

**MEMORANDUM OF UNDERSTANDING ON
ESTABLISHING THE ASEAN-CHINA CENTRE BETWEEN
THE GOVERNMENTS OF THE MEMBER STATES OF THE
ASSOCIATION OF SOUTHEAST ASIAN NATIONS AND
THE GOVERNMENT OF
THE PEOPLE'S REPUBLIC OF CHINA**

The Governments of the Member States of the Association of Southeast Asian Nations comprising Brunei Darussalam, the Kingdom of Cambodia, the Republic of Indonesia, the Lao People's Democratic Republic, Malaysia, the Union of Myanmar, the Republic of the Philippines, the Republic of Singapore, the Kingdom of Thailand and the Socialist Republic of Viet Nam (hereinafter referred to collectively as "ASEAN" or "ASEAN Member States") and the Government of the People's Republic of China (hereinafter referred to as "China") (hereinafter referred to collectively as "Contracting Parties" or "Parties"; or singularly as "Contracting Party" or "Party");

RECALLING the thrust of economic cooperation between ASEAN and China which both sides can mutually benefit;

MINDFUL of the Framework Agreement on Comprehensive Economic Cooperation between ASEAN and the People's Republic of China signed in Phnom Penh on 4 November 2002 ("Framework Agreement") as well as the various agreements on trade in goods, services, dispute settlement, investment and other agreements relating to economic cooperation signed between ASEAN and China under the umbrella of the Framework and the Joint Declaration of the Heads of State/Government of Association of Southeast Asian Nations and the People's Republic of China on ASEAN-China Strategic Partnership for Peace and Prosperity signed in Bali on 8 October 2003;

REALIZING the vast potential for economic cooperation between the Contracting Parties;

RECOGNISING that cooperation is based on equity, friendship and mutual benefit;

STRESSING that the areas of cooperation under this Memorandum of Understanding shall be complementary to the activities carried out in other ASEAN-China fora;

HAVE AGREED as follows:

ARTICLE I
Establishment and Location

1. The Contracting Parties shall hereby establish a one-stop information and activities centre known as the ASEAN-China Centre (hereinafter referred to as "the Centre") to promote ASEAN-China cooperation in trade, investment, tourism, education and culture, with active involvement of the private sector. The Centre shall gradually expand to include a more comprehensive array of activities and participants.
2. The Centre shall be a non-profit organisation but be able to raise funds necessary for its operation.
3. The Headquarters of the Centre shall be located in Beijing. Its affiliated centres may be established in ASEAN Member States as well as other parts of China in the future.

ARTICLE II
Objectives

The objectives of the Centre are:

- a) to support the implementation of the Framework Agreement ; and various agreements on trade in goods, services, dispute settlement, investment and other agreements relating to economic cooperation signed under the umbrella of the Framework Agreement;
- b) to enhance two-way trade between ASEAN and China and further cultivate trade partnership in order to jointly promote exports to outside markets and achieve market expansion;
- c) to promote two-way flows of investment between ASEAN and China;
- d) to undertake activities to help investors and businessmen from less developed ASEAN Member States, especially Cambodia, Lao PDR, Myanmar and Viet Nam, in exploring trade and investment opportunities in China;
- e) to promote flows of tourists between ASEAN and China;
- f) to enhance interaction among the business communities of ASEAN and China;
- g) to increase people-to-people contacts, public awareness, mutual understanding, as well as active participation among the ASEAN and Chinese peoples through cultural and educational exchanges; and

- h) to synergise the potentials of ASEAN and China in order to enhance the region's appeal to external partners and facilitate access to ASEAN and Chinese ventures.

ARTICLE III

Roles and Activities

1. To achieve its objectives, the Centre shall work closely with the trade, investment, tourism, education and cultural promotion offices/representatives of ASEAN Member States, particularly those based in China, on undertaking activities that contribute to further enhancing trade, investment, tourism, education and cultural promotion between ASEAN and China.
2. The Centre shall have dual roles, acting as an information centre and an activities centre.
3. The Centre shall undertake the following activities:
 - a) to serve as a central coordinator of information, advice and activities to provide a comprehensive information bank on trade, investment, tourism, culture and education to businesses and peoples of ASEAN and China;
 - b) to serve as a channel for the meaningful exchange of information relevant to the enhancement of trade, investment, tourism and education of the ASEAN Member States and China, including rules and regulations concerning market access, particularly in supporting the development of Small and Medium Enterprises (SMEs);
 - c) to undertake studies in the areas of trade and investment that highlights the benefits of the ASEAN-China Free Trade Area, through comprehensive data and information gathering, analysis, and trends on markets;
 - d) to promote cultures and education by disseminating information on traditional arts, handicrafts, music, dance, drama, movies and languages of ASEAN and China and educational opportunities in ASEAN and China;
 - e) to introduce and publicise products, industries and investment opportunities, tourism resources, culture and education of ASEAN and China to their companies, investors, and peoples by providing consultations, educational advisory services, as well as organising trade and investment exhibitions, tourism fairs, food festivals, art exhibitions and educational exhibition fairs;
 - f) to undertake market survey activities to identify potential markets and areas of cooperation;

- g) to manage the permanent ASEAN Trade, Investment and Tourism Exhibition Hall within the framework of the Centre;
- h) to serve as a central investment promotion unit creating sectoral linkages and facilitating business opportunities between ASEAN and Chinese ventures, especially assisting investors and companies seeking local business partners;
- i) to maintain close cooperation in the fields of trade, investment and tourism with the Governments of ASEAN Member States and China and relevant regional and international organisations;
- j) to facilitate trade and investment missions between ASEAN and China;
- k) to provide a list of related agencies and Government Officials related to the fields of trade, investment and tourism of both ASEAN and China;
- l) to undertake capacity building initiatives to support the promotion of trade, investment and tourism between ASEAN and China;
- m) to support the development of small and medium-sized cultural enterprises in order to promote cultural tourism;
- n) to undertake seminars or workshops on topics related to the facilitation of trade, investments and tourism between China and ASEAN Member States;
- o) to establish a learning centre on arts, culture and language so as to enhance people-to-people contacts and to improve mutual understanding between the peoples and societies of ASEAN and China;
- p) to look into the possibilities of undertaking people-to-people exchange programs related to the fields of trade, investment and tourism;
- q) support programmes that are related to narrowing the development gap in ASEAN Countries; and
- r) to undertake such other activities as may be deemed necessary to achieve the purpose of the Centre.

