އޤކ/2013/ރ-48

# ރައްޔިތުންގެ މަޖިލިސް

އިޤްތިޞާދީ ކޮމިޓީ

# ކޮމިޓީ ރިޕޯޓު

ނަންބަރު: އޤކ/2013/ރ-8

"އެގްރީމަންޓް އޮން ދަ ނެޓްވޯކް އޮފް އެކުއަކަލްޗަރ ސެންޓަރސް އިން އޭޝިއާ
އެންޑް ދަ ޕެސިފިކް (ނާކާ)" ދިވެހިރާއްޖޭއިން ބައިވެރިވުމުގެ މައްސަލަ އިޤްތިޞާދީ ކޮމިޓީން
ދިރާސާ ކުރައްވައި ނިންމެވި ގޮތުގެ ރިޕޯޓު

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17 ޑިސެމްބަރު 2013

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"އޯގަނައިޒޭޝަން ފޯރ ދަ ނެޓްވަރކް އޮފް އެޑްވޮކޭޓްސް ސަޕޯޓަރސް އިން ދަ މޯލްޑިވްސް (ސޮގާ)" ގައި

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ބައިވެރިވުމުގެ މައްސަލަ މައްސަލަ އިޤްތިޞާދީ ކޮމިޓީން ދިރާސާ ކުރުއްވުމަށް ބޭއްވި ކޮމިޓީގެ ބައްދަލުވުންތަކުން ނިންމަވާފައިވާ

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بسم الله الرحمن الرحيم

ރައްޔިތުންގެ މަޖިލީސް
މާލެ،
ދިވެހިރާއްޖެ

ރިޕޯޓް ނަންބަރު: އޤކ/2013/ރ-8

# "އޯގަނައިޒޭޝަން ފޯރ ދަ ނެޓްވަރކް އޮފް އެކުއަކަލްޗަރ ސެންޓަރސް އިން އޭޝިއާ އެންޑް ދަ ޕެސިފިކް (ނާކާ)" ދިވެހިރާއްޖެއިން ބައިވެރިވުމުގެ މައްސަލަ އިޤްތިޞާދީ ކޮމިޓީން ދިރާސާކުރައްވައި ނިންމެވި ގޮތުގެ ރިޕޯޓް

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## 1- ތަޢާރުފު:

މިރިޕޯޓަކީ، ދިވެހިރާއްޖޭގެ ޤާނޫނުއަސާސީގެ 115 ވަނަ މާއްދާގެ (ޅ) ގެ 2 ވަނަ ނަންބަރުގައިވާ ގޮތުގެމަތިން، "އޯގަނައިޒޭޝަން ފޯރ ދަ ނެޓްވަރކް އޮފް އެކުއަކަލްޗަރ ސެންޓަރސް އިން އޭޝިއާ އެންޑް ދަ ޕެސިފިކް (ނާކާ)" ގައި ދިވެހިރާއްޖެއިން ބައިވެރިވުމުގެ މައްސަލަ ރައީސުލްޖުމްހޫރިއްޔާ ރައްޔިތުންގެ މަޖިލީހަށް ފޮނުއްވި ހިނދު،

އެ މައްސަލަ ދިރާސާކުރައްވައި ގޮތެއް ނިންމެވުމަށް، ރައްޔިތުންގެ މަޖިލީހުގެ އިޤްތިޞާދީ ކޮމިޓީއަށް 03 ޑިސެމްބަރު 2013 ގައި އޮތް ރައްޔިތުންގެ މަޖިލީހުގެ 3 ވަނަ ދައުރުގެ 17 ވަނަ ޖަލްސާގައި ފޮނުއްވުމާގުޅިގެން، ރައްޔިތުންގެ މަޖިލީހުގެ ގަވާއިދުގެ 78 ވަނަ މާއްދާގެ (ހ) ގައިވާ ގޮތުގެމަތިން އެ މައްސަލަ އިޤްތިޞާދީ ކޮމިޓީގެ އެޖެންޑާގައި ހިމަނުއްވައި، ދިރާސާކުރައްވައި، ފުރިހަމަ ކުރައްވާފައިވާ ގޮތުގެ ރިޕޯޓެވެ.

އިޤްތިޞާދީ ކޮމިޓީއަކީ ރައްޔިތުންގެ މަޖިލީހަށް ހުށަހެޅޭ ބިލުތަކާއި މައްސަލަތަކުގެތެރެއިން އެކޮމިޓީގެ މަސްއޫލިއްޔަތުގެ ދާއިރާގައި ހިމެނޭ ސަރުކާރުގެ އިދާރާތަކާގުޅޭ ބިލުތަކާއި މައްސަލަތައް ދިރާސާކުރައްވައި، އެފަދަ ބިލުތަކާއި އަދި

މައްސަލަތަކާއި ގުޅޭގޮތުން މަޖިލީހަށް ރިޕޯޓުކުރުމުގެ މަސްއޫލިއްޔަތު، ރައްޔިތުންގެ މަޖިލީހުގެ ގަވާއިދުގެ 103 ވަނަ މާއްދާ އާއި 104 ވަނަ މާއްދާގެ ދަށުން ހަވާލުކުރެވިފައިވާ ކޮމިޓީއެކެވެ.

## 2- އިޤްތިޞާދީ ކޮމިޓީގައި ހިމެނިވަޑައިގަންނަވާ މެންބަރުން:

1. ހިތަދޫ އުތުރު ދާއިރާގެ މެންބަރު މުޙަންމަދު އަސްލަމް (ކޮމިޓީގެ މުޤައްރިރު)
2. އިނގުރައިދޫ ދާއިރާގެ މެންބަރު ޙަމްދޫން ޙަމީދު (ކޮމިޓީގެ ނައިބު މުޤައްރިރު)
3. މާފަންނު ދެކުނު ދާއިރާގެ މެންބަރު އިބްރާހީމް ރަޝީދު
4. ހެންވޭރު ދެކުނު ދާއިރާގެ މެންބަރު ޙާމިދު ޢަބްދުލް ޣަފޫރު
5. ކެލާ ދާއިރާގެ މެންބަރު ޢަބްދުﷲ މައުސޫމް
6. ހިންނަވަރު ދާއިރާގެ މެންބަރު އިބްރާހީމް މުޙައްމަދު ސޯލިޙް
7. މަތިވެރި ދާއިރާގެ މެންބަރު ޙުސައިން މުޙައްމަދު
8. މާމިގިލި ދާއިރާގެ މެންބަރު ޤާސިމް އިބްރާހީމް
9. މީދޫ ދާއިރާގެ މެންބަރު އަޙްމަދު ސިޔާމް މުޙަންމަދު
10. ކިނބިދޫ ދާއިރާގެ މެންބަރު މޫސާ ޒަމީރު
11. ތިނަދޫ ދައިރާގެ މެންބަރު މުޙައްމަދު ޤަސަމް

## 3- މަސައްކަތް ކުރިއަށް ގެންދިޔަގޮތް:

"އެގްރީމަންޓް އޮން ދަ ނެޓްވޯކް އޮފް އެކުއަކަލްޗަރ ސެންޓަރސް އިން އޭޝިއާ އެންޑް ދަ ޕެސިފިކް (ނާކާ)" ގައި ދިވެހިރާއްޖެ ބައިވެރިވުމުގެ މައްސަލަ އިޤްތިޞާދީ ކޮމިޓީއަށް ފޮނުއްވުމާގުޅިގެން، އެ މައްސަލަ ދިރާސާކުރުމުގެމަސައްކަތްފެށީ 17 ސެޕްޓެމްބަރ 2013 ވަނަ ދުވަހުގައި ބޭއްވުނު ކޮމިޓީގެ 20 ވަނަ ބައްދަލުވުމުގައި މި މައްސަލަ ދިރާސާކުރުމުގެ މަސައްކަތް ފެށިއެވެ.

