REGERINGSKANSLIET

Protokoll § 4

2010-03-15 UF2010/5536/IH

Utrikesdepartementet

Årligt bidrag till Common Fund for Commodities

4 bilagor

Gemensamma råvarufonden (CFC) har inkommit med en ansökan om stöd i form av en delbetalning av det frivilliga bidrag som Sverige utlovade till CFC år 1979. Medlen går oavkortat till fondens kärnverksamhet, som är att finansiera råvaruinriktade utvecklingsprojekt som bedrivs i många råvaruproducerande länder. Nästa finansieringsperiod sträcker sig från 2008-2012 och vägleds av den femåriga handlingsplan som antogs av CFC:s beslutande råd den 27 och 28 november 2007, "Five Year Action Plan 2008 to 2012".

Råvarufondens verksamhet syftar till att stärka råvaruproducenters socio-ekonomiska utveckling och på så sätt bidra till samhällsutvecklingen i stort i utvecklingsländer. Fondens aktiviteter är bland annat inriktade på att förbättra producenters tillgång till utländska marknader, säkerställa utbudet av råvaror inklusive förädlade produkter och främja förädlingen av produkter i utvecklingsländerna med avsikt att öka exportintäkterna genom stärkande av förädlings- och paketeringsindustrin. Dessa insatser ryms inom ramen för Aid for Trade, i synnerhet kategori fyra – stöd till att utveckla produktionskapacitet.

Regeringskansliets beslut

Regeringskansliet (Utrikesdepartementet) beslutar att lämna ett bidrag på 265 271 US-dollar (högst 2 400 000 kronor) till Common Fund for Commodities för perioden 2010-2012 att utbetalas som följer; för år 2010 utbetalas 79 813 USD (högst 700 000 SEK), för 2011 utbetalas 87 023 USD (högst 800 000 SEK) samt för 2012 utbetalas 98 435 USD (högst 900 000 SEK). För medlens användning gäller CFC:s handlingsplan för 2008-2012, CFC/GC/19/3 (bil. 1) samt de allmänna

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villkor (Standard Conditions) som bifogas (bil. 2). Bidraget avser verksamhet längst till den 31 december 2012. Medlen ska ha rekvirerats senast den 10 december 2010, respektive 10 december 2011 och 10 december 2012 med användande av bifogad blankett (bil. 3).

Utgiften ska belasta det för budgetåret 2010 under utgiftsområde 7 upptagna ramanslaget 1:1 Biståndsverksamhet, anslagsposten 29.1 Organisations- och temastöd. För budgetåret 2011 och 2012 ska motsvarande budgetpost belastas.

CFC ska löpande redogöra för genomförandet av fondens insatser i enlighet med vad som anges i CFC:s handlingsplan CFC/GC/19/3 och CFC: s avtal ”Agreement Establishing the Common Fund for Commodities” (bil. 4).

Beslutet har fattats av chefen för enheten för internationell handelspolitik, ambassadören Teppo Tauriainen.

Utdrag till
UD IH
UD UP
UD USTYR
UD EKO
Fi BA
FA UD ARK
Sida
Representationen i Genève
Representationen i Bryssel
Ambassaden i Haag
Sveriges riksbank

AGREEMENT ESTABLISHING
THE COMMON FUND
FOR COMMODITIES

AGREEMENT ESTABLISHING THE COMMON FUND FOR COMMODITIES

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Part One

Agreement Establishing the Common Fund for Commodities

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NOTE: For the purposes of article 11, the conversion rates for Usable Currencies in terms of the Unit of Account, as at the date of the Agreement (27 June 1980), are as follows:

Currency	Currency units per Unit of Account
Deutsche mark	2.33306
French franc	5.42029
Japanese yen	287.452
Pound sterling	0.563927
United States dollar	1.32162

Preamble

The Parties,

Determined to promote economic co-operation and understanding among all States, particularly between developed and developing countries, based on the principles of equity and sovereign equality and thereby to contribute to the establishment of a New International Economic Order,

Recognizing the need for improved forms of international co-operation in the field of commodities as an essential condition for the establishment of a New International Economic Order, aimed at promoting economic and social development, particularly of developing countries,

Desirous of promoting global action to improve market structures in international trade in commodities of interest to developing countries,

Recalling resolution 93 (IV) on the Integrated Programme for Commodities adopted at the fourth session of the United Nations Conference on Trade and Development (hereinafter referred to as UNCTAD),

Have agreed to establish hereby the Common Fund for Commodities, which shall operate in accordance with the following provisions:

Chapter I. Definitions

Article 1

DEFINITIONS

For the purposes of this Agreement:

1. "Fund" means the Common Fund for Commodities established by this Agreement.

2. "International Commodity Agreement or Arrangement" (hereinafter referred to as ICA) means any intergovernmental agreement or arrangement to promote international co-operation in a commodity, the parties to which include producers and consumers covering the bulk of world trade in the commodity concerned.

3. "International Commodity Organization" (hereinafter referred to as ICO) means the organization established by an ICA to implement the provisions of the ICA.

4. "Associated ICO" means an ICO which is associated with the Fund pursuant to article 7.

5. "Association Agreement" means the agreement entered into between an ICO and the Fund pursuant to article 7.

6. "Maximum Financial Requirements" (hereinafter referred to as MFR) means the maximum amount of funds that may be drawn and borrowed by an Associated ICO from the Fund, to be determined in accordance with article 17, paragraph 8.

7. "International Commodity Body" (hereinafter referred to as ICB) means a body designated in accordance with article 7, paragraph 9.

8. "Unit of Account" means the unit of account of the Fund as defined in accordance with article 8, paragraph 1.

9. "Usable Currencies" means (*a*) the deutsche mark, the French franc, the Japanese yen, the pound sterling, the United States dollar and any other currency which has been designated from time to time by a competent international monetary organization as being in fact widely used to make payments for international transactions and widely traded in the principal exchange markets, and (*b*) any other freely available and effectively usable currency which the Executive Board may designate by a Qualified Majority after the approval of the country whose currency the Fund proposes to designate as such. The Governing Council shall designate a competent international monetary organization under (*a*) above and shall adopt by a Qualified Majority rules and regulations regarding the designation of currencies under (*b*) above, in accordance with prevailing international monetary practice. Currencies may be removed from the list of Usable Currencies by the Executive Board by a Qualified Majority.

10. "Directly Contributed Capital" means capital specified in article 9, paragraph 1 (*a*) and paragraph 4.

11. "Paid-in Shares" means the shares of Directly Contributed Capital specified in article 9, paragraph 2 (*a*), and article 10, paragraph 2.

12. "Payable Shares" means the shares of Directly Contributed Capital specified in article 9, paragraph 2 (*b*), and article 10, paragraph 2 (*b*).

13. "Guarantee Capital" means capital provided to the Fund, pursuant to article 14, paragraph 4, by Members of the Fund participating in an Associated ICO.

14. "Guarantees" means guarantees provided to the Fund, pursuant to article 14, paragraph 5, by participants in an Associated ICO which are not Members of the Fund.

15. "Stock Warrants" means stock warrants, warehouse receipts or other documents of title evidencing ownership of commodity stocks.

16. "Total voting power" means the sum of the votes held by all the Members of the Fund.

17. "Simple Majority" means more than half of all votes cast.

18. "Qualified Majority" means at least two thirds of all votes cast.

19. "Highly Qualified Majority" means at least three fourths of all votes cast.

20. "Votes cast" means affirmative and negative votes.

Chapter II. Objectives and functions

Article 2

OBJECTIVES

The objectives of the Fund shall be:

(*a*) To serve as a key instrument in attaining the agreed objectives of the Integrated Programme for Commodities as embodied in resolution 93 (IV) of UNCTAD;

(*b*) To facilitate the conclusion and functioning of ICAs, particularly concerning commodities of special interest to developing countries.