The initial phases of operation of the Centre are outlined in Annex.

ARTICLE IV Membership

1. The ASEAN Member States and China shall become Members of the Centre by becoming Contracting Parties to this Memorandum of Understanding in accordance with Article XXV.
2. Ventures and organizations can apply, through the ASEAN-China Centre Secretariat, to become Associates of the Centre. The approval criteria, terms and conditions of joining the Centre as

Associates shall be determined by the Joint Council. Ventures and organizations shall pay association dues.

ARTICLE V Organisation

The operation of the Centre shall be governed by three bodies: the policy-making body, the advisory body, and the Secretariat. The policy-making body is the highest authority represented by the Joint Council. The advisory body provides policy advice to the Secretariat and is represented by the Joint Executive Board. The Secretariat is the operating body responsible directly to the Joint Executive Board and the Joint Council.

ARTICLE VI Joint Council

1. The Joint Council shall be the policy-making body and provide policy directives for the Centre.
2. The Joint Council shall comprise the members of the ASEAN-China Joint Cooperation Committee.
3. The Joint Council shall be the supreme organ of the Centre and exercise the powers and functions to:
 - a) determine the general policies governing the activities of the Centre;
 - b) approve the plan of operation and work programme concerning the operation of the Centre;
 - c) approve the annual work programme and the annual budget of revenues and expenditures of the Centre within the framework of the plan of operation and work programme as proposed by the Joint Executive Board;
 - d) approve the annual report on the operation of the Centre;
 - e) determine the powers and functions to be entrusted to the Joint Executive Board;
 - f) approve the appointment of the Secretary-General;
 - g) consider and approve the expansion of areas of cooperation besides those referred to in Article I;
 - h) adopt its own rules and procedure to be the norms and basic regulations for the running of the Centre;
 - i) decide on the disposal of the property and assets of the Centre in case of the dissolution of the Centre, and on any other matters connected with the dissolution; and
 - j) decide on and/or approve other important matters concerning the Centre.

4. All the decisions of the Joint Council shall be made by consensus.

ARTICLE VII

Joint Executive Board

1. The Joint Executive Board shall consist of the ASEAN Beijing Committee and the China Council, which shall be established to include representatives from Chinese agencies involved in trade, investment, tourism, educational and cultural matters.
2. The Joint Executive Board shall exercise the following functions and other functions as and when entrusted by the Joint Council:
 - a) supervise the activities of the Centre so that the decisions of the Joint Council are effectively implemented;
 - b) function as the Advisory Council to offer advice on policy-related matters;
 - c) exercise the power to guide the Secretary-General with the procedure to recruit staff of the Centre; and
 - d) consider and endorse the annual work programme and annual budget of the Centre as prepared by the ASEAN-China Centre Secretariat for consideration and approval of the Joint Council.
3. The Joint Executive Board shall meet regularly or at any time as may be necessary.
4. All the decisions of the Joint Executive Board shall be made by consensus.

ARTICLE VIII

ASEAN-China Centre Secretariat

1. The ASEAN-China Centre Secretariat ("ACCS") shall be an executing body, responsible for the day-to-day operation of the Centre, and produce an annual report to the Joint Council.
2. The ACCS shall consist of a Secretary-General and such professional staff as the Centre may require, who must be nationals of Members.
3. The Secretary-General shall represent the Secretariat as its chief executive and shall be responsible to the Joint Council and the Joint Executive Board.

4. The tenure of the Secretary-General shall be 3 years on a contract basis. He/she shall be selected and approved by the Joint Council.
5. The Secretary-General shall be a national of a Member. He/she shall work full time for the Centre and shall not hold any other position in the government or private organisations.
6. The selection of the first two Secretaries-General shall be on a rotational basis. The first Secretary-General shall be a Chinese national, and the second Secretary-General shall be a national of an ASEAN Member State. Selection of the third Secretary-General, and onwards, shall be open to candidates from any Member of the Centre.
7. The Secretary-General shall execute the annual work programme, administer the annual budget, and implement the decisions of the Joint Council, under the supervision and advice of the Joint Executive Board.
8. The Secretary-General shall prepare an annual report which shall include the annual work programme and the annual budget estimates, and present them for approval to the annual meeting of the Joint Council.
9. The Secretary-General shall recruit Directors as head of divisions. The appointment of Directors shall be approved by the Joint Executive Board. The tenure of Directors shall be on a contract basis and can be renewed by the Joint Executive Board.
10. The terms and conditions of employment of staff shall be set out in staff regulations approved by the Joint Executive Board.

ARTICLE IX

Official Language

The official language of the Centre shall be English.

ARTICLE X

Funding

1. The ASEAN Member States and China shall contribute to the Centre, in accordance with an amount of money to be agreed by Contracting Parties necessary for the operation of the Centre. The Members shall also take into account the importance of maintaining the sustainability of the funding sources with regard to the implementation of the Centre's goals.

2. The expenses borne by China shall be as follows:
 - a) the rent of the office(s) occupied by the Centre in the territory of China; and
 - b) the wages, insurance fees and other expenses necessary to hire staff who are nationals of China.
3. The expenses borne by ASEAN shall be the wages, insurance fees and other expenses necessary to hire staff who are nationals of the ASEAN Member States.
4. The expenses necessary for the Centre to execute its regular functions performed in the territory of China and the expenses necessary for the Centre to carry out activities shall be borne by the Parties in the following proportion: China 90% and ASEAN Member States 10%.
5. The Centre shall secure funding from the Chinese and ASEAN private sector, including rental fees for exhibition space, association dues, activities charges and sponsorship of activities, with the eventual goal of being financially independent to support various activities of the Centre.
6. The statement of financial account of the Centre shall be annually examined and duly approved by external auditor in accordance with international accounting standards.