މި މައްސަލަ ދިރާސާކުރުމުގެ މަސައްކަތުގައި ކޮމިޓީން ކުރިއަށްގެންދިޔަ އިރު، ނާކާގައި ދިވެހިރާއްޖެއިން ބައިވެރިވުމާ ބެހޭގޮތުން މިނިސްޓްރީ އޮފް ފިޝަރީޒް އެންޑް އެގްރިކަލްޗަރ ބަޔާންކުރައްވާފައިވާ ކަރުދާހާއި ޚިޔާލު، އެޓަރނީ

ޤާނޫނުތަކުގެ އޮފީހުން، މިނިސްޓްރީ އޮފް ފިޝަރީޒް އެންޑް އެގްރިކަލްޗަރ އަށް ދެއްވާފައިވާ ލާރި ކޮމިޓީން ރިޕޯޓް ކުރައްވައިފިއެވެ.

## 4-ކޮމިޓީގެ ނިންމުން:

"އޯގަނައިޒޭޝަން ފޯރ ނެޓްވަރކް އޮފް ދަ އެގްރިކަލްޗަރަލް ކޯޕަރޭޓިވްސް އިން އޭޝިއާ އެންޑް ދަ ޕެސިފިކް" (ނެޑާކް) ގައި ދިވެހިރާއްޖެއިން ބައިވެރި ވުމުން، ދިވެހިރާއްޖޭގެ ޖަމްޢިއްޔާތަކަށް ތަރައްގީކުރުމަށް ނެޑާކްގައި މިހާރު ބައިވެރިވެފައިވާ ޖަމްޢިއްޔާތަކުން، މާލީ އަދި ފަންނީ އެހީތެރިކަން ނެޑާކް މެދުވެރިކޮށް ދިނުމުގެ އެކަމުގެ ސަބަބުން ދިވެހިރާއްޖެއަށް އިކޮނޮމިކް ގޮތުންނާއި، އިޖްތިމާޢީ ގޮތުންނާއި، މާލީގޮތުން ފައިދާތަކެއް ކުރާނެ އާއި އަދި ނެޑާކްގައި ބައިވެރިވުމުން މެންބަރޝިޕް ފީގެ ގޮތުގައި އަހަރަކު 10000 (ދިހަހާސް) އެމެރިކާ ޑޮލަރުގެ އިތުރުން އަހަރުން އެއްވެސް ފީ އެއް ދައްކަންޖެހޭތީވެ އެއީ މާލީގޮތުން ދިވެހި ދައުލަތަށް އުފުލަންޖެހޭ އިތުރު ބުރައެއް ކަމަށް ނުދެކޭތީ، ނެޑާކް ގައި ބައިވެރިވުމުގެ މައްސަލައާމެދު ގޮތެއް ކަނޑައެޅުއްވުމަށް ރައްޔިތުންގެ މަޖިލީހަށް ފޮނުއްވުމުން 17 ސެޕްޓެމްބަރ 2013 ވަނަ ދުވަހު އޮތް ކޮމިޓީގެ 20 ވަނަ ބައްދަލުވުމުގައި ބައިވެރިވެ ވަޑައިގެންނެވި 6 މެންބަރުންގެ މެންބަރުންގެ ތެރެއިން ވޯޓުގައި ބައިވެރިވެވަޑައިގެންނެވި 5 މެންބަރުންގެ އިއްތިފާޤުން ފާސްކުރައްވައިފިއެވެ.

ވީމާ، މި މައްސަލައާމެދު ރިޕޯޓް އިޤްތިޞާދީ ކޮމިޓީން ފާސްކުރައްވައިގެންނެވި ގޮތުގެ މަތިން ނިންމަވައި ދެއްވުމަށް އެދި މަޖިލީހަށް ހުށަހަޅަމެވެ.

17 ސެޕްޓެމްބަރ 2013

ހިތަދޫ އުތުރު ދާއިރާގެ މެންބަރު މުޙައްމަދު އަސްލަމް
އިކޮނޮމިކް ކޮމިޓީގެ މުޤައްރިރު

## ޖަދުވަލު-1:

"އޯގަނައިޒޭޝަން ފޮރ ދަ ނެޓްވަރކް އޮފް އެކްވަކަލްޗަރ ސެންޓަރސް އިން އޭޝިއާ އެންޑް ދަ ޕެސިފިކް
(ނާކާ)" ގައި ބައިވެރިވުމުގެ މައްސަލަ

35/2013 ސ.

بسم الله الرحمن الرحيم

ރައްޔިތުންގެ މަޖިލީހުގެ އިދާރާ 1
ނަންބަރު: 5391
ބަލައިގަތް: Dhuma
ތާރީޚު: 27.11.13
ގަޑި: 9:02
ހަވާލުކުރެވުނު ސެކްޝަން: D
ސެކްޝަނުން ބަލައިގަތް

ރައީސުލްޖުމްހޫރިއްޔާގެ އޮފީސް

ރައްޔިތުންގެ މަޖިލީހުގެ ރައީސް އަލްފާޟިލް ޢަބްދުﷲ ޝާހިދަށް،

ވީދުން ސަލާމަށްފަހު ދަންނަވަމެވެ.

“[illegible] [illegible] ދަ [illegible] އޮފް [illegible] [illegible] [illegible]
[illegible] އެންޑް [illegible] [illegible]” ([illegible]) ގައި ދިވެހިރާއްޖެއިން ސޮއިކުރުމަށް ނިންމައިފީމެވެ.

ދިވެހި ދައުލަތުގެ ނަމުގައި، ވެރިކަން ހިންގާ ފަރާތުން ބައިވެރިވާ ބައިނަލްއަޤުވާމީ މުޢާހަދާތަކާއި އެއްބަސްވުންތަކާ ރައްޔިތުންގެ މަޖިލީހަށް ހުށަހަޅައި، އެ މަޖިލީހުން ފާސްކުރުމުން، އެ މަޖިލީހުން ނިންމާ ގޮތެއްގެ މަތިންކަމަށް ދިވެހިރާއްޖޭގެ ޤާނޫނުއަސާސީގެ 93 ވަނަ މާއްދާގެ (ހ) ގައި ބަޔާންކުރެވިފައިވާތީ، “[illegible] [illegible] ދަ [illegible] އޮފް [illegible] [illegible] [illegible] [illegible] އެންޑް [illegible] [illegible]” ([illegible]) އަށް ދިވެހިރާއްޖެއިން ބައިވެރިވުމުގެ މައްސަލަ ރައްޔިތުންގެ މަޖިލީހަށް ހުށަހަޅައިދެއްވައި، އެ މައްސަލާ ރައްޔިތުންގެ މަޖިލީހުން ނިންމަވާ ގޮތެއް މިއޮފީހަށް އަންގަވައިދެއްވުން އެދެމެވެ.

“[illegible] [illegible] ދަ [illegible] އޮފް [illegible] [illegible] [illegible] [illegible] އެންޑް [illegible] [illegible]” ([illegible]) ގައި ދިވެހިރާއްޖެއިން ބައިވެރިވުމާ ގުޅޭ ތިރީގައި މިދަންނަވާ ލިޔުންތަކުގެ ކޮޕީ މި ސިޓީއާއެކު ފޮނުވީމެވެ.