Article 3

FUNCTIONS

In fulfilment of its objectives, the Fund shall exercise the following functions:

(*a*) To contribute, through its First Account as hereinafter provided, to the financing of international buffer stocks and internationally co-ordinated national stocks, all within the framework of ICAs;

(*b*) To finance, through its Second Account, measures in the field of commodities other than stocking, as hereinafter provided;

(*c*) To promote co-ordination and consultation through its Second Account with regard to measures in the field of commodities other than stocking, and their financing, with a view to providing a commodity focus.

Chapter III. Membership

Article 4

ELIGIBILITY

Membership in the Fund shall be open to:

(*a*) All States Members of the United Nations or of any of its specialized agencies or of the International Atomic Energy Agency; and

(*b*) Any intergovernmental organization of regional economic integration which exercises competence in fields of activity of the Fund. Such intergovernmental organizations shall not be required to undertake any financial obligations to the Fund; nor shall they hold any votes.

Article 5

MEMBERS

The Members of the Fund (hereinafter referred to as Members) shall be:

(*a*) Those States which have ratified, accepted or approved this Agreement in accordance with article 54;

(*b*) Those States which have acceded to this Agreement in accordance with article 56;

(*c*) Those intergovernmental organizations referred to in article 4 (*b*) which have ratified, accepted or approved this Agreement in accordance with article 54;

(*d*) Those intergovernmental organizations referred to in article 4 (*b*) which have acceded to this Agreement in accordance with article 56.

Article 6

LIMITATION OF LIABILITY

No member shall be liable, by reason only of its membership, for acts or obligations of the Fund.

Chapter IV. Relationship of ICOs and ICBs with the Fund

Article 7

RELATIONSHIP OF ICOs AND ICBs WITH THE FUND

1. The facilities of the Fund's First Account shall be used only by ICOs established to implement the provisions of ICAs providing for either international buffer stocks or internationally co-ordinated national stocks, and which have concluded an Association Agreement. The Association Agreement shall comply with the terms of this Agreement and of any rules and regulations consistent therewith to be adopted by the Governing Council.

2. An ICO established to implement the provisions of an ICA which provides for international buffer stocks may become associated with the Fund for the purposes of the First Account, provided that the ICA is negotiated or renegotiated on, and conforms to, the principle of joint buffer stock financing by producers and consumers participating therein. For the purposes of this Agreement, levy-financed ICAs shall be eligible for association with the Fund.

3. A proposed Association Agreement shall be presented by the Managing Director to the Executive Board and, with the recommendation of the Board, to the Governing Council for approval by a Qualified Majority.

4. In carrying out the provisions of the Association Agreement between the Fund and an Associated ICO each institution shall respect the autonomy of the other. The Association Agreement shall specify the mutual rights and obligations of the Fund and the Associated ICO, in terms consistent with the relevant provisions of this Agreement.

5. An Associated ICO shall be entitled to borrow from the Fund through its First Account without prejudice to its eligibility to obtain financing from the Second Account, provided that the Associated ICO and its participants have performed and are duly performing their obligations to the Fund.

6. An Association Agreement shall provide for a settlement of accounts between the Associated ICO and the Fund before any renewal of the Association Agreement.

7. An Associated ICO may, if the Association Agreement so provides and with the consent of the preceding Associated ICO covering the same commodity, succeed to the rights and obligations of the preceding Associated ICO.

8. The Fund shall not intervene directly in commodity markets. However, the Fund may dispose of commodity stocks only pursuant to article 17, paragraphs 15 to 17.

9. For the purpose of the Second Account, the Executive Board shall from time to time designate appropriate commodity bodies, including ICOs, whether or not they are Associated ICOs, as ICBs, provided that they meet the criteria set out in schedule C.

Chapter V. Capital and other resources

Article 8

UNIT OF ACCOUNT AND CURRENCIES

1. The Unit of Account of the Fund shall be as defined in schedule F.

2. The Fund shall hold, and conduct its financial transactions in, Usable Currencies. Except as provided in article 16, paragraph 5 (*b*), no Member shall maintain or impose restrictions on the holding, use or exchange by the Fund of Usable Currencies deriving from:

(*a*) Payment of subscriptions of Shares of Directly Contributed Capital;

(*b*) Payment of Guarantee Capital, cash in lieu of Guarantee Capital, Guarantees or cash deposits resulting from the association of ICOs with the Fund;

(*c*) Payment of voluntary contributions;

(*d*) Borrowing;

(*e*) Disposal of forfeited stocks, pursuant to article 17, paragraphs 15 to 17;

(*f*) Payment on account of principal, income, interest or other charges in respect of loans or investments made out of any of the funds referred to in this paragraph.

3. The Executive Board shall determine the method of valuation of Usable Currencies, in terms of the Unit of Account, in accordance with prevailing international monetary practice.

Article 9

CAPITAL RESOURCES

1. The capital of the Fund shall consist of:

(*a*) Directly Contributed Capital to be divided into 47,000 Shares to be issued by the Fund, having a par value of 7,566.47145 Units of Account each and a total value of 355,624,158 Units of Account; and

(*b*) Guarantee Capital provided directly to the Fund in accordance with article 14, paragraph 4.

2. The Shares to be issued by the Fund shall be divided into:

(*a*) 37,000 Paid-in Shares; and

(*b*) 10,000 Payable Shares.

3. Shares of Directly Contributed Capital shall be available for subscription only by Members in accordance with the provisions of article 10.

4. The Shares of Directly Contributed Capital:

(*a*) Shall, if necessary, be increased by the Governing Council upon the accession of any State under article 56;

(*b*) May be increased by the Governing Council in accordance with article 12;

(*c*) Shall be increased by the amount needed pursuant to article 17, paragraph 14.

5. If the Governing Council makes available for subscription the unsubscribed Shares of Directly Contributed Capital pursuant to article 12, paragraph 3, or increases the Shares of Directly Contributed Capital pursuant to paragraph 4 (*b*) or 4 (*c*) of this article, each Member shall have the right, but shall not be required, to subscribe such Shares.

Article 10
Subscription of Shares

1. Each Member referred to in article 5 (*a*) shall subscribe, as set forth in schedule A:

(*a*) 100 Paid-in Shares; and

(*b*) Any additional Paid-in and Payable Shares.

2. Each Member referred to in article 5 (*b*) shall subscribe:

(*a*) 100 Paid-in Shares; and

(*b*) Any additional Paid-in and Payable Shares to be determined by the Governing Council by a Qualified Majority in a manner consistent with the allocation of Shares in schedule A and in accordance with the terms and conditions agreed pursuant to article 56.

3. Each Member may allocate to the Second Account a part of its subscription under paragraph 1 (*a*) of this article with a view to an aggregate allocation to the Second Account, on a voluntary basis, of not less than 52,965,300 Units of Account.

4. Shares of Directly Contributed Capital shall not be pledged or encumbered by Members in any manner whatsoever and shall be transferable only to the Fund.

Article 11
Payment of Shares

1. Payments of Shares of Directly Contributed Capital subscribed by each Member shall be made:

(*a*) In any Usable Currency at the rate of conversion between that Usable Currency and the Unit of Account as at the date of payment; or

(*b*) In a Usable Currency selected by that Member at the time of deposit of its instrument of ratification, acceptance or approval, and at the rate of conversion between that Usable Currency and the Unit of Account as at the date of this Agreement. The Governing Council shall adopt rules and regulations covering the payment of subscriptions in Usable Currencies in the case of designation of additional Usable Currencies or removal of Usable Currencies from the list of Usable Currencies in accordance with article 1, definition 9.