ARTICLE XI **Juridical Personality**

Under the law of China, the Centre shall possess juridical personality. It shall have the capacity:

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

ARTICLE XII **Privileges and Immunities**

1. The Centre and officials of the Secretariat shall enjoy, in the territory of China, privileges and immunities in accordance with the provisions of Article XIII to XIX. The privileges and immunities provided by this Article and Articles XIII to XIX shall not apply to Associates of the Centre and staff of Associates of the Centre.

2. For the furtherance of the purpose of this Memorandum of Understanding, the Centre may conclude, with one or more Members other than China, agreements on privileges and immunities which shall be approved by the Joint Council.

3. In case of establishment of affiliated centres, the privileges and immunities enjoyed by the affiliated centres, the scope of persons who shall enjoy privileges and immunities, and the privileges and immunities they shall enjoy shall be decided separately by the Joint Council in consultation with the host countries of the affiliated centres before their establishment.

ARTICLE XIII

Privileges and Immunities on Property, Funds and Assets

1. The Centre, its property and assets shall enjoy immunity from proceedings in the courts except in so far as in any particular case it has expressly waived its immunity. It is, however, understood that no waiver of immunity shall imply waiver of immunity in respect of the execution of judgement, for which a separate waiver shall be necessary.

2. The provisions of this paragraph shall not apply in case of civil proceedings related to disputes arising out of contracts and out of damage caused by a vehicle.

3. The archives of the Centre and in general all official papers and documents belonging to it or held by it shall be inviolable. The private papers of the officials of the ASEAN-China Centre shall be held in a place entirely separate from the place where the official papers and documents are held.

4. To facilitate its operation:

- a) the Centre may open or hold accounts in RMB or any other freely convertible currency; and
- b) the Centre may freely transfer its funds or currency from or to China, or within the territory of China, and convert any currency held by it into any other currency, in accordance with the relevant foreign exchange management regulations of China. China shall, in accordance with its relevant laws and regulations, give facilities and assistance to the Centre in transferring funds and operating accounts.

5. In exercising the right as provided for in paragraph 3 above, the Centre shall comply with the formalities laid down in national laws of China and shall pay due regard to any representations made by China in so far as it is considered that effect can be given to such representations without detriment to the interest of the Centre.

6. The Centre, its assets, income and other property shall be:

- a) exempt from all direct taxes except those which are, in fact, no more than charges for public utility services; and
- b) in accordance with relevant regulations of China, exempt from customs duties within the directly necessary quantities approved by the Chinese Customs in respect of articles imported or exported by the Centre for its official use; without the approval of relevant Chinese government agencies, the articles imported under such exemption shall not be transferred, sold or disposed of in any other means in China during the period of customs supervision, and according to the rules, the approved transfer, sale and other disposal of the articles shall go through the procedure of paying taxes or tax exemption at the Customs.

7. While the Centre shall not, as a general rule, claim exemption from excise duties and from taxes on the sale of movable and immovable property which form part of the price to be paid, nevertheless, when the Centre is making important purchases directly for official use of property on which such duties and taxes have been charged or are chargeable, China shall, whenever possible, make appropriate administrative arrangements for the remission or return of the amount of duty or tax.

ARTICLE XIV

Duty-Free Entry and Other Facilities to Products for Promotion

China shall, in accordance with its relevant laws and regulations, give tariff free and import value-added tax free entry in the import of necessary goods by the Centre from the ASEAN Member States within the reasonable quantities for display at exhibitions and used within the exhibition area which shall not be circulated in China's domestic market (limited to be used as free samples), and the decorative materials needed for promotional display.

ARTICLE XV
Facilities in respect of Communications

In respect of its official communications, the Centre shall, in the territory of China and in so far as may be compatible with any international conventions, regulations and arrangements to which China is a party, enjoy treatment not less favourable than that accorded by China to any other international organisation, in the matter of priorities and rates for postal service and telecommunication.

ARTICLE XVI
Privileges and Immunities of the Officials of the ACCS

1. The officials of the ACCS shall:
 - a) be exempt from taxation on the salaries and Centre function-related emoluments paid to them by the Centre;
 - b) enjoy, together with their spouses and legal dependents (18 years old and below) on them, the same favorable treatment on aliens registration and residence permit as accorded to other foreigners of similar status;
 - c) within six months since they first take up their posts at the Centre, upon approval by the Customs authority of China, import free of duty settlement articles within directly necessary quantities for direct personal use (including one personal use car for one household); without the approval of relevant Chinese government agencies, the articles for personal use imported free of duty by ACCS officials should not be transferred, sold or disposed of in any other means in China during the period of custom supervision, and the approved transfer, sale and disposal of the articles shall go through the procedure of paying taxes or tax exemption at the Customs; and
 - d) be accorded in respect of exchange facilities treatment not less favourable than that accorded to officials of comparable rank of any other international organisations.
2. China may not apply the provisions of paragraph 1 of this Article to officials who are nationals of or permanent residents in China.
3. Privileges and immunities are accorded to officials of the ACCS in the interest of the Centre only, and not for their personal benefit. Consequently, the Joint Executive Board upon the recommendation of the Secretary-General has the right and duty to waive the immunity of any official in any case where, in its opinion, the immunity would impede realisation of justice and can be waived without prejudice to the

interests of the Centre. The Joint Council has the right and duty to waive the immunity accorded to the Secretary-General.

4. The officials of the ACCS to which the provisions of this Article shall apply shall be the Secretary-General and other officials categories of which shall be determined by the Joint Council. The Secretary-General shall notify the Members of the names, titles and addresses of those officials.

ARTICLE XVII **Entry Facilities**

1. China shall facilitate the entry, such as the issuance of visas, of the following persons into its territory where they are visiting on their missions related to the Centre:

- a) representatives of the other Members participating in the Meetings prescribed in Articles VI and VII together with their spouses;
- b) the officials of the ACCS together with their spouses and legal dependants (18 years old and below); and
- c) other persons invited by the Centre.