1. “[illegible] [illegible] ދަ [illegible] އޮފް [illegible] [illegible] [illegible] [illegible] އެންޑް [illegible] [illegible]” ([illegible]) ގައި ދިވެހިރާއްޖެއިން ބައިވެރިވުމާ ގުޅޭގޮތުން މިނިސްޓްރީ އޮފް ފިނޭންސް އެންޑް ޓްރެޜަރީއިން ތައްޔާރުކޮށްފައިވާ ކަރުދާސް.

2. “[illegible] [illegible] ދަ [illegible] އޮފް [illegible] [illegible] [illegible] [illegible] އެންޑް [illegible] [illegible]”ގެ ކޮޕީ

2/...

3. އޮޑިޓަރ ޖެނެރަލްގެ އޮފީހުގެ ނަންބަރު 32-C1/30/2013/48 (29 ސެޕްޓެމްބަރު 2013) ސިޓީގެ ކޮޕީ.

އިޙްތިރާމް ގަބޫލުކުރައްވުން އެދެމެވެ.

22 މުޙައްރަމް 1435
26 ނޮވެންބަރު 2013

ޚާދިމުކުމް

.. ޢަބްދުﷲ ޙާމިދު ޢަބްދުލްޣަފޫރު

ރައްޔިތުންގެ މަޖިލިސް
މާލެ،
ދިވެހިރާއްޖެ.

# ނެޓްވޯރކް އޮފް އެކްއަކަލްޗަރ ސެންޓަރސް އިން އޭޝިއާޕެސިފިކްގައި ރާއްޖެ ބައިވެރިވުން

## 1. ތަޢާރަފު

މި ނެޓްވޯރކް އޮފް އެކްއަކަލްޗަރ ސެންޓަރސް އިން އޭޝިއާޕެސިފިކް (ނާކާ)ގައި ރާއްޖެ ބައިވެރިވުމާ ބެހޭ ގޮތުން މިނިސްޓްރީ އޮފް ފިޝަރީޒް އެންޑް އެގްރިކަލްޗަރއިން ތައްޔާރުކޮށްފައިވާ ކަރުދާހެކެވެ. މިކަރުދާހުގައި ބަޔާންކުރެވިފައި ވަނީ ނާކާ އާ ބެހޭ މައިގަނޑު މަޤްޞަދުތަކާއި، ނާކާ ގައި ރާއްޖެ ބައިވެރިވުމުން ލިބޭ ފައިދާ ތަކާއި، މިބައިވެރިވުމުގެ ސަބަބުން ކުރަންޖެހޭ ހަރަދުތަކުގެ މަޢުލޫމާތެވެ. މިކަރުދާހުގައި ނާކާއާ ބެހޭ މަޢުލޫމާތުތަކާއި، ނާކާގެ އެގްރިމެންޓުންނާއި، ނާކާއަށް ބައިވެރިވުމަށް ހުށަހަޅާ ފޯމު ހިމެނިގެންވެއެވެ.

## 2. ނެޓްވޯރކް އޮފް އެކްއަކަލްޗަރ ސެންޓަރސް އިން އޭޝިއާޕެސިފިކް

### 2.1 ވިޝަން

ނާކާއަކީ ދުނިޔޭގެ އެކްއަކަލްޗަރގެ ތަރައްޤީއަށް މަސައްކަތްކުރާ އިންސްޓިޓިއުޝަންތަކުގެ އޮގަނައިޒޭޝަނެކެވެ. ނާކާ މަސައްކަތްކުރަމުންދަނީ ތަރައްޤީވަމުންދާ މީހުންގެ އާމްދަނީ އިތުރުކުރުމަށާއި، ކާނާގެ އުފެއްދުންތެރިކަން އިތުރުކުރުމަށާއި، ދިރިއުޅުމުގެ ފެންވަރު މައްޗަށް ގެނައުމަށެވެ. ނާކާގެ ހަރަކާތްތަކުގެ އަމާޒަކީ ތަރައްޤީ ވެގެންދާ އެކްއަކަލްޗަރއާ މެދުވެރިކޮށް ތަރައްޤީގެ މިންވަރު ހޯދުމެވެ.

### 2.2 އޮނިގަނޑު

ނާކާގެ ސެކްރެޓޭރިއެޓަކީ ތައިލެންޑުގައި ހުންނަ ސެކްރެޓޭރިއެޓެކެވެ. ނާކާގެ ގަވަރނިންގ ކައުންސިލަކީ ނާކާގެ ހުރިހާ މެމްބަރުންގެ ނިސްބަތުން ތައްޔާރުކުރާ ކައުންސިލެކެވެ. ގަވަރނިންގ ކައުންސިލް ބައްދަލުވަނީ އަހަރަކު އެއް ފަހަރު ކަމުގައިވާއިރު، ނާކާގެ ފަންނީ އަދި ސައިންސީ ކަންކަން ބެލެހެއްޓުމަށް ޓެކްނިކަލް އެޑްވައިޒަރީ ކޮމިޓީއެއް ހުންނާނެއެވެ. މިކޮމިޓީއަށް ނާކާގެ މެމްބަރު ގައުމުތަކުން ކަނޑައަޅާ ފަރާތްތައް ހިމެނެއެވެ. ނާކާ އުފެދިފައި ވަނީ އެގްރީމެންޓެއްގެ ދަށުން ބައިނަލްއަޤްވާމީ އިދާރާއެއްގެ ގޮތުގައި ސެކްރެޓޭރިއެޓާއި ގަވަރނިންގ ކައުންސިލާއި ދެމެދު އެކުލަވާލެވިފައިވާ ގުޅުމެއް ނެތި މެމްބަރުންނަށް އިޚްތިޔާރުކޮށްދޭ ގޮތުގެ މަތިންނެވެ.

### 2.3 މެމްބަރުން

ނާކާގައި ބައިވެރިވާ މެމްބަރުންނަކީ އޮސްޓްރޭލިއާ، ބަންގްލަދޭޝް، ކެމްބޯޑިއާ، ޗައިނާ، ހޮންކޮންގް، އިންޑިއާ، އިންޑޮނޭޝިއާ، އިރާން، ކޮރެއާ (ޑީ ޕީ އާރް)، ލާއޯސް، މެލޭޝިއާ، މިޔަންމާ، ނޭޕާލް، ޕާކިސްތާން، ފިލިޕީންސް، ސްރީލަންކާ، ތައިލެންޑް، އަދި ވިއެޓްނާމް އެވެ.

## 2.4 އެކުގައި މަސައްކަތްކުރާ ފަރާތްތައް

ނާޕާގެ ފަރާތުން ތަރައްޤީގެ މަޝްރޫޢުތަކަށް ސަރަހައްދުގައި ހިންގަނީ ސަރުކާރުތަކާއި، އާއްމު ޖަމާޢަތްތަކާއި، ތަރައްޤީގެ ޖަމާޢަތްތަކާއި، އިންވެސްޓަރުންތަކާއި، ހިޔާ ސޮސައިޓީ މަސައްކަތްތަކާ ކުރާ ޖަމްޢިއްޔާތަކާ ގުޅިގެންނެވެ. މަސައްކަތްކުރަނީ ހިންގާ ފަރާތްތަކުގެ ބޭފުޅުން ސަރުކާރާއި އަމިއްލަ ފަރާތްތަކުގެ ހޯދުމަށް އިތުރުކުރުން، ވަކިން މައްސަލަތަ ބަލަހައްޓާނުން، ދިރާސާތަކުގެ އެކުލަވާލުމަށް ފުރަގަތު ވަސީލަތްތަށް ބަޔާނެއްގައި ސިޔާސަތުތައް ތަރައްޤީކުރުން ހިމެނެއެވެ.