At the time of deposit of its instrument of ratification, acceptance or approval, each Member shall select one of the procedures above, which shall apply to all such payments.

2. When undertaking any review in accordance with article 12, paragraph 2, the Governing Council shall review the operation of the method of payment referred to in paragraph 1 of this article, in the light of exchange-rate fluctuations, and, taking into account developments in the practice of international lending institutions, shall decide by a Highly Qualified Majority on changes, if any, in the method of payment of subscriptions of any additional Shares of Directly Contributed Capital subsequently issued in accordance with article 12, paragraph 3.

3. Each Member referred to in article 5 (*a*) shall:

(*a*) Pay, 30 per cent of its total subscription of Paid-in Shares within 60 days after the entry into force of this Agreement, or within 30 days after the date of deposit of its instrument of ratification, acceptance or approval, whichever is later;

(*b*) One year after the payment provided for in subparagraph (*a*) above, pay 20 per cent of its total subscription of Paid-in Shares and deposit with the Fund irrevocable, non-negotiable, non-interest-bearing promissory notes in an amount of 10 per cent of its total subscription of Paid-in Shares. Such notes shall be encashed as and when decided by the Executive Board;

(*c*) Two years after the payment provided for in subparagraph (*a*) above, deposit with the Fund irrevocable, non-negotiable, non-interest-bearing promissory notes in an amount of 40 per cent of its total subscription of Paid-in Shares.

Such notes shall be encashed as and when decided by the Executive Board by a Qualified Majority, having due regard to the operational needs of the Fund, except that the promissory notes in respect of Shares allocated to the Second Account shall be encashed as and when decided by the Executive Board.

4. The amount subscribed by each Member for Payable Shares shall be subject to call by the Fund only as provided in article 17, paragraph 12.

5. Calls on Shares of Directly Contributed Capital shall be made *pro rata* from all Members with respect to whichever class or classes of Shares are being called, except as provided for in paragraph 3 (*c*) of this article.

6. Special arrangements for payment of subscriptions of Shares of Directly Contributed Capital by the least developed countries shall be as set forth in schedule B.

7. Subscriptions of Shares of Directly Contributed Capital may, when relevant, be paid by the appropriate agencies of Members concerned.

Article 12

Adequacy of subscriptions of Shares of Directly Contributed Capital

1. In the event that 18 months after the entry into force of this Agreement subscriptions of Shares of Directly Contributed Capital fall short of the amount specified in article 9, paragraph 1 (*a*), the adequacy of the subscriptions shall be reviewed by the Governing Council as soon as possible thereafter.

2. The Governing Council shall further review, at such intervals as it may deem appropriate, the adequacy of the Directly Contributed Capital available to the First Account. The first such review shall take place not later than the end of the third year after the entry into force of this Agreement.

3. As a result of any review under paragraph 1 or 2 of this article, the Governing Council may decide to make available for subscription unsubscribed Shares or to issue additional Shares of Directly Contributed Capital on a basis of assessment to be decided by the Governing Council.

4. Decisions by the Governing Council under this article shall be taken by a Highly Qualified Majority.

Article 13

Voluntary contributions

1. The Fund may accept voluntary contributions from Members and other sources. Such contributions shall be paid in Usable Currencies.

2. The target for the initial voluntary contributions for use in the Second Account shall be 211,861,200 Units of Account, in addition to the allocation made in accordance with article 10, paragraph 3.

3. (*a*) The Governing Council shall review the adequacy of the resources of the Second Account not later than the end of the third year after the entry into force of this Agreement. In the light of the activities of the Second Account, the Governing Council may also undertake such a review at such other times as it decides.

(*b*) In the light of any such reviews, the Governing Council may decide to replenish the resources of the Second Account and make the necessary arrangements. Any such replenishments shall be voluntary for Members and in accordance with this Agreement.

4. Voluntary contributions shall be made without restrictions as to their use by the Fund, except as to their designation by the contributor for use in the First or Second Account.

Article 14

Resources deriving from the association of ICOs with the Fund

A. *Cash deposits*

1. Upon the association of an ICO with the Fund, the Associated ICO shall, except as specified in paragraph 2 of this article, deposit with the Fund in cash in Usable Currencies, and for the account of that Associated ICO, one third of its MFR. Such deposit shall be made in full or in instalments as the Associated ICO and the Fund may agree, taking into account all relevant factors, including the Fund's liquidity position, the need for maximizing the financial benefit to be derived from the availability of cash deposits of Associated ICOs and the capacity of the Associated ICO concerned to raise the cash required for meeting its deposit obligation.

2. An Associated ICO which is holding stocks at the time of its association with the Fund may meet a part or all of its deposit obligation under paragraph 1 of this article by pledging to, or assigning in trust for, the Fund Stock Warrants of equivalent value.

3. An Associated ICO may deposit with the Fund, on mutually acceptable terms and conditions, any cash surplus, in addition to deposits made under paragraph 1 of this article.

B. *Guarantee Capital and Guarantees*

4. Upon the association of an ICO with the Fund, Members participating in that Associated ICO shall provide directly to the Fund Guarantee Capital on a basis determined by the Associated ICO and satisfactory to the Fund. The aggregate value of the Guarantee Capital, and any Guarantees or cash provided under paragraph 5 of this article shall equal two thirds of the MFR of that Associated ICO, except as provided for in paragraph 7 of this article. Guarantee Capital may, when relevant, be provided by the appropriate agencies of the Members concerned, on a basis satisfactory to the Fund.

5. If participants in an Associated ICO are not Members, that Associated ICO shall deposit cash with the Fund, in addition to the cash referred to in paragraph 1 of this article, in the amount of the Guarantee Capital which such participants would have provided had they been Members; except that the Governing Council may by a Highly Qualified Majority permit that Associated ICO to arrange either for the provision of additional Guarantee Capital of the same amount by Members participating in that Associated ICO, or for the provision of Guarantees of the same amount by participants in that Associated ICO which are not Members. Such Guarantees shall carry financial obligations comparable to those of Guarantee Capital and shall be in a form satisfactory to the Fund.

6. Guarantee Capital and Guarantees shall be subject to call by the Fund only in accordance with article 17, paragraphs 11 to 13. Payment of such Guarantee Capital and Guarantees shall be made in Usable Currencies.

7. If an Associated ICO is meeting its deposit obligation in instalments pursuant to paragraph 1 of this article, such Associated ICO and its participants shall, upon the payment of each instalment, provide, as appropriate, Guarantee Capital, cash or Guarantees, in accordance with paragraph 5 of this article, which in the aggregate shall equal twice the amount of that instalment.

C. *Stock Warrants*

8. An Associated ICO shall pledge to, or assign in trust for, the Fund all Stock Warrants of com-

modities purchased with the proceeds of withdrawals of cash deposits made under paragraph 1 of this article, or with the proceeds of loans obtained from the Fund, as security for the payment by the Associated ICO of its obligations to the Fund. The Fund shall dispose of stocks only in accordance with article 17, paragraphs 15 to 17. Upon the sale of the commodities evidenced by such Stock Warrants, the Associated ICO shall apply the proceeds of such sales first to repay the balance due on any loan to the Associated ICO from the Fund and then to meet its cash deposit obligation in accordance with paragraph 1 of this article.

9. All Stock Warrants pledged to, or assigned in trust for, the Fund shall be valued, for the purposes of paragraph 2 of this article, on a basis specified in rules and regulations adopted by the Governing Council.

Article 15

BORROWINGS

The Fund may borrow in accordance with article 16, paragraph 5 (*a*), provided that the total outstanding amount of borrowings by the Fund for its First Account operations shall not at any time exceed an amount representing the aggregate of:

(*a*) The uncalled portion of Payable Shares;

(*b*) The uncalled Guarantee Capital and Guarantees of participants in Associated ICOs under article 14, paragraphs 4 to 7; and

(*c*) The Special Reserve established pursuant to article 16, paragraph 4.