2. The provision of paragraph 1 above does not mean that the entrants mentioned in that paragraph are exempted from complying with national laws of China relating to entry formalities.

ARTICLE XVIII **Abuse of Privileges**

1. The Centre shall cooperate at all times with the appropriate authorities of China to prevent the occurrence of any abuse in connection with the privileges, immunities and facilities conferred by this Memorandum of Understanding.

2. If China considers that there has been an abuse of a privilege or immunity conferred by this Memorandum of Understanding, consultations shall be held between China and the Centre to determine whether any such abuse has occurred and, if so, to ensure that no repetition of such abuse occurs.

ARTICLE XIX
Settlement of Disputes

1. The Council shall make provisions for appropriate modes of settlement of:

- a) legal claims of a civil nature to which the Centre is a party other than those referred to in Article XIII, paragraph 1; and
- b) disputes involving any official of the Secretariat who enjoys immunity under the provisions of this Memorandum of Understanding, if the immunity has not been waived in accordance with Article XVI, paragraph 3.

2. Any disputes or differences between the Parties arising out of the interpretation and/or implementation and/or application of any of the provisions of this Memorandum of Understanding shall be settled amicably through mutual consultations and/or negotiations between the Parties through diplomatic channels.

ARTICLE XX
Protection of Intellectual Property Rights

1. The protection of intellectual property rights shall be enforced in conformity with the respective national laws and regulations of the Parties and with international agreements which the Parties are party to.

2. The use of the name, logo and/or official emblem of any one of the Parties on any publication, document and/or paper, pursuant to this Memorandum of Understanding, is prohibited without written approval by that Party.

3. Notwithstanding, anything contained in paragraph 1 above, a Party shall own the intellectual property rights in respect of any technological development, which have been solely and separately developed by that Party. Where such technological development has been developed by two or more Parties, the intellectual property rights in respect of such technological development shall be owned jointly by those Parties, unless otherwise agreed upon by them.

ARTICLE XXI
Suspension

Each Party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this Memorandum of

Understanding which suspension shall take effect on the date on which the last Party receives written notification through diplomatic channels.

ARTICLE XXII Confidentiality

1. Each Party shall undertake to observe the confidentiality and secrecy of documents, information and other data received or supplied by another Party during the period of the implementation of this Memorandum of Understanding or any other agreements made pursuant to this Memorandum of Understanding.
2. The Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this Memorandum of Understanding.

ARTICLE XXIII Withdrawal

1. A Contracting Party may at anytime withdraw from this Memorandum of Understanding by giving notice in writing to that effect to the Secretary-General of ASEAN.
2. Upon receiving such a notice, the Secretary-General of ASEAN shall inform the other Contracting Parties.
3. A Contracting Party shall cease to be party to this Memorandum of Understanding at the end of the fiscal year of the Centre in which such notification is made. A withdrawal shall not affect the financial obligations of that Contracting Party that is outstanding at the time when its withdrawal takes effect.

ARTICLE XXIV Amendments

1. Either Contracting Party may propose amendments to this Memorandum of Understanding. A proposed amendment shall be communicated to the Secretary-General who shall communicate it to the other Contracting Parties at least six months in advance for the consideration by the Joint Council.
2. Amendments to this Memorandum of Understanding shall be adopted by the Joint Council and shall require acceptance by the Members of the Centre. However, the amendments involving following matters shall require subsequent acceptance by all Contracting Parties before they come into force:

- a) fundamental alteration in the purposes or the functions of the Centre;
 - b) change relating to the right to withdraw from this Memorandum of Understanding;
 - c) introduction of new obligations for Members;
 - d) change in the provisions regarding privileges and immunities of the Centre and the persons related to the activities of the Centre; and
 - e) other matters determined by the Joint Council as important.
3. Amendments accepted by the Contracting Parties shall enter into force upon the date of the last deposit of the instruments of acceptance with the ASEAN Secretariat.

ARTICLE XXV

Entry into Force and Duration

1. After the completion of its internal legal procedures for the entry into force of this Memorandum of Understanding, each ASEAN Member State shall give written notification to the Secretary-General of ASEAN, who shall, immediately notify China when all of the ASEAN Member States have finished the said procedures.
2. After the completion of its internal legal procedures for the entry into force of this Memorandum of Understanding, China shall give written notification to the Secretary-General of ASEAN.
3. This Memorandum of Understanding shall enter into force upon receipt of the last written notification is received. The Secretary-General of ASEAN shall notify ASEAN Member States of the entry into force of this Memorandum of Understanding.
4. This Memorandum of Understanding shall remain in force for a period of five years, and thereafter may be extended by decision of the Joint Council.

This Memorandum of Understanding shall be deposited with both the ASEAN Secretariat and the Ministry of Foreign Affairs of China. The Secretary-General of ASEAN shall promptly furnish a certified true copy to all ASEAN Member States.

IN WITNESS WHEREOF the undersigned, being duly authorised thereto by the respective Governments of the ASEAN Member States and the People's Republic of China, have signed this Memorandum of Understanding.

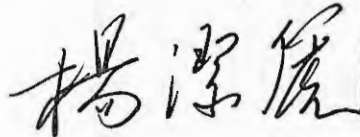
DONE at Cha-Am Hua Hin, Thailand, on the Twenty Fifth Day of October of the Year Two Thousand and Nine, in duplicate in the English and Chinese languages. In the event of divergence of interpretation, the English text shall prevail.

