

No. 19609

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**MULTILATERAL**

**Agreement establishing the Asia-Pacific Institute for Broadcasting Development. Concluded at Kuala Lumpur on 12 August 1977**

*Authentic text: English.*

*Registered ex officio on 6 March 1981.*

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**MULTILATÉRAL**

**Accord portant création de l'Institut pour l'Asie et le Pacifique en vue du développement de la radiodiffusion. Conclu à Kuala Lumpur le 12 août 1977**

*Texte authentique : anglais.*

*Enregistré d'office le 6 mars 1981.*

## AGREEMENT<sup>1</sup> ESTABLISHING THE ASIA-PACIFIC INSTITUTE FOR BROADCASTING DEVELOPMENT

### PREAMBLE

The Contracting Parties,

Recognizing that, in the process of development, mass communication has an important contribution 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 of 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 service of development, the establishment of a regional institute for 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 of the United Nations and the International Telecommunication Union.

“Governing Council” means the Governing Council of the Institute established under article 7.

<sup>1</sup> Came into force on 6 March 1981, upon deposit of the instruments of ratification or acceptance with the Secretary-General of the United Nations by five signatory Governments, including the Government of Malaysia, in accordance with article 16. Instruments of ratification or acceptance (A) were deposited as follows:

<i>State</i>	<i>Date of deposit of the instrument of ratification or acceptance (A)</i>
Malaysia .....	10 November 1980
Nepal .....	11 September 1980
Papua New Guinea .....	1 May 1980
Republic of Korea .....	6 March 1981
Viet Nam .....	23 February 1981 A

“Gross operational expenditure” the annual amount spent by national broadcasting organizations on the operation of [their] 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 Document” 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.

#### *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 training 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 objectives 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 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 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 annual 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 of 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 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 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 of 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 does not sign, ratify or accede to this Agreement on 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 a 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.

The 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:

SULAIMAN LAIQ

In the name of Australia:

In the name of Bangladesh:

SYED NOOR HOSSAIN

In the name of Bhutan:

In the name of Brunei:

In the name of Burma:

In the name of China:

In the name of the Cook Islands:

In the name of Democratic Kampuchea:

In the name of Fiji:

RATU SIR KAMISESE MARA

In the name of France:

In the name of Hong Kong:

In the name of India:

V. B. SONI

In the name of Indonesia:

SUMADI

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:

BHOGYA PRASAI SHAH

In the name of the 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:

N. EBIA OLEWALE

In the name of the Philippines:

YUSUP R. ABUBAKAR

In the name of the Republic of Korea:

SANGJIN CHYUN

In the name of Samoa:

In the name of Singapore:

In the name of the Solomon Islands:

In the name of Sri Lanka:

EAMON KARIYAKARAWANA

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:

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