Chapter VI. Operations

Article 16

GENERAL PROVISIONS

A. *Use of resources*

1. The resources and facilities of the Fund shall be used exclusively to achieve its objectives and fulfil its functions.

B. *Two accounts*

2. The Fund shall establish, and maintain its resources in, two separate Accounts: a First Account, with resources as provided for in article 17, paragraph 1, to contribute to the financing of commodity stocking; and a Second Account, with resources as provided for in article 18, paragraph 1, to finance measures in the field of commodities other than stocking, without jeopardizing the integral unity of the Fund. Such separation of Accounts shall be reflected in the financial statements of the Fund.

3. The resources of each Account shall be held, used, committed, invested or otherwise disposed of entirely separately from the resources of the other Account. The resources of one Account shall not be charged with losses, or used to discharge liabilities, arising out of the operations or other activities of the other Account.

C. *The Special Reserve*

4. The Governing Council shall establish, out of the earnings of the First Account, net of administrative expenses, a Special Reserve, not exceeding 10 per cent of Directly Contributed Capital allocated to the First Account, for meeting liabilities arising from First Account borrowings, as provided for in article 17, paragraph 12. Notwithstanding the provisions of paragraphs 2 and 3 of this article, the Governing Council shall decide by a Highly Qualified Majority how to dispose of any net earnings not allocated to the Special Reserve.

D. *General powers*

5. In addition to any powers set forth elsewhere in this Agreement, the Fund may exercise the following powers in connexion with its operations, subject to and consistent with general operating principles and the terms of this Agreement:

(*a*) To borrow from Members, international financial institutions and, for First Account operations, in capital markets, in accordance with the law of the country in which the borrowing is made, provided that the Fund shall have obtained the approval of such country and of any country in the currency of which the borrowing is denominated;

(*b*) To invest funds at any time not needed for its operations in such financial instruments as the Fund may determine, in accordance with the law of the country in whose territory the investment is made;

(*c*) To exercise such other powers necessary to further its objectives and functions and to implement the provisions of this Agreement.

E. *General operating principles*

6. The Fund shall operate according to the provisions of this Agreement and any rules and regulations which the Governing Council may adopt pursuant to article 20, paragraph 6.

7. The Fund shall make arrangements to ensure that the proceeds of any loan or grant made or participated in by the Fund is used only for the purposes for which the loan or grant was made.

8. Every security issued by the Fund shall bear on its face a conspicuous statement to the effect that it is not the obligation of any Member unless expressly stated otherwise on the security.

9. The Fund shall seek to maintain reasonable diversification in its investments.

10. The Governing Council shall adopt suitable rules and regulations for the procurement of goods and services from the resources of the Fund. Such rules and regulations shall conform, as a general rule, to the principles of international competitive bidding among suppliers in the territories of Members, and shall give appropriate preference to experts, technicians and suppliers from developing countries Members of the Fund.

11. The Fund shall establish close working relationships with international and regional financial institutions and may, as is practicable, establish such relationships with national entities of Members, whether public or private, which are concerned with investment of development funds in commodity development measures. The Fund may participate in co-financing with such institutions.

12. In its operations and within its sphere of competence, the Fund shall co-operate with ICBs and Associated ICOs in the protection of the interests of developing importing countries, if such countries are adversely affected by measures under the Integrated Programme for Commodities.

13. The Fund shall operate in a prudent manner, shall take actions it deems necessary to conserve and safeguard its resources and shall not engage in currency speculation.

Article 17

THE FIRST ACCOUNT

A. *Resources*

1. The resources of the First Account shall consist of:

(*a*) Subscriptions by Members of Shares of Directly Contributed Capital, except such part of their subscriptions as may be allocated to the Second Account in accordance with article 10, paragraph 3;

(*b*) Cash deposits from Associated ICOs pursuant to article 14, paragraphs 1 to 3;

(*c*) Guarantee Capital, cash in lieu of Guarantee Capital and Guarantees provided by participants in Associated ICOs pursuant to article 14, paragraphs 4 to 7;

(*d*) Voluntary contributions allocated to the First Account;

(*e*) Proceeds of borrowings pursuant to article 15;

(*f*) Net earnings which may accrue from operations of the First Account;

(*g*) The Special Reserve referred to in article 16, paragraph 4;

(*h*) Stock Warrants from Associated ICOs pursuant to article 14, paragraphs 8 and 9.

B. *Principles of First Account operations*

2. The Executive Board shall approve the terms of borrowing arrangements for First Account operations.

3. Directly Contributed Capital allocated to the First Account shall be employed:

(*a*) To enhance the creditworthiness of the Fund in respect of its First Account operations;

(*b*) As working capital, to meet the short-term liquidity needs of the First Account; and

(*c*) To provide revenues to cover the administrative expenses of the Fund.

4. The Fund shall charge interest on loans made to Associated ICOs at rates as low as are consistent with its ability to obtain finance and with the need to cover its costs of borrowing for funds lent to such Associated ICOs.

5. The Fund shall pay interest on all cash deposits and other cash balances of Associated ICOs at appropriate rates consistent with the return on its financial investments, and taking into account the rate charged on loans to Associated ICOs and the cost of borrowing for First Account operations.

6. The Governing Council shall adopt rules and regulations laying down the operating principles within which it shall determine interest rates charged and paid in accordance with paragraphs 4 and 5 of this article. In so doing the Governing Council shall be guided by the need to maintain the financial viability of the Fund and shall bear in mind the principle of non-discriminatory treatment as between Associated ICOs.

C. *The MFR*

7. An Association Agreement shall specify the MFR of the Associated ICO and the steps to be taken in the event of modification of its MFR.

8. The MFR of an Associated ICO shall include the acquisition cost of stocks, determined by multiplying the authorized size of its stocks as specified in the Association Agreement by an appropriate purchase price as determined by that Associated ICO. In addition, an Associated ICO may include in its MFR specified carrying costs, exclusive of interest charges on loans, in an amount not exceeding 20 per cent of the acquisition cost.

D. *Obligations to the Fund of Associated ICOs and of their participants*

9. An Association Agreement shall provide, *inter alia*:

(*a*) For the manner in which the Associated ICO and its participants shall undertake the obligations to the Fund specified in article 14 in respect of deposits, Guarantee Capital, cash in lieu of Guarantee Capital, and Guarantees, and Stock Warrants;

(*b*) That the Associated ICO shall not borrow from any third party for its buffer stocking operations, unless the Associated ICO and the Fund have reached mutual agreement on a basis approved by the Executive Board;

(*c*) That the Associated ICO shall at all times be responsible, and liable to the Fund, for the maintenance and preservation of stocks for which Stock Warrants have been pledged to, or assigned in trust for, the Fund, and shall maintain adequate insurance on, and appropriate security and other arrangements with respect to, the holding and handling of such stocks;

(*d*) That the Associated ICO shall enter into appropriate credit agreements with the Fund specifying the terms and conditions of any loan from the Fund to that Associated ICO, including the arrangements for repayment of principal and payment of interest;

(*e*) That the Associated ICO shall, as appropriate, keep the Fund informed of conditions and developments in the commodity markets with which the Associated ICO is concerned.