For the Government of Brunei
Darussalam:



LIM JOCK SENG
Second Minister of Foreign Affairs
and Trade

For the Government of the
People's Republic of China:



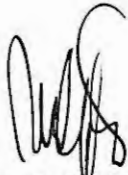
YANG JIECHI
Minister of Foreign Affairs

For the Government of the
Kingdom of Cambodia:



HOR NAMHONG
Deputy Prime Minister and Minister
of Foreign Affairs and International
Cooperation

For the Government of the Republic of
Indonesia:



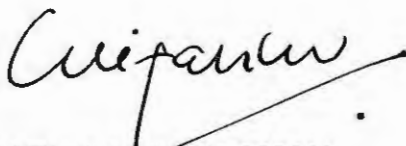
DR. R.M. MARTY M. NATALEGAWA
Minister for Foreign Affairs

For the Government of the Lao
People's Democratic Republic:



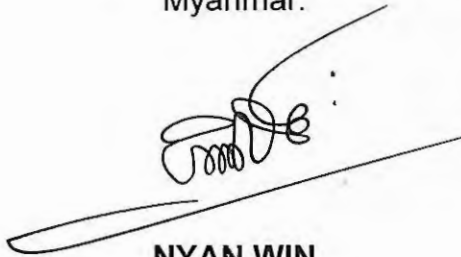
DR. THONGLOUN SISOULITH
Deputy Prime Minister and Minister
of Foreign Affairs

For the Government of Malaysia:



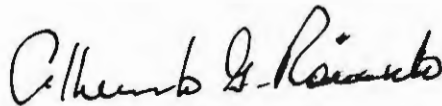
DATUK ANIFAH AMAN
Minister of Foreign Affairs

For the Government of the Union of
Myanmar:

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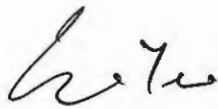
NYAN WIN
Minister for Foreign Affairs

For the Government of the
Republic of the Philippines:

A handwritten signature in black ink, featuring a large, stylized 'A' and 'R'.

ALBERTO G. ROMULO
Secretary of Foreign Affairs

For the Government of the
Republic of Singapore:

A handwritten signature in black ink, appearing as a stylized 'G' followed by a few loops.

GEORGE YEO
Minister for Foreign Affairs

For the Government of the
Kingdom of Thailand:



KASIT PIROMYA
Minister of Foreign Affairs

For the Government of the Socialist
Republic of Viet Nam:



DR. PHAM GIA KHIEM
Deputy Prime Minister and Minister
for Foreign Affairs

Attachment: Annex

ANNEX

To launch the operation of the Centre, a set of activities are proposed into three phases of implementation as follows:

Phase I (1st Year)

A virtual centre shall be established with a website set up to provide relevant information on trade, investment, tourism, education and culture, including statistics, event updates, and contacts, as well as offer active links to other related websites. Preparations shall be made for the establishment of a physical centre.

Phase II (2nd-3rd Year)

In this phase, more tangible activities shall be organised. The Centre shall serve as:

- 1) a comprehensive information bank through its website, permanent archives and media publications; and
- 2) an activities centre with standing activities, such as an organised business match-making service, investment consultation bureau, educational advisory service, etc., as well as rotational activities, such as trade exhibitions, investment promotion events, tourism fairs, food festivals, art exhibitions, etc. The Centre shall explore the feasibility of setting up the ASEAN-China Centre Foundation.

Phase III (3rd-5th Year)

Phase II shall have been realised, with full-fledged activities in all the areas of cooperation i.e. trade, investment, tourism, education and culture. The activities in this phase shall aim at raising the funding necessary for running the Centre, which can be earned from the association dues, rental fee of exhibition booths, etc. In addition, the Centre shall operate on private funding through the possible ASEAN-China Centre Foundation.

东南亚国家联盟成员国政府和 中华人民共和国政府关于 建立东盟-中国中心的谅解备忘录

由文莱达鲁萨兰国、柬埔寨王国、印度尼西亚共和国、老挝人民民主共和国、马来西亚、缅甸联邦、菲律宾共和国、新加坡共和国、泰王国和越南社会主义共和国组成的东南亚国家联盟成员国政府（以下集合简称“东盟”或“东盟成员国”）和中华人民共和国政府（以下简称“中国”）（合称时简称“缔约各方”或“各方”；或单独简称为“缔约方”或“一方”）：

忆及东盟与中国之间互利的经济合作势头；

注意到二〇〇二年十一月四日在金边签订的《东南亚国家联盟与中华人民共和国全面经济合作框架协议》（以下简称《框架协议》），以及在《框架协议》和二〇〇三年十月八日在巴厘岛签订的《东盟国家和中华人民共和国领导人联合宣言--面向和平与繁荣的战略伙伴关系》下签订的关于货物贸易、服务贸易、争端解决、投资和其它经济合

作协议；

认识到缔约各方之间经济合作的巨大潜力；

认识到合作是基于平等、友好和互利；

强调本谅解备忘录下的合作领域应是其它东盟-中国机制下开展活动的补充；

达成共识如下：

第 一 条

建立和地点

一、缔约各方应据此建立一个一站式的信息和活动中心，即东盟-中国中心（以下简称“中心”），以在私营部门的积极参与下，促进东盟-中国贸易、投资、旅游、教育和文化领域的合作。中心应逐渐扩展，开展更广泛领域的活动，吸引更多参与者。

二、中心应是一个非营利组织，但能筹集自身运营所需资金。

三、中心的总部设在北京。今后可在东盟各成员国和中国的其它地区设立分中心。

第 二 条

目 标

中心的目标是：

（一）支持《框架协议》以及在该协议下签订的关于货物贸易、服务贸易、争端解决、投资及其它经济合作协议的落实；

（二）加强东盟与中国之间的双向贸易，进一步发展贸易伙伴关系，以共同促进对域外市场的出口并实现市场扩大；

（三）促进东盟与中国之间的双向投资；

（四）开展活动帮助来自欠发达东盟成员国，特别是柬埔寨、老挝、缅甸和越南的投资者和商人在中国寻求贸易和投资机会；

（五）促进东盟和中国之间游客的往来；

（六）加强东盟和中国企业界间的交流；

（七）通过文化和教育交流，加强东盟与中国人民之间的民间交流、公众认知、相互理解和积极参与；

（八）协同增强东盟和中国的潜力，以加强本地区对

域外伙伴的吸引力，为其与东盟和中国企业联系提供便利。

第 三 条

作用和活动

一、为实现其目标，中心应与东盟各成员国，尤其是设在中国的贸易、投资、旅游、教育和文化促进机构或代表密切配合，开展有利于进一步促进东盟与中国贸易、投资、旅游、教育和文化往来的活动。