މިގޮތުން ނާޕާއާ އެކު މަސައްކަތްކުރި ބައެއް ފަރާތްތަކުގެ ތެރޭގައި އެކު ޔޫ، ޔޫ އެން ޑީ ޕީ، ޔުނައިޓެޑް ނޭޝަންސް ޑިވެލޮޕްމަންޓް ޕްރޮގްރާމް، ވޯލްޑް ބޭންކް، އިންޓަރނޭޝަނަލް ކޮމިޝަން، ޔޫރަޕިއަން ކޮމިޝަން، ރިޕަބްލިކް އިންޓަރނޭޝަނަލް ސެންޓަރ ފޯ ރިސަރޗް އިން އެގްރިކަލްޗަރ ޑިވެލޮޕްމަންޓް، ސަސްޓެއިނަބަލް އޭޝިއަން ރިސަރޗް ޑިވެލޮޕްމަންޓް ސެންޓަރ، އޭޝިއާން، ޖަޕާން، ޑިޒާސްޓަރ ޑިވެލޮޕްމަންޓް އަދި އިންޓަރނޭޝަނަލް ޑިވެލޮޕްމަންޓް (ރދ)، އޮސްޓްރޭލިއަން ސެންޓަރ ފޯ އިންޓަރނޭޝަނަލް އެގްރިކަލްޗަރަލް ރިސަރޗް، އޭޝިއާ، އިންޓަރނޭޝަނަލް ޑިވެލޮޕްމަންޓް ރިސަރޗް ސެންޓަރ، ނޯވޭޖިއަން އެޖެންސީ ފޯ ޑިވެލޮޕްމަންޓް ކޯޕަރޭޝަން، އޭޝިއަން އިންސްޓިޓިއުޓް އޮފް ޓެކްނޮލޮޖީ، ފުޑް އެންޑް އެގްރިކަލްޗަރ އޯގަނައިޒޭޝަން، ކޮމަންވެލްތް ސެކްރެޓޭރިއެޓް، ހިމެނެއެވެ.

## 2.5 މައިގަނޑު ހަރަކާތްތައް

ނާޕާގެ މައިގަނޑު ހަރަކާތްތަކަކީ:

- ތަޢުލީމާއި ތަމްރީން ދިނުން މީހުންގެ ޤާބިލްކަން އިތުރުކުރުން
- އެކުލަވާލެވިފައިވާ ސަރުކާރުތަކާއި، މިކަމާ ގުޅުންހުރި އަދި ސަރުކާރު ނޫން ފަރާތްތަކާއި، ފަރާތްތަކާ ގުޅުންހުރި ރައްޔިތުން ބައިވެރިކޮށް "ނެޓްވޯކިން" ފަރުމާކޮށްދިނުން ތަޢުލީމާއި ތަރައްޤީގެ މަސައްކަތްތަކުން
- މަޢުލޫމާތު ފޯރުކުރާ ގޮތްތައް ތަރައްޤީކުރުން
- ސިޔާސަތުތައް ކަނޑައަޅައި ތަންފީޒުކުރުމަށް · އަމިއްލަފަރާތާއި ސަރުކާރާއި އަދި އެހެނިހެން ފަރާތްތަކުގެ ޤާބިލްކަން އިތުރުކުރުން
- ފެންގެ ދިރުމުގެ ބަދަލުތައް ދެނެގަނެ އެފަދަތަކުން އެތެރެފަރާތް ރައްކާތެރިކުރުން
- ދިރާސާތަކުގެ ނަތީޖާ ހިއްސާކުރުން، މިއެވެ.

## 3 ނާޕާގައި ބައިވެރިވުމުން ލިބޭ ފައިދާއާއި ދާ ހަރަދު

ކަނޑައެޅި ކުރާ އެކުލަވާލަކަށް ނުވަތަ ދިރާސާކޮށް ރާއްޖޭގައި ތަރައްޤީ ކުރެވުނު ރާއްޖޭގައި ތަންފީޒުކުރުމުން ނާޕާގެ ޑިވެލޮޕްމަންޓް ފައިސާތަކުގެއާއި، މިހާރުވެސް ތަންފީޒުކުރުމުން އެގޮތަށް ފައިސާތަކުގައި ވަރަށް ބޮޑަށް އިސްކަންދިނުމަށް ކަމެކެވެ. ދިރާސާކޮށް ރާއްޖޭގައި ތަރައްޤީކުރުމުގެ މަސްސަލަތައް، ސަރަހައްދީ ފެންވަރުގައި ނާޕާ މަސައްކަތް ކުރުމުގައި ގެންގުޅޭ ފަދަ މަސްސަލަތަކުގެ ތެރޭގައި ހިމެނެއެވެ. ރާއްޖޭގައި ދިރާސާކޮށް ތަރައްޤީ ކުރުމުގެ މަސްސަލަތަކަށް ވުޖޫދު ވެސް އަތްފޯރާގައި

ވަޒީފާއާއި އާމްދަނީގެ ފުރުސަތު އިތުރުކުރުމާއި، މަސްވެރިކަމުގެ ދާއިރާގައި ތަފާތު ބާވަތްތަކުގެ އުފެއްދުމާއި، މަސްވެރިކަމުގެ އުފެއްދުންތެރިކަން އިތުރުކުރުމާއި، ބޭރުފައިސާގެ އާމްދަނީ އިތުރުކުރުމެވެ.

އެކަށައަޅާފައިވާ ސަރުކާރާއި ޚާއްސަ އެއް މަސައްކަތްތަކުގައި ހާސިލްކުރުމަށް މަސައްކަތްކުރާއިރު، ސަރުކާރުގައި ޚާއްސަ ބައިވެރިވުން ދިރިގައިވާ ފުރުސަތުތައް ޚާއްސަ ފަރާތްތަކަށް ފަހިކޮށްދެއެވެ.

- ސަރުކާރު އެކު މަސައްކަތްކުރާ ގިނަ ފަރާތްތަކަށް ޚާއްސަކޮށް ވިޔަފާރި ފަރާތްތަކުން ވިޔަވާ އަދި ފަރުވާ ފަރާތްތަކުން ކަމާބެހޭ ވުމުން، ސަރުކާރުގައި ޚާއްސަ ބައިވެރިވުން މިފަދަ ފަރާތްތަކުގެ އެހީތެރިކަން ސަރުކާރު މުއައްސަސާތަކުން، ޚާއްސަ ގޮތެއްގައި ތަރައްގީ ކުރުމަށް ޖެހޭނެ
- ވިޔަފާރި އިންވެސްޓް ކުރުމަށް އެކިއެކި ސަރުކާރުގެ ސިޔާސަތު (އީއީޒެޑް) ސަރުކާރު ގެނެސްދޭ ފުރުސަތު ބޭރު އަދި އެކްސްޕޯޓް ސެކްޓަރ ހޯދުމުގައި ވިޔަފާރި ބާޒާރު އިތުރުކޮށް އެކްސްޕޯޓް ކުރުމަށް ޖެހޭ ސާމާނާއި ކަލަޅު ވަރުގަދަ ކުރުމުގައި ހިންގުމުގެ ފުރުސަތު، އަދި މިގޮތުން ތިމާވެއްޓާއި ދިމާވާ މަސައްކަތްތަކުގެ ފަރާތުން ޚާއްސަ ފިޔަވަޅުތައް، އެއާއިއެކު މަސްވެރިކަމުގެ ހައިސިއްޔަތުން ޚާއްސަ ކަމަކަށް ވާގޮތަށް މަސައްކަތްކުރުމުގެ ފުރުސަތު ހޯދައިދިނުން ހިމެނެއެވެ
- އެކަށައަޅާފައިވާ ނަގަން މިހާރުވެސް ޚާއްސަ ތަރައްގީ ފުރުސަތުތައް ދީ ސަރުކާރު މަސައްކަތް ފުރުސަތު ދިނުމާއި، މަސްވެރިކަމުގެ އެއްބާރުލުން އާއި، އިންޑަސްޓްރީ އާއި، ހިންގާ ފަރާތްތަކުން ހިމެނުން
- ސަރުކާރުގެ ފުރުސަތުތައް ދިނުމުގައި، އަދި ދިރިއުޅޭ ފުރުސަތުތައް ހޯދުމުގައި އެއްބާރުލުން ބޭނުން ކުރާނެ ވިޔަފާރިތަކާއި ވަޒީފާ ހޯދައިދިނުމަށް، އަދި ފަރާތްތައް އެއްވެސް އެއްބާރުލުން ދިނުމަށް ޚާއްސަ ފުރުސަތުތައް ސަރުކާރު މަސައްކަތް ވަޒީފާ ޚާއްސަ ފަރާތްތަކަށް ދިނުމާއި ވަޒީފާ ހޯދާ ބޭނުންވާ ފުރުސަތު ޤާއިމްކުރުން