E. *Obligations of the Fund to Associated ICOs*

10. An Association Agreement shall also provide, *inter alia*:

(*a*) That, subject to the provisions of paragraph 11 (*a*) of this article, the Fund shall provide for withdrawal by the Associated ICO on demand, in whole or in part, of the amounts deposited pursuant to article 14, paragraphs 1 and 2;

(*b*) That the Fund shall make loans to the Associated ICO in an aggregate principal amount not exceeding the sum of the uncalled Guarantee Capital, cash in lieu of Guarantee Capital, and Guarantees provided by participants in the Associated ICO by virtue of their participation in that Associated ICO pursuant to article 14, paragraphs 4 to 7;

(*c*) That withdrawals and borrowings by each Associated ICO pursuant to subparagraphs (*a*) and (*b*) above shall be used only to meet stocking costs included in the MFR in accordance with paragraph 8 of this article. Not more than any amount included in the MFR of each Associated ICO to meet specified carrying costs in accordance with paragraph 8 of this article shall be used to meet such costs;

(*d*) That, except as provided for in paragraph 11 (*c*) of this article, the Fund shall promptly make Stock Warrants available to the Associated ICO for use in its buffer stock sales;

(*e*) That the Fund shall respect the confidentiality of information provided by the Associated ICO.

F. *Default of Associated ICOs*

11. In the event of imminent default by an Associated ICO on any of its borrowings from the Fund, the Fund shall consult with that Associated ICO on measures to avoid such a default. To meet any default by an Associated ICO, the Fund shall have recourse to the following resources, in the following order, up to the amount of the default:

(*a*) Any cash of the defaulting Associated ICO held in the Fund;

(*b*) Proceeds of *pro rata* calls of Guarantee Capital and Guarantees provided by participants in the defaulting Associated ICO by virtue of their participation in that Associated ICO;

(*c*) Subject to paragraph 15 of this article, any Stock Warrants pledged to, or assigned in trust for, the Fund by the defaulting Associated ICO.

G. *Liabilities arising from First Account borrowings*

12. In the event that the Fund cannot otherwise meet its liabilities in respect of its First Account borrowings, it shall meet such liabilities out of the following resources in the following order: provided that, if an Associated ICO shall have failed to meet its obligations towards the Fund, the Fund shall have already, to the fullest extent possible, made use of the resources referred to in paragraph 11 of this article:

(*a*) The Special Reserve;

(*b*) Proceeds of subscriptions of Paid-in Shares allocated to the First Account;

(*c*) Proceeds of subscriptions of Payable Shares;

(*d*) Proceeds of *pro rata* calls of Guarantee Capital and Guarantees provided by participants in a defaulting Associated ICO by virtue of their participation in other Associated ICOs.

Payments made by participants in Associated ICOs in accordance with (*d*) above shall be reimbursed by the Fund as soon as possible from resources provided in accordance with paragraphs 11, 15, 16 and 17 of this article; any such resources remaining after such reimbursement shall be used to reconstitute in reverse order, the resources referred to in (*a*), (*b*) and (*c*) above.

13. The proceeds of *pro rata* calls of all Guarantee Capital and Guarantees shall be used by the Fund, following recourse to the resources listed in paragraph 12 (*a*), (*b*) and (*c*) of this article, to meet any of its liabilities other than liabilities arising from the default of an Associated ICO.

14. To enable the Fund to meet any liabilities which may be outstanding after recourse to the resources mentioned in paragraphs 12 and 13 of this article, the Shares of Directly Contributed Capital shall be increased by the amount needed to meet such liabilities and the Governing Council shall be convened in an emergency session to decide upon the modalities for such increase.

H. *Disposal by the Fund of forfeited stocks*

15. The Fund shall be free to dispose of commodity stocks forfeited to it by a defaulting Associated ICO pursuant to paragraph 11 of this article, provided that the Fund shall seek to avoid distress sales of such stocks by postponing the sales to the extent consistent with the need to avoid default on the Fund's own obligations.

16. The Executive Board shall at appropriate intervals review disposals of stocks to which the Fund has recourse in accordance with paragraph 11 (*c*) of this article, in consultation with the Associated ICO concerned, and shall decide by a Qualified Majority whether to postpone such disposals.

17. The proceeds of such disposals of stocks shall be used first to meet any liabilities of the Fund incurred in its First Account borrowings in respect of the Associated ICO concerned, and then to reconstitute, in the reverse order, the resources listed under paragraph 12 of this article.

Article 18

THE SECOND ACCOUNT

A. *Resources*

1. The resources of the Second Account shall consist of:

(*a*) The part of Directly Contributed Capital allocated to the Second Account in accordance with article 10, paragraph 3;

(*b*) Voluntary contributions made to the Second Account;

(*c*) Such net income as may accrue from time to time in the Second Account;

(*d*) Borrowings;

(*e*) Any other resources placed at the disposal of, received or acquired by, the Fund for its Second Account operations pursuant to this Agreement.

B. *Financial limits for the Second Account*

2. The aggregate amount of loans and grants made, and of participations therein, by the Fund through its Second Account operations shall not exceed the aggregate amount of the resources of the Second Account.

C. *Principles of Second Account operations*

3. The Fund may make or participate in loans and, except for that portion of the Directly Contributed Capital allocated to the Second Account, grants for the financing of measures in the field of commodities other than stocking from the resources of the Second Account, subject to the provisions of this Agreement and in particular to the following terms and conditions:

(*a*) The measures shall be commodity development measures, aimed at improving the structural conditions in markets and at enhancing the long-term competitiveness and prospects of particular commodities. Such measures shall include research and development, productivity improvements, marketing and measures designed to assist, as a rule by means of joint financing or through technical assistance, vertical diversification, whether undertaken alone, as in the case of perishable commodities and other commodities whose problems cannot be adequately solved by stocking, or in addition to and in support of stocking activities.

(*b*) The measures shall be jointly sponsored and followed up by producers and consumers within the framework of an ICB.

(*c*) The operations of the Fund in the Second Account may take the form of loans and grants to an ICB or an agency thereof, or to a Member or Members designated by such ICB on terms and conditions which the Executive Board decides are appropriate, having regard to the economic situation of the ICB or the Member or Members concerned and the nature and requirements of the proposed operation. Such loans may be covered by governmental or other suitable guarantees from the ICB or the Member or Members designated by such ICB.

(*d*) The ICB sponsoring a project to be financed by the Fund through its Second Account shall submit to the Fund a detailed written proposal specifying the purpose, duration, location and cost of the project and the agency responsible for its execution.

(*e*) Before any loan or grant is made, the Managing Director shall present to the Executive Board a detailed appraisal of the proposal along with his recommendations and the advice of the Consultative Committee, as appropriate, in accordance with article 25, paragraph 2. Decisions with regard to the selection and approval of proposals shall be made by the Executive Board by a Qualified Majority in accordance with this Agreement and any rules and regulations for the operations of the Fund adopted pursuant thereto.

(*f*) For the appraisal of project proposals presented to it for financing, the Fund shall, as a general rule, use the services of international or regional institutions and may, where appropriate, use the services of other competent agencies and consultants specialized in the field. The Fund may also entrust to such institutions the administration of loans or grants and the supervision of the implementation of projects financed by it. Such institutions, agencies and consultants shall be selected according to rules and regulations adopted by the Governing Council.

(*g*) In making or participating in any loan, the Fund shall pay due regard to the prospects that the borrower and any guarantor shall be in a position to meet their obligations to the Fund in respect of such transactions.

(*h*) The Fund shall enter into an agreement with the ICB, an agency thereof, the Member or Members concerned, specifying the amounts, terms and conditions of the loan or grant and providing, *inter alia*, for any governmental or other appropriate guarantees in accordance with this Agreement and with any rules and regulations established by the Fund.

(*i*) Funds to be provided under any financing operation shall be made available to the recipient only to meet expenses in connexion with the project as they are actually incurred.

(*j*) The Fund shall not refinance projects initially financed from other sources.

(*k*) Loans shall be repayable in the currency or currencies loaned.

(*l*) The Fund shall as far as possible avoid duplication of its Second Account activities with existing international and regional financial institutions, but may participate in co-financing with such institutions.