二、中心应具有信息中心和活动中心的双重作用。

三、中心应开展如下活动：

（一）成为信息、咨询和活动的核心协调机构，为东盟和中国的商务人士和民众提供一个关于贸易、投资、旅游、文化和教育的综合信息库；

（二）成为东盟与中国就有关促进贸易、投资、旅游和教育信息进行有益交流的渠道，包括涉及市场准入，特别是支持中小企业发展的规章制度；

（三）通过对数据和信息的广泛收集、分析，以及对市场趋势的预测，开展贸易和投资领域的研究，彰显东盟-中国自由贸易区的益处；

(四) 通过宣传东盟和中国的传统艺术、手工艺品、音乐、舞蹈、戏剧、电影和语言，以及在东盟和中国的教育机会，促进文化和教育；

(五) 通过征询意见、提供教育咨询服务和组织贸易投资交易会、旅游展、食品节、艺术展和教育展，向东盟和中国的公司、投资者和民众介绍和宣传东盟和中国的产品、产业和投资机会、旅游资源、文化及教育；

(六) 开展市场调查活动，确定潜在市场和合作领域；

(七) 管理中心框架内设立的永久性东盟贸易、投资和旅游展厅；

(八) 成为核心的投资促进机构，建立行业联系，向东盟和中国企业推介商机，特别是协助投资者和公司寻找当地的商业伙伴；

(九) 与东盟各成员国政府、中国政府，以及相关区域和国际组织在贸易、投资和旅游领域保持密切合作；

(十) 为东盟和中国之间的贸易和投资活动提供便利；

(十一) 提供东盟和中国与贸易、投资和旅游领域有关的机构和政府官员名录；

(十二) 开展能力建设活动以支持东盟和中国之间的贸易、投资和旅游促进活动；

(十三) 支持中小文化企业发展, 促进文化旅游;

(十四) 组织东盟成员国与中国之间关于贸易、投资和旅游便利化等问题的研讨会或研修班;

(十五) 建立一个艺术、文化和语言的学习中心, 以加强民间交流, 增进东盟和中国民众和社会之间的相互了解;

(十六) 研究开展与贸易、投资和旅游领域相关的人员交流项目的可能性;

(十七) 支持关于缩小东盟国家间发展差距的项目;

(十八) 开展中心实现其目标所需其它活动。

中心运营的起步各阶段见附件。

第 四 条

成 员

一、依照第二十五条, 东盟成员国和中国通过成为此谅解备忘录缔约方而成为中心的成员。

二、企业和团体可通过东盟-中国中心秘书处提出申请, 成为中心的联系会员。作为联系会员加入中心的批准标准和条件由联合理事会确定。企业和团体须缴纳联系会

员费。

第 五 条

组织机构

中心的运营由三个机构管理，即决策机构、咨询机构和秘书处。决策机构即联合理事会，是最高权力机构。咨询机构即联合执行委员会，向秘书处提供政策建议。秘书处为执行机构，直接向联合执行委员会和联合理事会负责。

第 六 条

联合理事会

- 一、联合理事会是决策机构，为中心提供政策指示。
- 二、联合理事会须由东盟-中国联合合作委员会成员组成。
- 三、联合理事会为中心的最高权力机构，行使以下权力和职能：

- (一) 决定中心活动的大政方针；

(二) 审批中心的运营计划和工作计划;

(三) 审批联合执行委员会提交的中心运营计划和工作计划框架下的年度工作计划和收支预算;

(四) 审批中心年度运营报告;

(五) 决定赋予联合执行委员会的权力和职能;

(六) 审批秘书长的任命;

(七) 审议并批准将合作扩展至第一条中规定以外的领域;

(八) 批准自身的规章和程序,作为中心管理的准则和基本规章制度;

(九) 如中心解散,决定中心资产的处理及其它相关事宜;