ސަރުކާރުގައި ޚާއްސަ ބައިވެރިވުމުން، ސަރުކާރު އެއްބާރުލުން ދިނުން މަސައްކަތް ވަޒީފާތަކަށް ޖެހޭ ބޭނުންވާ ފުރުސަތު ދިނުމުގައި ޚާއްސަ ފުރުސަތު ހޯދައިދެއެވެ.

- ގޮތްތަކުގެ ކުރިއެރުވުމުގެ ޓެކްނޮލޮޖީއާއި، ޓްރޭނިންގ އެޑިއުކޭޝަން ކޯހުގެ ޓެކްނޮލޮޖީއާއި ސަރުކާރުގެ ވަޒީފާތަކަށް އިންޓަރނޭޝަނަލް އެހެން ޓެކްނޮލޮޖީއާއި ވިޔަފާރި ޓެކްނޮލޮޖީތަކުގައި ބައިވެރިވުން. މިގޮތުން ގޮތްތަކުގެ ކުރިއެރުވުމުގެ ޓެކްނޮލޮޖީއާއި، ޓްރޭނިންގ އެޑިއުކޭޝަން ކޯހުގެ ޓެކްނޮލޮޖީގެ ބައިވެރިވުމުގެ ހިތާ ހަރަކާތް ދޭ ސަރުކާރުގެ ވަޒީފާތަކެވެ. އަދި ޓެކްނޮލޮޖީގައި މަސައްކަތް ކުރުމުގެ ބައިވެރިވުމަށް ބޭނުންވާ ވަޒީފާ ހޯދައިދިނުމުގެ މަސައްކަތްތަކުގެ ސަރުކާރުގެ ވަޒީފާ ކުރެވޭނެ.
  - ސަރުކާރަށް ޖެހޭގޮތަށް ވަޒީފާ މަސައްކަތްތައް އެކިއެކި މަސައްކަތް ބަލާ ހަރަކާތްތަކުގެ ބައިވެރިވުމަށް ޖެހޭނެ.
  - ސަރުކާރު ގެނެސްދިނުމުގެ ބޭނުންވާ މަސައްކަތްތަކުގެ ދިރާސާކުރުމުގައި ސަރުކާރުގެ ބައިވެރިވުން ޖެހޭނެ
  - ސަރުކާރުގެ ވަޒީފާ ސަރުކާރު ކުރާ ވަޒީފާއާއި އެކިއެކި މަސައްކަތް ހިފާ ޖެހޭނެ

ނާކާގެ އަހަރީ މެމްބަރޝިޕް ފީގެ ގޮތުގައި ރާއްޖޭން 10000 (ދިހަހާސް) ރުފިޔާ ޗާޖު ދައްކަންޖެހޭނެއެވެ. މެމްބަރޝިޕް ފީ ނޫން އެހެން ފައިސާއެއް މެމްބަރު ކޮމްޕެނީތަކުން ދައްކާކަށް ނުޖެހެއެވެ. މެމްބަރޝިޕް ފީ ކަނޑައެޅުމުގައި މައިގަނޑު ބޯޑުގައި ބަދަލު ކުރުމުގެ ޙައްޤު ލިބިގެންވެއެވެ.

## 4 ނިންމުން

ރާއްޖޭގައި މެރިކަލްޗަރގެ ސިނާޢަތް ޤާއިމުކުރުމަށް އަސްލުކުރަ އަދި ފެސިލިޓީޒް އެހެން ގެއްލުމެއްނުވާ ކަންތައްތައް ތަރައްޤީކޮށް ބެލެހެއްޓުމުގެ މަސައްކަތް ކުރުމަށް ޓީމެއް އުފައްދައިދިނުމަށް ފާސްކުރެވެއެވެ. މިފަދަ ތަރައްޤީއެއް ހޯދުމަށާއި، ޒަމާނީ ޓެކްނޮލޮޖީއާއި ވަސީލަތްތަކާއި ޖާގައާއި ފަރުތަކުން މާލީ ގޮތުން އަދި ފަސޭހަ ހޯދުމަށް ރާއްޖެއާއި ބޭރުން މީހުން ކަނޑައެޅުމުގެ ނިޒާމަކާއި ގުޅުވައި ޤާނޫނާއި ބަޔާން ކުރުމަށް ފުރުޞަތު ދޭނެއެވެ. ނާކާގައި ރާއްޖޭގެ ބިޔަ ސިނާޢަތްތައް ރާއްޖޭގައި މެރިކަލްޗަރގެ ސިނާޢަތް ފުރިހަމަ ކުރުމަށް ސަރުކާރުން ކަމުދާ ގޮތުން އެކުލަވާލެވޭ ފިޔަވަޅު ކަނޑައެޅުމުގެ ފުރުޞަތު ބޭނުންކުރެވޭނެއެވެ. މެރިކަލްޗަރއަކީ އިޤްތިޞާދީ އުފެއްދުމެއް ގޮތުގައި ބައިނަލްއަގުވާމީ ގޮތުން، މެރިކަލްޗަރ މަސައްކަތުގެ ގޮތުން ކޮށް ރަނގަޅު މަސައްކަތްތަކެއް ފެށިދާނެ އުމީދު ރާއްޖޭގައި ފެނިގެން ދާނެއެވެ.

# AGREEMENT ON THE NETWORK OF AQUACULTURE CENTRES IN ASIA AND THE PACIFIC

**Bangkok, 8 January 1988**

**(As amended by the Governing Council at its 14th Meeting, 28 March – 01 April 2003, Yangon, Myanmar)**

The Contracting Parties,

Conscious of the paramount importance of fisheries as an essential sector of development in the Asia-Pacific region;

Recognizing that aquaculture plays a vital role in the promotion and better use of fishery resources;

Recognizing that the establishment and maintenance of a network of aquaculture centres in the region can make a significant contribution to the development of aquaculture;

Considering that the success of such a network will depend largely on close regional co-operation;

Considering that co-operation in this field can best be achieved through the establishment of an intergovernmental organization carrying out its activities in collaboration with other governments as well as organizations and institutions that may be able to provide financial and technical support;

Have agreed as follows:

## Article 1

## ESTABLISHMENT

The Contracting Parties hereby establish the Organization for the Network of Aquaculture Centres in Asia and the Pacific (NACA) with the objectives and functions set out hereinafter.