(*m*) In determining its priorities for the use of the resources of the Second Account, the Fund shall give due emphasis to commodities of interest to the least developed countries.

(*n*) In considering projects for the Second Account due emphasis shall be given to the commodities of interest to developing countries, particularly those of small producers-exporters.

(*o*) The Fund shall pay due regard to desirability of not using a disproportionate amount of its Second Account resources for the benefit of any particular commodity.

D. *Borrowing for the Second Account*

4. The Fund's borrowing for the Second Account, under article 16, paragraph 5 (*a*), shall be in accordance with rules and regulations to be adopted by the Governing Council and shall be subject to the following:

(*a*) Such borrowing shall be on concessional terms to be specified in rules and regulations to be adopted by the Fund and its proceeds shall not be re-lent on terms which are more concessional than those on which they are acquired.

(*b*) For the purposes of accounting, the proceeds of the borrowing shall be placed in a loan account whose resources shall be held, used, committed, invested or otherwise disposed of, entirely separately from other resources of the Fund, including the other resources of the Second Account.

(*c*) The other resources of the Fund, including other resources of the Second Account, shall not be charged with losses, or used to discharge liabilities, arising out of operations or other activities of such a loan account.

(*d*) The borrowings for the Second Account shall be approved by the Executive Board.

Chapter VII. Organization and management

Article 19

Structure of the Fund

The Fund shall have a Governing Council, an Executive Board, a Managing Director and such staff as may be necessary to carry out its functions.

Article 20

Governing Council

1. All the powers of the Fund shall be vested in the Governing Council.

2. Each Member shall appoint one Governor and one alternate to serve on the Governing Council at the pleasure of the appointing Member. The alternate may participate in meetings but may vote only in the absence of his principal.

3. The Governing Council may delegate to the Executive Board authority to exercise any powers of the Governing Council, except the power:

(*a*) To determine the fundamental policy of the Fund;

(*b*) To agree on terms and conditions for accession to this Agreement in accordance with article 56;

(*c*) To suspend a Member;

(*d*) To increase or decrease the Shares of Directly Contributed Capital;

(*e*) To adopt amendments to this Agreement;

(*f*) To terminate the operations of the Fund and to distribute the Fund's assets in accordance with chapter IX;

(*g*) To appoint the Managing Director;

(*h*) To decide appeals by Members on decisions made by the Executive Board concerning the interpretation or application of this Agreement;

(*i*) To approve the audited annual statement of accounts of the Fund;

(*j*) To take decisions pursuant to article 16, paragraph 4, relating to net earnings after provision for the Special Reserve;

(*k*) To approve proposed Association Agreements;

(*l*) To approve proposed agreements with other international organizations in accordance with article 29, paragraphs 1 and 2;

(*m*) To decide on replenishments of the Second Account in accordance with article 13.

4. The Governing Council shall hold an annual meeting and such special meetings as it may decide, or as are called for by 15 Governors holding at least one fourth of the total voting power, or as requested by the Executive Board.

5. A quorum for any meeting of the Governing Council shall be constituted by a majority of the Governors holding not less than two thirds of the total voting power.

6. The Governing Council shall by a Highly Qualified Majority establish such rules and regulations consistent with this Agreement as it deems necessary for the conduct of the business of the Fund.

7. Governors and alternates shall serve as such without compensation from the Fund, unless the Governing Council decides by a Qualified Majority to pay them reasonable per diem and travel expenses incurred in attending meetings.

8. At each annual meeting, the Governing Council shall elect a Chairman from among the Governors. The Chairman shall hold office until the election of his successor. He may be re-elected for one successive term.

Article 21

Voting in the Governing Council

1. Votes in the Governing Council shall be distributed among Member States in accordance with schedule D.

2. Decisions in the Governing Council shall, whenever possible, be taken without vote.

3. Except as otherwise provided in this Agreement, all matters before the Governing Council shall be decided by a Simple Majority.

4. The Governing Council may by rules and regulations establish a procedure whereby the Executive Board may obtain a vote of the Council on a specific question without calling a meeting of the Council.

Article 22

Executive Board

1. The Executive Board shall be responsible for the conduct of the operations of the Fund and shall report to the Governing Council thereon. For this purpose the Executive Board shall exercise the powers accorded to it elsewhere in this Agreement or delegated to it by the Governing Council. In the exercise of any delegated powers, the Executive Board

shall take decisions by the same levels of majority that would apply were such powers retained by the Governing Council.

2. The Governing Council shall elect 28 Executive Directors and one alternate to each Executive Director in the manner specified in schedule E.

3. Each Executive Director and alternate shall be elected for a term of two years and may be re-elected. They shall continue in office until their successors are elected. An alternate may participate in meetings but may vote only in the absence of his principal.

4. The Executive Board shall function at the headquarters of the Fund and shall meet as often as the business of the Fund may require.

5. (*a*) The Executive Directors and their alternates shall serve without remuneration from the Fund. The Fund may, however, pay them reasonable per diem and travel expenses incurred in attending meetings.

(*b*) Notwithstanding subparagraph (*a*) above, the Executive Directors and their alternates shall be remunerated by the Fund if the Governing Council decides by a Qualified Majority that they shall serve on a full-time basis.

6. A quorum for any meeting of the Executive Board shall be constituted by a majority of Executive Directors holding not less than two thirds of the total voting power.

7. The Executive Board may invite the executive heads of Associated ICOs and of ICBs to participate, without vote, in the deliberations of the Executive Board.

8. The Executive Board shall invite the Secretary-General of UNCTAD to attend the meetings of the Executive Board as an observer.

9. The Executive Board may invite the representatives of other interested international bodies to attend its meetings as observers.

Article 23

Voting in the Executive Board

1. Each Executive Director shall be entitled to cast the number of votes attributable to the Members he represents. These votes need not be cast as a unit.

2. Decisions in the Executive Board shall, whenever possible, be taken without vote.

3. Except as otherwise provided in this Agreement, all matters before the Executive Board shall be decided by a Simple Majority.

Article 24

Managing Director and staff

1. The Governing Council shall by a Qualified Majority appoint the Managing Director. If the appointee is, at the time of his appointment, a Governor or an Executive Director, or an alternate, he shall resign from such position prior to taking up his duties as Managing Director.

2. The Managing Director shall conduct, under the direction of the Governing Council and the Executive Board, the ordinary business of the Fund.

3. The Managing Director shall be the chief executive officer of the Fund and the Chairman of the Executive Board, and shall participate in its meetings without the right to vote.

4. The term of office of the Managing Director shall be four years and he may be reappointed for one successive term. However, he shall cease to hold office at any time the Governing Council so decides by a Qualified Majority.

5. The Managing Director shall be responsible for the organization, appointment and dismissal of the staff pursuant to staff rules and regulations to be adopted by the Fund. In appointing the staff the Managing Director shall, subject to the paramount importance of securing the highest standards of efficiency and of technical competence, pay due regard to recruiting personnel on as wide a geographical basis as possible.

6. The Managing Director and staff, in the discharge of their functions, shall owe their duty entirely to the Fund and to no other authority. Each Member shall respect the international character of this duty and shall refrain from all attempts to influence the Managing Director or any of the staff in the discharge of their functions.

Article 25

Consultative Committee

1. (*a*) The Governing Council shall, taking into account the need to make the Second Account operational as soon as possible, establish as early as possible a Consultative Committee, in accordance with rules and regulations to be adopted by the Governing Council, to facilitate the operations of the Second Account.

(*b*) In the composition of the Consultative Committee, due regard shall be paid to the need for a broad and equitable geographical distribution, individual expertise in commodity development issues, and the desirability of a broad representation of interests, including of voluntary contributors.