(十) 决定和(或)审批中心的其它重要事项。

四、联合理事会所有决定须在协商一致基础上做出。

第 七 条

联合执行委员会

一、联合执行委员会由东盟北京委员会和中方理事会组成。须成立由中国贸易、投资、旅游、教育和文化机构

代表组成的中方理事会。

二、联合执行委员会将行使以下职能，以及经联合理事会授权的其它职能：

（一）监督中心的活动，确保联合理事会的决定得以有效实施；

（二）行使咨询理事会职能，就政策问题提出建议；

（三）行使指导秘书长聘用中心工作人员程序的权力；

（四）审议并通过由中心秘书处提请联合理事会审批的中心年度工作计划和年度预算。

三、联合执行委员会应定期或在必要时开会。

四、联合执行委员会所有决定须在协商一致基础上做出。

第 八 条

东盟-中国中心秘书处

一、东盟-中国中心秘书处（以下简称“秘书处”）为执行机构，负责中心日常运营，向联合理事会提交年度报告。

二、秘书处由秘书长及其他中心所需专业人员组成。这些人员必须是中心成员国公民。

三、秘书长作为首席执行官代表秘书处，向联合理事会和联合执行委员会负责。

四、秘书长经签订合同任期 3 年。秘书长由联合理事会推选并批准。

五、秘书长须是中心成员国公民，并为中心全职工作，不得在政府和私营组织中担任任何其它职务。

六、前两任秘书长由双方轮流担任。第一任秘书长须为中国公民，第二任秘书长须为东盟成员国公民。第三任及后任秘书长可由中心任一成员国候选人担任。

七、在联合执行委员会的监督和建议下，秘书长负责执行年度工作计划，管理年度预算和落实联合理事会的决定。

八、秘书长负责起草包括年度工作计划和年度预算草案在内的年度报告，并提交联合理事会年度会议审批。

九、秘书长可聘用各部门主任。主任的任命须经联合执行委员会的批准。主任任期视合约而定，续约需由联合执行委员会决定。

十、由联合执行委员会审批通过的员工条例中须规定员工聘用的条件。

第 九 条

官方语言

中心的官方语言为英语。

第 十 条

资 金

一、东盟和中国成员国将根据缔约各方商定的中心运营所必需的资金数额向中心捐资。各方须考虑到为实现中心的目标而保持资金来源稳定的重要性。

二、由中方承担的开支包括：

（一）在中国境内的中心办公室的租用；

（二）雇用的中国籍工作人员的工资、保险和其它必要费用；

三、由东盟承担的开支包括雇用东盟成员国国籍工作人员的工资、保险和其它必要费用。

四、中心在中国境内行使日常职能所需的开支以及中

心举办各项活动所需开支，将由双方按以下比例承担：中国 90%，东盟 10%。

五、中心须从东盟和中国的私营部门筹资，包括展位费、联系会员费、活动收费和赞助费，最终实现财务上能独立负担中心有关活动费用的目标。

六、中心财务报告每年将由外聘的审计师，按国际会计标准审计通过。

第十一条

法人地位

根据中国法律，中心具有法人地位，拥有以下能力：

- （一）签订合同；
- （二）取得和处置动产和不动产；
- （三）提起法律诉讼。

第十二条

特权和豁免

一、在中国的领土范围内，中心及秘书处官员根据第十三条至十九条享有特权和豁免。本条和第十三条至十九条赋予的特权和豁免不适用于中心联系会员及其工作人员。

二、为促进实现本谅解备忘录的宗旨，经联合理事会批准，中心可与中国之外的一个或更多成员国缔结关于特权和豁免的协议。

三、如设立分中心，分中心享有的特权和豁免和可享受特权和豁免人员的范围及其享有的特权和豁免由联合理事会与分中心东道国在分中心设立前另行协商决定。

第十三条

关于财产、资金和资产的特权和豁免

一、中心的财产和资产享有法律诉讼豁免，除非在特

定情况下中心明确表示放弃其豁免。然而，放弃豁免不能被视为放弃判决执行方面的豁免，放弃执行豁免须另行做出。

二、本款规定不适用于因合同纠纷或车辆造成的损害提起的民事诉讼程序。

三、中心的档案文件以及通常属于或由其拥有的所有官方文件和文献均不得侵犯。东盟-中国中心官员的私人文件须存放在与存放官方文件和文献完全不同的地方。

四、为便于中心运作：

（一）中心可以开立并持有人民币或可自由兑换货币的账户；

（二）中心可以依据中国相关外汇管理条例，自由地将其资金或货币从中国转出或转入中国。中国将根据相关法律和法规为中心办理外汇收支提供便利和协助。

五、在行使上述第三款所述的权利时，中心须遵守中国国家法律规定的程序，并在不损害中心利益的情况下，对中国提出的任何交涉予以充分考虑。

六、中心、其资产、所得和其他财产须：

（一）免除所有直接税，事实上的公共事业收费除外；

（二）按照中国的有关规定，中心用于公务用途的进出境物品在中国海关核准的直接需用数量范围内予以免

税；未经中国政府有关部门批准，中心免税进口的公务用品在海关监管年限内不得进行转让、出售等处置，经批准进行转让、出售等处置的物品，应当按照规定向海关办理纳税或者免税手续。

七、中心原则上不得要求免除构成应付价格一部分的消费税及动产和不动产的销售税，但如中心购置财产直接用于公务用途的，已征收或须征收该类税时，中国须尽可能做出适当的行政安排，免除或退还该项税款。

第十四条

对宣传产品免纳关税及其他便利

根据中国相关法律法规，对中心从东盟成员国所必须进口的用于展览活动、在展区内使用且不流入国内市场的宣传品（仅限于以免费赠送为目的）以及进行布展的装饰材料，按照海关规定进行管理，在合理数量范围内免征进口关税和进口环节增值税。

第十五条

通讯便利

在公务通讯方面，中心在中国境内在遵守中国为缔约方的国际公约、规章和安排的条件下，在邮政服务和电信优先权、费用方面享受不低于中国给予其他国际组织的优惠待遇。

第十六条

东盟-中国中心秘书处官员的特权和豁免

一、秘书处官员，须：

（一）免除中心支付的薪水和与中心职责相关的报酬的税款；

（二）与随行的配偶及其合法受抚养人（18岁及以下）一起享受所在国在外国人居留登记和居留许可方面给予其他相应身份的外国人的优惠；

（三）在首次抵达中心任职6个月内运进的安家物品，

经海关审核在直接需用数量范围内的（其中自用小汽车每户限1辆），予以免税验放；未经中国政府有关部门批准，中心秘书处官员免税进口的自用物品在海关监管年限内不得进行转让、出售等处置，经批准进行转让、出售等处置的物品，应当按照规定向海关办理纳税或者免税手续。

（四）享受不低于给予其他国际组织同等级别官员的汇兑便利。

二、本条第一款不适用于具有中国国籍或为中国永久居民的官员。

三、授予秘书处官员的特权和豁免仅是为了中心的利益，而不是其个人利益。因此，根据秘书长的建议，联合执行委员会有权利和责任在他们认为豁免将妨碍实现公正，且放弃豁免不会有损中心利益的任何情况下，放弃对任何官员的豁免。联合理事会有权利和责任放弃授予秘书长的豁免。