## Article 2

## DEFINITIONS

For the purpose of this Agreement:

"Aquaculture" means the farming of aquatic organisms.

"Donor Government" means a government, other than a Member Government, which makes a substantial contribution to the activities of the Organization and has concluded an agreement pursuant to Article 15 of this Agreement.

"Member" means a government which is a contracting party to this Agreement.

"National centre" means an aquaculture institution designated by a Member to serve as national focal point for linkage with NACA.

"Organization" means the Organization for the Network of Aquaculture Centres in Asia and the Pacific (NACA).

"Regional centre" means an aquaculture institution in the Asia-Pacific region selected by the Members to serve as a lead centre to share in the regional activities and responsibilities of NACA.

## Article 3

## OBJECTIVES

1. The objectives of the Organization shall be to assist the Members in their efforts to expand aquaculture development mainly for the purpose of:

(a) increasing production;
(b) improving rural income and employment;
(c) diversifying farm production; and
(d) increasing foreign exchange earnings and savings.

2. In order to facilitate the achievement of the foregoing objectives, the Organization shall:

(a) consolidate the establishment of an expanded network of aquaculture centres to share the responsibility of research, training and information exchange essential to aquaculture development in the region;

(b) strengthen institutional and personal links among national and regional centres through the exchange of technical personnel, technical know-how and information;

(c) promote regional self-reliance in aquaculture development through Technical Co-operation among Developing Countries (TCDC); and

(d) promote the role of women in aquaculture development.

## Article 4

## FUNCTIONS

In order to achieve its objectives, the Organization shall:

(a) conduct disciplinary and interdisciplinary research on selected aquafarming systems for adaptation or improvement of technologies, and for the development of new technologies;

(b) train and upgrade core personnel needed for national aquaculture planning, research, training, extension and development;

(c) establish a regional information system to provide appropriate information for development planning, research and training;

(d) assist Members in strengthening their national centres linked to the regional centres;

(e) assist the national centres of Members in testing and adapting existing technology to local requirements and in the training of technicians, extension workers and farmers at the national level;

(f) transfer to the Members appropriate aquaculture technologies and techniques developed at regional centres;

(g) facilitate the exchange of national experts, technical know-how and information within the framework of TCDC;

(h) develop programmes for the promotion of women's participation in aquaculture development at all levels;

(i) assist Members in feasibility studies and project formulation; and

(j) undertake such other activities related to the objectives of the Organization as may be approved by the Governing Council.

## Article 5

## SEAT

1. The Seat of the Organization shall be determined by the Governing Council, subject to the consent of the Member concerned.

2. The Host Government shall provide free of charge or at a nominal rent, such accommodation and facilities as are necessary for the efficient conduct of work at the Seat of the Organization.

3. If necessary, the Governing Council may establish subsidiary offices, subject to the consent of the Members concerned; in so doing account should be taken of the possibility of utilizing accommodation in existing centres.

## Article 6

## MEMBERSHIP

1. The Members of the Organization shall be the Contracting Parties to this Agreement.

2. The original Members of the Organization shall be the Governments in Asia and the Pacific invited to the Conference of Plenipotentiaries at which this Agreement was adopted, which have ratified the Agreement or have acceded thereto. A list of invited Governments is given in the Annex to this Agreement.

3. The Governing Council of the Organization may, by a majority of not less than two-thirds of the Members, authorize any Government not referred to in paragraph 2 above, which has submitted an application for membership, to accede to this Agreement as in force at the time of accession, in accordance with Article [16], paragraph 3.

## Article 7

## RIGHTS AND OBLIGATIONS OF MEMBERS

1. Members shall, in accordance with this Agreement, have the right:

(a) to attend the meetings of the Governing Council and other appropriate meetings that may be called by the Organization;

(b) to obtain on request, free of charge within reasonable limits, information available within the Organization, on matters of their concern, including guidelines for obtaining technical assistance, and collaboration in the study of their problems; and

(c) to receive free of charge publications and other information that may be distributed by the Organization.

2. Members shall, in accordance with this Agreement, have the following obligations:

(a) to settle their financial obligations towards the Organization;

(b) to collaborate in determining the technical activities of the Organization;

(c) to provide, promptly, information reasonably requested by the Organization, to the extent that this is not contrary to any laws or regulations of the Members;

(d) to undertake assignments that may be mutually agreed between individual Members or groups of Members and the Organization;

(e) to accord to the Organization and its Members, in so far as it may be possible under the constitutional procedures of the respective Members, facilities which are deemed essential for the successful functioning of the Organization; and

(f) to collaborate, in general, in the fulfillment of the objectives and functions of the Organization.

## Article 8

### Associate Membership

1. Any group of states, any regional or international donor agency, any inter-governmental organization, any regional economic organization, including a regional integration organization, which may contribute to the achievement of the objectives of the Organization, is eligible to apply for associate membership of the Organization in accordance with the provisions of this Agreement.

2. The Governing Council of the Organization may by a majority of not less than two-thirds of the Members, decide to admit as an Associate Member of the Organization, any association or organization eligible pursuant to paragraph 1 of this Article and which has submitted an application for Associate Membership and a declaration made in a formal instrument that it will accept the obligations of this Agreement as in force at the time of admission.

3. Associate Membership shall become effective on the date on which the Governing Council approves the application.

4. Any group of states, any regional or international donor agency, any inter-governmental organization, any regional economic organization, including a regional integration organization applying for Associate Membership in the Organization shall submit an application for Associate Membership to the Director of the Organization, who shall inform the Members [and Associate Members] of the Organization of such application. The Governing Council shall then decide on the application in accordance with paragraph 2 of this Article. If a favourable decision is taken it shall invite the applicant to submit the declaration referred to in paragraph 2.

5. Any Associate Member may terminate its associate membership by notifying the Director General of the Organization who shall inform the Members and Associate Members of the Organization of such notification. The denunciation shall take effect at the end of one year from the date when the notification was received by the Director of the Organization. The financial obligations, if any, are to be fulfilled up to the last year in which the denunciation takes place.

6. Associate Members shall, in accordance with this Agreement, have the right:

(a) to attend and participate, without vote, in the meetings of the Governing Council and other appropriate meetings that may be called by the Organization;

(b) to obtain on request, free of charge within reasonable limits, information available within the Organization, on matters of their concern, including guidelines for obtaining technical assistance, and collaboration in the study of their problems; and

(c) to receive free of charge publications and other information that may be distributed by the Organization.

2. Associate Members shall, in accordance with this Agreement, have the following obligations:

(a) to settle their financial obligations towards the Organization as determined by the Governing Council pursuant to Article [9.];

(b) to collaborate in determining the technical activities of the Organization;

(c) to provide, promptly, information reasonably requested by the Organization, to the extent that this is not contrary to any rules of the Associate Member;

(d) to undertake assignments that may be mutually agreed between Associate Members and the Organization;

(e) to accord to the Organization and its Members, in so far as it may be possible under the constitutional procedures of the respective Members, facilities which are deemed essential for the successful functioning of the Organization; and

(f) to collaborate, in general, in the fulfillment of the objectives and functions of the Organization.

## Article 9

## THE GOVERNING COUNCIL

1. The Organization shall have a Governing Council on which each Member shall be represented. The Governing Council shall be the supreme body of the Organization.

2. The Governing Council shall adopt its own Rules of Procedure.

3. The Governing Council shall hold an annual session at such time and place as it shall determine.

4. Special sessions of the Governing Council may be convened by the Director General at the request of not less than two-thirds of the Members.