2. The functions of the Consultative Committee shall be:

(*a*) To advise the Executive Board on technical and economic aspects of the programmes of measures proposed by ICBs to the Fund for financing and co-financing through the Second Account and on the priorities to be attached to such proposals;

(*b*) To advise, at the request of the Executive Board, on specific aspects connected with the appraisal of particular projects being considered for financing through the Second Account;

(*c*) To advise the Executive Board on guidelines and criteria for determining the relative priorities among measures within the scope of the Second Account, for appraisal procedures, for making grants and loan assistance, and for co-financing with other international financial institutions and other entities;

(*d*) To comment on reports from the Managing Director on the supervision, implementation and evaluation of projects being financed through the Second Account.

Article 26

BUDGETARY AND AUDIT PROVISIONS

1. The administrative expenses of the Fund shall be covered by revenues of the First Account.

2. The Managing Director shall prepare an annual administrative budget, which shall be considered by the Executive Board and be transmitted, together with its recommendations, to the Governing Council for approval.

3. The Managing Director shall arrange for an annual independent and external audit of the accounts of the Fund. The audited statement of accounts, after consideration by the Executive Board, shall be transmitted, together with its recommendations, to the Governing Council for approval.

Article 27

LOCATION OF HEADQUARTERS

The headquarters of the Fund shall be located in the place decided upon by the Governing Council by a Qualified Majority, if possible at its first annual meeting. The Fund may, by a decision of the Governing Council, establish other offices, as necessary, in the territory of any Member.

Article 28

PUBLICATION OF REPORTS

The Fund shall issue and transmit to Members an annual report containing an audited statement of accounts. After adoption by the Governing Council, such report and statement shall also be transmitted for information to the General Assembly of the United Nations, to the Trade and Development Board of UNCTAD, to Associated ICOs and to other interested international organizations.

Article 29

RELATIONS WITH THE UNITED NATIONS AND OTHER ORGANIZATIONS

1. The Fund may enter into negotiations with the United Nations with a view to concluding an agreement to bring the Fund into relationship with the United Nations as one of the specialized agencies referred to in Article 57 of the Charter of the United Nations. Any agreement concluded in accordance with Article 63 of the Charter shall require the approval of the Governing Council, upon the recommendation of the Executive Board.

2. The Fund may co-operate closely with UNCTAD and the organizations of the United Nations system, other intergovernmental organizations, international financial institutions, non-governmental organizations and governmental agencies concerned with related fields of activities and, if deemed necessary, enter into agreements with such bodies.

3. The Fund may establish working arrangements with the bodies referred to in paragraph 2 of this article, as may be decided by the Executive Board.

Chapter VIII. Withdrawal and suspension of membership and withdrawal of Associated ICOs

Article 30

WITHDRAWAL OF MEMBERS

A Member may at any time, except as provided for in article 35, paragraph 2 (*b*), and subject to the provisions of article 32, withdraw from the Fund by transmitting a notice in writing to the Fund. Such withdrawal shall become effective on the date specified on the notice, which shall be not less than twelve months after receipt of the notice by the Fund.

Article 31

SUSPENSION OF MEMBERSHIP

1. If a Member fails to fulfil any of its financial obligations to the Fund, the Governing Council may, except as provided for in article 35, paragraph 2 (*b*), by a Qualified Majority, suspend its membership. The Member so suspended shall automatically cease to be a Member one year from the date of its suspension, unless the Governing Council decides to extend the suspension for a further period of one year.

2. When the Governing Council is satisfied that the suspended Member has fulfilled its financial obligations to the Fund, the Council shall restore the Member to good standing.

3. While under suspension, a Member shall not be entitled to exercise any rights under this Agreement, except the right of withdrawal and to arbitration during the termination of the Fund's operations, but shall remain subject to compliance with all its obligations under this Agreement.

Article 32

SETTLEMENT OF ACCOUNTS

1. When a Member ceases to be a Member, it shall remain liable thereafter to meet all calls made by the Fund before, and payments outstanding as of, the date on which it ceased to be a Member in respect of its obligations to the Fund. It shall also remain liable to meet its obligations in respect of its Guarantee Capital, until arrangements satisfactory to the Fund have been made which comply with article 14, paragraphs 4 to 7. Each Association Agreement shall provide that, if a participant in the respective Associated ICO ceases to be a Member, the Associated ICO shall ensure that such arrangements are completed not later than the date on which the Member ceases to be a Member.

2. When a Member ceases to be a Member, the Fund shall arrange for the repurchase of its Shares consistent with article 16, paragraphs 2 and 3, as a part of the settlement of accounts with that Member.

and shall cancel its Guarantee Capital provided that the obligations and requirements specified in paragraph 1 of this article have been met. The repurchase price of the Shares shall be the value shown by the books of the Fund as at the date the Member ceases to be a Member; provided that any amount thus due to the Member may be applied by the Fund to any liability outstanding to the Fund from that Member pursuant to paragraph 1 of this article.

Article 33

WITHDRAWAL OF ASSOCIATED ICOs

1. An Associated ICO may, subject to the terms and conditions of the Association Agreement, withdraw from association with the Fund, provided that such Associated ICO shall repay all outstanding loans received from the Fund before the date on which such withdrawal becomes effective. The Associated ICO and its participants shall remain liable thereafter only to meet calls made by the Fund before that date in respect of their obligations to the Fund.

2. When an Associated ICO ceases to be associated with the Fund, the Fund shall, after the fulfilment of the obligations specified in paragraph 1 of this article:

(*a*) Arrange for the refund of any cash deposit and for the return of any Stock Warrants it holds for the account of that Associated ICO;

(*b*) Arrange for the refund of any cash deposited in lieu of Guarantee Capital, and cancel relevant Guarantee Capital and Guarantees.

Chapter IX. Suspension and termination of operations and settlement of obligations

Article 34

TEMPORARY SUSPENSION OF OPERATIONS

In an emergency, the Executive Board may temporarily suspend such of the Fund's operations as it considers necessary pending an opportunity for further consideration and action by the Governing Council.

Article 35

TERMINATION OF OPERATIONS

1. The Governing Council may terminate the Fund's operations by a decision taken by a vote of two thirds of the total number of Governors holding not less than three fourths of the total voting power. Upon such termination, the Fund shall forthwith cease all activities, except those necessary for the orderly realization and conservation of its assets and the settlement of its outstanding obligations.

2. Until final settlement of its obligations and final distribution of its assets, the Fund shall remain in existence, and all rights and obligations of the Fund and of its Members under this Agreement shall continue unimpaired, except that:

(*a*) The Fund shall not be obliged to provide for withdrawal on demand of Associated ICO deposits in accordance with article 17, paragraph 10 (*a*), or to make new loans to Associated ICOs in accordance with article 17, paragraph 10 (*b*);

(*b*) No Member may withdraw or be suspended after the decision to terminate has been taken.

Article 36

SETTLEMENT OF OBLIGATIONS: GENERAL PROVISIONS

1. The Executive Board shall make such arrangements as are necessary to ensure the orderly realization of the Fund's assets. Before making any payments to creditors holding direct claims, the Executive Board shall, by a Qualified Majority, make such reserves or arrangements as are necessary, in its sole judgement, to ensure a distribution to holders of contingent claims *pro rata* with creditors holding direct claims.

2. No distribution of assets shall be made in accordance with this chapter until:

(*a*) All liabilities of the Account in question have been discharged or provided for; and

(*b*) The Governing Council has decided to make a distribution by a Qualified Majority.

3. Following a decision of the Governing Council under paragraph 2 (*b*) of this article, the Executive Board shall make successive distributions of any remaining assets of the Account in question until all such assets have been distributed. Such distribution to any Member or any participant in an Associated ICO which is not a Member shall be subject to the prior settlement of all outstanding claims of the Fund against that Member or participant and shall be effected at such times and in such currencies or other assets as the Governing Council shall deem fair and equitable.