四、适用本条的秘书处官员应为秘书长和其他由联合理事会决定的官员类别。秘书长应将官员的名字、职衔和住址通报各成员国。

第十七条

入境便利

一、中国应为下列因执行与中心相关任务而需入境的人员提供签证等入境便利：

（一）参加第六条和第七条中提及的有关会议的其他成员国代表及其配偶；

（二）秘书处官员及其随行配偶及其合法受抚养人（18岁及以下）；

（三）中心邀请的其他人士。

二、上述第一款的规定不意味着该款中提到的入境者免于遵守中国关于入境手续的国内法律。

第十八条

滥用特权

一、中心须同中国有关机构保持合作，防止任何与本备忘录授予的特权、豁免和便利相关的滥用行为发生。

二、如果中国认为发生了滥用本谅解备忘录授予的特权或豁免的情况，中国和中心须进行磋商，以确定此类滥用是否发生。如果确认滥用情况发生，需确保此类滥用不会再次发生。

第十九条

争端解决

一、理事会应制定相关规定，以恰当的方式解决：

（一）除第十三条第一款提及的争端外，中心涉及的民事性质的法律争端；

（二）在豁免未依据第十六条第三款被放弃的情况下，涉及享受豁免的秘书处任何官员的争端。

二、因对本谅解备忘录中任何条款的解释和（或）执行和（或）适用而引起的任何争端或分歧，须通过外交渠道磋商和谈判友好解决。

第二十条

知识产权保护

一、对于知识产权的保护应遵循各方各自的国内法律法规以及各方均参加的国际协议进行。

二、根据本谅解备忘录，未经有关缔约方书面批准，不得在任何出版物、文件和（或）论文中使用该方的名称、标识和（或）官方标志。

三、无论上述第一款如何规定，任何一方对其独自开发的任何技术拥有知识产权。如该项技术由两方或多方开发，除非另行商定，有关方应对该技术共同拥有知识产权。

第二十一条

中 止

各方保留由于国家安全、国家利益、公共秩序或公共卫生的原因，暂时中止履行整个或部分谅解备忘录的权利。中止在最后一方收到通过外交渠道发出的书面通知之日起

生效。

第二十二条

保 密

一、在执行本谅解备忘录或根据本谅解备忘录达成的任何协议的过程中，各方应保证严守从另外一方收到或向对方提供的任何文件、信息和其他数据的机密性。

二、各方同意本谅解备忘录终止后本条规定继续对各方有效。

第二十三条

退 出

一、缔约方可通过向东盟秘书长发出书面通知，随时退出本谅解备忘录。

二、一经收到通知，东盟秘书长须立即周知其它缔约方。

三、在通知下达的中心财政年度结束时，该方将终止

成为本谅解备忘录一员。退出不应影响该方履行其在退出生效时尚未完成的财政义务。

第二十四条

修 订

一、任何一方均可对本谅解备忘录提出修订。对本谅解备忘录提出的任何修订案文须提交给秘书长。秘书长须在联合理事会讨论之前至少 6 个月送交其它各方。

二、本谅解备忘录的修订须经联合理事会通过并为中心成员所接受。然而，涉及以下事项的修订在生效前须征得所有缔约方一致同意：

- （一）对中心的宗旨或功能所做的根本性改动；
- （二）与退出本谅解备忘录的权利相关的变动；
- （三）加入新的成员义务；
- （四）与中心的特权和豁免以及与中心活动相关人员的相关条款变更；
- （五）联合理事会认定的其他重要事项。

三、被各方所接受的修订自最后一份接受修订文书存放于东盟秘书处之日生效。

第二十五条

生效及有效期

一、东盟各成员国在完成使本谅解备忘录生效的内部法律程序后，须以书面形式通知东盟秘书长。在所有东盟成员国完成上述程序后，由东盟秘书长立即通知中国。

二、中国在完成使本谅解备忘录生效的内部法律程序后，须以书面形式通知东盟秘书长。

三、本谅解备忘录自收到最后一份书面通知之日起生效。东盟秘书长须通知东盟各成员国本谅解备忘录生效。

四、本谅解备忘录有效期 5 年，期满后可由联合理事会决定延长。

本谅解备忘录应由中国外交部和东盟秘书处保存。东盟秘书长应迅速向东盟所有成员国提供经核准的副本。

本谅解备忘录由以下经东盟各成员国政府和中华人民共和国政府授权的代表签署，以昭信守。

本谅解备忘录于二〇〇九年十月二十五日在泰国差安华欣签订，一式两份，每份均用中文和英文写成，如对文

附件

为启动中心的运作，建议将有关活动分为以下三个阶段实施：

第一阶段（第一年）

建立一个虚拟中心，设立网站以提供有关贸易、投资、旅游、教育、文化方面的信息，包括统计数据、最新情况和联系方式等，并提供与相关网站的链接。同时为成立一个实体中心做准备。

第二阶段（第二年至第三年）

在此阶段，将组织更为具体的活动。东盟-中国中心将成为：

一、综合信息库，拥有自己的网站、永久性档案和媒体出版物；

二、活动中心，设有固定活动项目，如组织商务洽谈服务，投资咨询局，教育咨询服务等，和流动活动项目，如贸易展、投资促进活动、旅游交易会、食品节和艺术展等。中心将探讨建立东盟-中国中心基金会的可行性。

第三阶段（第三年至第五年）

第二阶段得以完全实现，在贸易、投资、旅游、教育和文化等各领域活动全面展开。此阶段的活动旨在筹集中心运营所需资金，包括联系会员费、展位费等。此外，中

心将通过可能设立的东盟-中国中心基金会实现民间集资。

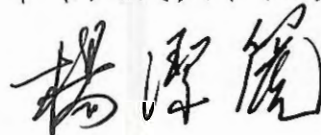
本的解释产生分歧，以英文文本为准。

文莱达鲁萨兰国政府代表



外交和贸易部第二部长

中华人民共和国政府代表



外交部长

柬埔寨王国政府代表



副首相兼外交国际合作部大臣

印度尼西亚共和国政府代表



外交部长

老挝人民民主共和国政府代表



副总理兼外交部长

马来西亚政府代表



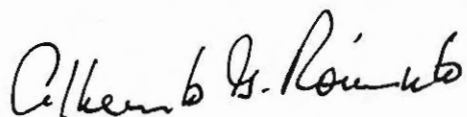
外交部长

缅甸联邦政府代表



外交部长

菲律宾共和国政府代表



外交部长

新加坡共和国政府代表



外交部长

泰王国政府代表

THA →



外交部长

越南社会主义共和国政府代表

VN →



副总理兼外交部长