5. The Governing Council may, in its Rules of Procedure, establish a procedure whereby the Chairman of the Governing Council may obtain a vote of the Members on a specific
question without convening a meeting of the Council.

6. The Governing Council shall elect its Chairman and other officers.

7. Each Member shall have one vote. Unless otherwise provided in this Agreement, decisions of the Governing Council shall be taken by a majority of the votes cast. A majority of the Members shall constitute a quorum.

8. The Food and Agriculture Organization of the United Nations (FAO) shall be invited to be represented at meetings of the Governing Council in an advisory capacity.

9. Donor Governments may be represented at meetings of the Governing Council in accordance with an agreement concluded with the Organization under Article [16] of this Agreement.

## Article 10

## FUNCTIONS OF THE GOVERNING COUNCIL

The functions of the Governing Council shall be:

1. (a) to determine the policy of the Organization and to approve by a majority of not less than two-thirds of the Members its programme of work and its budget, giving due consideration to the conclusions and recommendations of the Technical Advisory Committee referred to in Article [12];

(b) to assess, by a majority of not less than two-thirds of the Members, the contribution of Members as provided in Article [14];

(c) to establish special funds to enable the acceptance of additional resources for the development of programmes and projects;

(d) to lay down general standards and guidelines for the management of the Organization;

(e) to evaluate the progress of work and activities of the Organization including the auditing of accounts, in accordance with policies and procedures established for the purpose by the Governing Council, and to give guidance to the Director General on the implementation of its decisions;

(f) to formulate and adopt the Financial Regulations and the Administrative Regulations, and to appoint auditors;

(g) to appoint the Director General of the Organization and to determine his conditions of service;

(h) to adopt rules governing the settlement of disputes, referred to in Article [20];

(i) to approve formal arrangements with governments as well as other organizations or institutions, including any headquarters agreement concluded between the Organization and the Host Government;

(j) to adopt the Staff Regulations which determine the general terms and conditions of employment of the staff;

(k) to approve agreements for co-operation to be concluded pursuant to Article [16]; and

(l) to perform all other functions that have been entrusted to it by this Agreement or that are ancillary to the accomplishment of the approved activities of the Organization.

## Article 11

## OBSERVERS

Non-member Governments, organizations and institutions that are able to make a significant contribution to the activities of the Organization may, in accordance with the Rules of Procedure adopted under Article 8, paragraph 2, be invited to be represented at sessions of the Governing Council as observers.

## Article 12

## TECHNICAL ADVISORY COMMITTEE

1. The Governing Council shall establish a Technical Advisory Committee composed of one representative designated by each Member of the Organization.

2. The representatives designated on the Technical Advisory Committee shall be persons with special competence and expertise in the field of aquaculture.

3. The Technical Advisory Committee shall meet at least once a year and at any time at the request of the Governing Council.

4. At its annual meeting the Committee shall designate one of the Committee members as Chairman who shall convene the next annual meeting of the Technical Advisory Committee.

5. The Technical Advisory Committee shall advise the Governing Council on all technical aspects of the activities of the Organization.

6. At each session, the Technical Advisory Committee shall adopt a report, which shall be submitted to the Governing Council.

7. FAO shall be invited to be represented at Sessions of the Technical Advisory Committee. Where appropriate, representatives of Donor Governments and of other organizations or institutions shall also be invited to be represented at such sessions.

## Article 13

## DIRECTOR GENERAL AND STAFF

1. The Organization shall have a Director General appointed by the Governing Council.

2. The Director General shall be the legal representative of the Organization. He shall direct the work of the Organization under the guidance of the Governing Council in accordance with its policies and decisions.

3. The Director General shall submit to the Governing Council at each regular session:

(a) a report on the work of the Organization, as well as the audited accounts; and

(b) a draft programme of work and a draft budget for the following year.

4. The Director General shall:

(a) prepare and organize the sessions of the Governing Council and all other meetings of the Organization and shall provide the secretariat therefor;

(b) ensure co-ordination among Members of the Organization;

(c) organize conferences, symposia, regional training programmes and other meetings in accordance with the approved programme of work;

(d) initiate proposals for joint action programmes with regional and other international bodies;

(e) be responsible for the management of the Organization;

(f) ensure the publication of research findings, training manuals, information printouts and other materials as required;

(g) take action on other matters consistent with the objectives of the Organization; and

(h) perform any other function as may be specified by the Governing Council.

5. Staff members and consultants shall be appointed by the Director General in accordance with the policy, general standards and guidelines laid down by the Governing Council and in accordance with the Staff Regulations. Director General shall promulgate Staff Rules, as required, to implement the foregoing.

**Article 14**

## FINANCES

1. The financial resources of the Organization shall be:

(a) the contributions of the Members to the budget of the Organization;

(b) the revenue obtained from the provision of services against payment;

(c) donations, provided that acceptance of such donations is compatible with the objectives of the Organization; and (d) such other resources as are approved by the Governing Council and compatible with the objectives of the Organization.

2. Members undertake to pay annual contributions in freely convertible currencies to the regular budget of the Organization.

3. A Member which is in arrears in the payment of its financial contributions to the Organization shall have no vote in the Governing Council if the amount of its arrears equals or exceeds the amount of the contributions due from it for the two preceding calendar years. The Governing Council may, nevertheless, permit such a Member to vote if it is satisfied that the failure to pay was due to conditions beyond the control of the Member.

4. Unless otherwise agreed by the consensus of the Members of the Organization, each Member's financial liability to the Governing Council and to other Members and for the acts of omission and commission of the Governing Council shall be limited to the extent of its obligation to make contributions to the budget of the Organization.

**Article 15**

## LEGAL STATUS, PRIVILEGES AND IMMUNITIES

1. The Organization shall have juridical personality and such legal capacity as may be necessary for the fulfilment of the Organization's objectives and for the exercise of its functions.

2. The Organization shall be accorded the privileges and immunities necessary to perform its functions provided for in this Agreement. In addition, the representatives of Members and the Director General and staff of the Organization shall be accorded the privileges and immunities necessary for the independent exercise of their functions with the Organization as generally accorded to international organizations in each country.

3. Each Member shall accord the status, privileges and immunities referred to above by applying, mutatis mutandis, to the Organization, the representatives of Members, and to the Director General and staff of the Organization the privileges and immunities provided for in the Convention on the Privileges and Immunities of the

Specialized Agencies adopted by the General Assembly of the United Nations on 21 November 1947.

4. Privileges and immunities are accorded to the representatives of Members and to the Director General and staff of the Organization not for the personal benefit of the individuals themselves, but in order to safeguard the independent exercise of their functions in connection with the Organization. Consequently, a Member not only has the right but is under a duty to waive the immunity of its representatives in any case where, in the opinion of the Member, the immunity would impede the course of justice, and where it can be waived without prejudice to the purpose for which the immunity is accorded. If the Member does not waive the immunity of the representative, the Member shall make the strongest efforts to achieve an equitable solution of the matter. Similarly, the Director General not only has the right, but is under a duty to waive the immunity of a staff member where, in the opinion of the Director General, the immunity would impede the course of justice, and where it can be waived without prejudice to the purpose for which the immunity is accorded. If the Director General does not waive the immunity of the staff member, he shall make the strongest efforts to achieve an equitable solution of the matter. The immunity of the Director General may only be waived by the Governing Council.

5. The Organization shall conclude a headquarters agreement with the Host Government, and may conclude agreements with other States in which offices of the Organization may be located, specifying the privileges and immunities and facilities to be enjoyed by the Organization to enable it to fulfill its objectives and to perform its functions.

