Exemption from all forms of taxation on the assets, income and other property of the Institute;
 - (iii) Immunity from legal process for the Institute employees in respect of all acts performed by them in their official capacity; and
 - (iv) In respect of exemption from taxation on their remuneration from the Institute, arrangements which would ensure equity among the Contracting Parties and equality among the employees of the Institute.
- (b) For the purpose of fulfilling the provisions of subparagraph (a) above, the Contracting Parties undertake as soon as possible to enter into an agreement establishing the necessary status and privileges and immunities additional to those mentioned under (i) through (iv) inclusive in that subparagraph.

Article 13

RELATIONS WITH OTHER NATIONAL AND REGIONAL INSTITUTIONS AND INTERNATIONAL ORGANIZATIONS

The Institute may, in pursuance of its objectives and the performance of its functions, conclude a suitable agreement for co-operation with any national or international organization with a view to providing a means of close and effective collaboration between itself and such an organization.

Article 14

AMENDMENTS

1. Any Contracting Party may propose amendments to this Agreement through the Secretary-General of the United Nations. The text of proposed amendments shall be communicated by the Secretary-General to the Contracting Parties and to the Director, who shall submit them to the Governing Council. Amendments as adopted by the Governing Council shall be communicated by the Director to the Secretary-General of the United Nations and shall be circulated by the latter among all Contracting Parties. Amendments shall, subject to paragraph 2 of this article, enter into force for all Contracting Parties three months after acceptance by a two-thirds majority of the Contracting Parties.

2. Unless the Council determines that the amendment is of such a nature as to require implementation by all Contracting Parties, a Contracting Party shall not be bound by an amendment if, before its entry into force, it so notifies the Depositary.
3. Any country becoming a Contracting Party after the adoption of an amendment but before its entry into force shall, failing notification of a contrary intention, become bound by the Agreement as amended.

Article 15

RATIFICATION OR ACCEPTANCE BY SIGNATORIES OF, OR CONTRACTING PARTIES TO, THE ORIGINAL AGREEMENT

1. If a signatory of, or a Contracting Party to, the original Agreement accepts the basic amendments thereto, such acceptance shall be deemed to constitute acceptance of this Agreements.
2. If a signatory off the original Agreement that did not become a Contracting Party thereto before the entry into force of this Agreement ratifies or accepts this Agreement, such ratification or acceptance shall be deemed to constitute acceptance of the basic amendments for the purpose of article 13 of the original Agreement.

Article 16

ACCESSION BY OTHERS THAN SIGNATORIES OF THE ORIGINAL AGREEMENT

1. This Agreement shall be open for accession to members and associate members of the United Nations Economic and Social Commission for Asia and the Pacific that have not signed the original Agreement before its entry into force.
2. Where an associate member is not fully responsible for the conduct of the international relations of the associate member does not accede to this Agreements on the associate member's behalf, the associate member shall at the time of acceding to this Agreement present an instrument issued by the Government of the State responsible for he conduct of the international relations of the associate member confirming that the associate member has authority to enter into this Agreement aand to assume rights and obligations under it.

Article 17

ENTRY INTO FORCE

1. This Agreement shall enter into force upon acceptance of the basic amendements by all Contracting Parties to the original Agreement.
2. As of the date of its entry into force thiss Agreement shall supersede the original Agreement.

Article 18

No reservation shall be admitted or maintained in respect of any provision of this Agreement without the approval of the Governing Council.

Article 19

WITHDRAWAL

1. A member may withdraw from the Institute by written notification to the Depositary, who shall inform all other Contracting Parties as well as the Director of the Institute.
2. The withdrawal shall take effect upon the expiration of twelve months from the date on which the written notification is received by the Depositary. At that time, the member concerned shall cease to be a Contracting Party to this Agreement.

Article 20

DEPOSITARY

This Agreement, the original of which is in Chinese, English, French and Russian, as well as instruments of ratification, acceptance or accession in respect thereof, shall be deposited with the Secretary-General of the United Nations.

The Depositary shall notify the Contracting Parties of each deposit of an instrument of ratification or acceptance or accession and of the date on which this Agreement enters into force.

Certified copies of this Agreement shall be transmitted by the Depositary to all members and associate members of the United Nations Economic and Social Commission for Asia and the Pacific.

I here by certify that the foregoing text is a true copy of the Agreement Establishing the Asia-Pacific Institute for Broadcasting Development, concluded at Kuala Lumpur on 12 August 1977, as amended on 11 September 1986, the original of which is deposited with the Secretary-General of the United Nations.

Je Certifie que le texte qui pre'cede est une copie conform de l'Accord portant cre'ation de l'Institut de de'veloppement de laa radiodiffusion pour l'Asie et le Pacifique, conclu a' Kuala Lumpur le 12 aogt 1977, tel que modifie' le 11 Septembre 1986, dont l'original se trouve de'pos'e aupree's ddu Secre'taire ge'ne'ral de l'organisation des Nations Unies.

For the Secretary-General,

The Legal Counsel :

Pour le Secre'taire ge'ne'ral,
Le Conseiller juridique :

carl-August Fleischhauer

United Nations, New York
17 September 1986

Organisation des Nations Unies
New York, le 17 September 1986