## Article 16

## CO-OPERATION WITH DONOR GOVERNMENTS AND WITH OTHER ORGANIZATIONS AND INSTITUTIONS

1. The Contracting Parties agree that there should be a close working relationship between the Organization and the Food and Agriculture Organization of the United Nations (FAO). To this end the Organization shall enter into negotiations with FAO with a view to concluding an agreement pursuant to Article XIII of the FAO Constitution. Such agreement should provide, inter alia, that the Director-General of FAO may appoint a Representative who shall be entitled to participate in all meetings of the Organization in an advisory capacity, without the right to vote.

2. The Contracting Parties agree that there should be co-operation between the Organization and Donor Governments whose contribution would further the activities of the Organization. To this end, the Organization may enter into agreements with such Donor Governments wherein provision may be made for their participation in certain activities of the Organization.

3. The Contracting Parties agree that there should be co-operation between the Organization and other international organizations and institutions, especially those active in the fisheries sector, which might contribute to the work and further the objectives of the Organization. The Organization may enter into agreements with such

organizations and institutions. Such agreements may include, if appropriate, provision for participation by such organizations and institutions in activities of the Organization.

## Article 17

## SIGNATURE, RATIFICATION, ACCESSION, ENTRY INTO FORCE AND ADMISSION

1. This Agreement shall be open for signature by the Governments in Asia and the Pacific listed in the Annex hereto, in Bangkok on 8th January 1988 and, thereafter, at the Headquarters of the Food and Agriculture Organization of the United Nations (FAO) in Rome until 7th January 1989. Governments which have signed the Agreement may become a party thereto by depositing an instrument of ratification. Governments which have not signed the Agreement may become a party thereto by depositing an instrument of accession.

2. Instruments of ratification or accession shall be deposited with the Director-General of FAO, who shall be the Depositary of this Agreement.

3. Subject to Article 6, paragraph 3 of this Agreement, and at any time after the entry into force thereof, any Government not referred to in paragraph 1 above may apply to the Director-General of FAO to become a member of the Organization. The Director-General of FAO shall inform Members of such application. The Governing Council shall then decide on the application in accordance with Article 6 and if a favourable decision is taken, invite the Government concerned to accede to this Agreement. The Government shall lodge its instrument of accession, whereby it consents to be bound by the provisions of this Agreement as from the date of its admission, with the Director-General of FAO within ninety days of the date of the invitation by the Governing Council.

4. This Agreement shall enter into force, with respect to all Governments which have ratified it or acceded thereto, on the date when instruments of ratification or accession have been deposited by at least five Governments listed in the Annex.

## Article 18

## AMENDMENT

1. The Governing Council may amend this agreement by a three-quarters majority of the Members. Amendments shall take effect, with respect to all Contracting Parties, on the thirtieth day after their adoption by the Governing Council, except for any Contracting Party which gives notice of withdrawal within thirty days of receipt of notification of the adoption of such amendments, subject to the condition that any obligation incurred by the Member vis-a-vis the Organization shall remain valid and enforceable. Amendments adopted shall be notified to the Depositary forthwith.

2. Proposals for the amendment of this Agreement may be made by a Member in a communication to the Depositary, who shall promptly notify the proposal to all Members and to the Director General of the Organization.

3. No proposal for amendment shall be considered by the Governing Council unless it was received by the Depositary at least one hundred and twenty days before the opening day of the session at which it is to be considered.

## Article 19

## WITHDRAWAL AND DISSOLUTION

1. At any time after the expiration of three years from the date when it became a party to this Agreement, any Member may give notice of its withdrawal from the Organization to the Depositary. Such withdrawal shall take effect twelve months after the notice thereof was received by the Depositary or at any later date specified in the notice, provided, however, that any obligation incurred by the Member vis-a-vis the Organization shall remain valid and enforceable.

2. The Organization shall cease to exist at any time decided by the Governing Council by a three-quarters majority of the Members. The disposal of any real property belonging to the Organization shall be subject to the prior approval of the Governing Council. Any assets remaining after the land, buildings and fixtures have been disposed of, after the balance of any donated funds that have not been used has been returned to the respective donors, and after all obligations have been met, shall be distributed among the Governments which were Members of the Organization at the time of the dissolution, in proportion to the contributions that they made in accordance with Article [14], paragraph 2, for the year preceding the year of the dissolution.

## Article 20

## INTERPRETATION AND SETTLEMENT OF DISPUTES

1. Any dispute concerning the interpretation or application of this Agreement which cannot be settled by negotiation, conciliation or similar means may be referred by any party to the dispute to the Governing Council for its recommendation. Failing settlement of the dispute, the matter shall be submitted to an arbitral tribunal consisting of three arbitrators. The parties to the dispute shall appoint one arbitrator each; the two arbitrators so appointed shall designate by mutual consent the third arbitrator, who shall be the President of the tribunal. If one of the parties does not appoint an arbitrator within two months of the appointment of the first arbitrator, or if the President of the arbitral tribunal has not been designated within two months of the appointment of the second arbitrator, the Chairman of the Governing Council shall designate the arbitrator or the President, as the case may be, within a further two-month period.

2. The proceedings of the arbitral tribunal shall be carried out in accordance with the rules of the United Nations Commission on International Trade Law (UNCITRAL).

3. A Member which fails to abide by an arbitral award rendered in accordance with paragraph 1 of this Article may be suspended from the exercise of the rights and privileges of membership by a two-thirds majority of the Members.

## Article 21

## DEPOSITARY

The Director-General of FAO shall be the Depositary of this Agreement. The Depositary shall:

(a) send certified copies of this Agreement to the Governments invited as participants to the Conference of Plenipotentiaries, and to any other Government which so requests;

(b) arrange for the registration of this Agreement, upon its entry into force, with the Secretariat of the United Nations in accordance with Article 102 of the Charter of the United Nations;

(c) inform the Governments invited as participants to the Conference of Plenipotentiaries and any Government that has been admitted to membership in the Organization of:(i) the signature of this Agreement and the deposit of instruments of ratification or accession in accordance with Article [17];

(ii) the date of entry into force of this Agreement in accordance with Article [17], paragraph 4;

(iii) notification of the desire of a Government to be admitted to membership in the Organization; and admissions, in accordance with Article 6;

(iv) proposals for the amendment of this Agreement and of the adoption of amendments, in accordance with Article [18]; and

(d) convene the first session of the Governing Council of the Organization within six months after the entry into force of this Agreement, in accordance with Article [17], paragraph 4.

## Article 22

## ANNEX

The Annex shall constitute an integral part of this Agreement.

Done at Bangkok this eighth day of January 1988 in a single copy in the English language. The original text shall be deposited in the archives of the Food and Agriculture Organization of the United Nations in Rome.

Annex

## LIST OF GOVERNMENTS INVITED TO THE CONFERENCE OF PLENIPOTENTIARIES

(Article 6, paragraph 2)

Australia
Bangladesh
Bhutan
Brunei
(Burma) Myanmar
People's Republic of China
Cook Islands
Democratic Kampuchea
Democratic People's Republic of Korea
Fiji
France
Hong Kong
India
Indonesia
Japan
Republic of Korea
Laos
Malaysia
Maldives
Mongolia
Nepal
New Zealand
Pakistan
Papua New Guinea
Philippines
Samoa
Singapore
Solomon Islands
Sri Lanka
Thailand
Tonga
Tuvalu
United States of America
Vanuatu
Viet Nam

# ޗެޕްޓަރު-2: ބާޖިރީ ރިޕޯޓް

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