Article 37

SETTLEMENT OF OBLIGATIONS: FIRST ACCOUNT

1. Any loans outstanding to Associated ICOs in respect of First Account operations at the time of a decision to terminate the Fund's operations shall be repaid by the Associated ICOs concerned within 12 months of the decision to terminate. On repayment of such loans, Stock Warrants pledged to, or assigned in trust for, the Fund in respect of those loans shall be returned to the Associated ICOs.

2. Stock Warrants pledged to, or assigned in trust for, the Fund in respect of commodities acquired with cash deposits of Associated ICOs shall be returned to such Associated ICOs in a manner consistent with the treatment of cash deposits and surpluses specified in paragraph 3 (*b*) of this article, to the extent that such Associated ICOs have fully discharged their obligations to the Fund.

3. The following liabilities incurred by the Fund in respect of First Account operations shall be discharged *pari passu* through the use of the assets of

the First Account, in accordance with article 17, paragraphs 12 to 14:

(*a*) Liabilities to creditors of the Fund; and

(*b*) Liabilities to Associated ICOs in respect of cash deposits and surpluses held in the Fund in accordance with article 14, paragraphs 1, 2, 3 and 8, to the extent that such Associated ICOs have fully discharged their obligations to the Fund.

4. Distribution of any remaining assets of the First Account shall be made on the following basis and in the following order:

(*a*) Amounts up to the value of any Capital called from and paid by Members in accordance with article 17, paragraphs 12 (*d*) and 13, shall be distributed to such Members *pro rata* to their shares in the total value of such Guarantee Capital called and paid;

(*b*) Amounts up to the value of any Guarantees called from and paid by participants in Associated ICOs which are not Members in accordance with article 17, paragraphs 12 (*d*) and 13, shall be distributed to such participants *pro rata* to their shares in the total value of such Guarantees called and paid.

5. Distribution of any assets of the First Account remaining after the distributions provided for in paragraph 4 of this article shall be made to Members *pro rata* to their subscriptions of Shares of Directly Contributed Capital allocated to the First Account.

Article 38

SETTLEMENT OF OBLIGATIONS: SECOND ACCOUNT

1. Liabilities incurred by the Fund in respect of Second Account operations shall be discharged through the use of the resources of the Second Account, pursuant to article 18, paragraph 4.

2. Distribution of any remaining assets of the Second Account shall be made first to Members up to the value of their subscriptions of Shares of Directly Contributed Capital allocated to that Account pursuant to article 10, paragraph 3, and then to contributors to that Account *pro rata* to their share in the total amount contributed pursuant to article 13.

Article 39

SETTLEMENT OF OBLIGATIONS: OTHER ASSETS OF THE FUND

1. Any other asset shall be realized at a time or times to be decided by the Governing Council, in the light of recommendations made by the Executive Board and in accordance with procedures determined by the Executive Board by a Qualified Majority.

2. Proceeds realized by the sale of such assets shall be used to discharge *pro rata* the liabilities referred to in article 37, paragraph 3, and article 38, paragraph 1. Any remaining assets shall be distributed first on the basis and in the order specified in article 37, paragraph 4, and then to Members *pro rata* to their subscriptions of Shares of Directly Contributed Capital.

Chapter X. Status, privileges and immunities

Article 40

PURPOSES

To enable the Fund to fulfil the functions with which it is entrusted, the status, privileges and immunities set forth in this chapter shall be accorded to the Fund in the territory of each Member.

Article 41

LEGAL STATUS OF THE FUND

The Fund shall possess full juridical personality, and, in particular, the capacity to conclude international agreements with States and international organizations, to enter into contracts, to acquire and dispose of immovable and movable property, and to institute legal proceedings.

Article 42

IMMUNITY FROM JURIDICAL PROCEEDINGS

1. The Fund shall enjoy immunity from every form of legal process, except for actions which may be brought against the Fund:

(*a*) By lenders of funds borrowed by the Fund with respect to such funds;

(*b*) By buyers or holders of securities issued by the Fund with respect to such securities; and

(*c*) By assignees and successors in interest thereof with respect to the aforementioned transactions.

Such actions may be brought only before courts of competent jurisdiction in places in which the Fund has agreed in writing with the other party to be subject. However, if no provision is made as to the forum, or if an agreement as to the jurisdiction of such courts is not effective for reasons other than the fault of the party bringing legal action against the Fund, then such action may be brought before a competent court in the place in which the Fund has its headquarters or has appointed an agent for the purpose of accepting service or notice of process.

2. No action shall be brought against the Fund by Members, Associated ICOs, ICBs, or their participants, or persons acting for or deriving claims from them, except in cases as in paragraph 1 of this article. Nevertheless, Associated ICOs, ICBs, or their participants shall have recourse to such special procedures to settle controversies between themselves and the Fund as may be prescribed in agreements with the Fund, and, in the case of Members, in this Agreement and in any rules and regulations adopted by the Fund.

3. Notwithstanding the provisions of paragraph 1 of this article, property and assets of the Fund, wherever located and by whomsoever held, shall be immune from search, any form of taking, foreclosure, seizure, all forms of attachment, injunction, or other judicial process impeding disbursement of funds or covering or impeding disposition of any commodity stocks or Stock Warrants, and any other interlocutory measures before the delivery of a final

judgement against the Fund by a court having jurisdiction in accordance with paragraph 1 of this article. The Fund may agree with its creditors to limit the property or assets of the Fund which may be subject to execution in satisfaction of a final judgement.

Article 43

IMMUNITY OF ASSETS FROM OTHER ACTIONS

The property and assets of the Fund, wherever located and by whomsoever held, shall be immune from search, requisition, confiscation, expropriation and any other form of interference or taking whether by executive or legislative action.

Article 44

IMMUNITY OF ARCHIVES

The archives of the Fund, wherever located, shall be inviolable.

Article 45

FREEDOM OF ASSETS FROM RESTRICTIONS

To the extent necessary to carry out the operations provided for in this Agreement and subject to the provisions of this Agreement, all property and assets of the Fund shall be free from restrictions, regulations, controls, and moratoria of any nature.

Article 46

PRIVILEGE FOR COMMUNICATIONS

As far as may be compatible with any international convention on telecommunications in force and concluded under the auspices of the International Telecommunication Union to which a Member is a party, the official communications of the Fund shall be accorded by each Member the same treatment that is accorded to the official communications of other Members.

Article 47

IMMUNITIES AND PRIVILEGES OF SPECIFIED INDIVIDUALS

All Governors, Executive Directors, their alternates, the Managing Director, members of the Consultative Committee, experts performing missions for the Fund, and the staff, other than persons in domestic service of the Fund:

(*a*) Shall be immune from legal process with respect to acts performed by them in their official capacity except when the Fund waives such immunity;

(*b*) When they are not nationals of the Member concerned, shall be accorded, as well as their families forming part of their household, the same immunities from immigration restrictions, alien registration requirements and national service obligations and the same facilities as regards exchange restrictions as are accorded by such Member to the representatives, officials and employees of comparable rank of other international financial institutions of which it is a member;

(*c*) Shall be granted the same treatment in respect of travelling facilities as is accorded by each Member to representatives, officials and employees of comparable rank of other international financial institutions of which it is a member.

Article 48

IMMUNITIES FROM TAXATION

1. Within the scope of its official activities, the Fund, its assets, property, income and its operations and transactions authorized by this Agreement shall be exempt from all direct taxation and from all customs duties on goods imported or exported for its official use, provided that this shall not prevent any Member from imposing its normal taxes and customs duties on commodities which originate from the territory of such Member and which are forfeited to the Fund through any circumstance. The Fund shall not claim exemption from taxes which are no more than charges for services rendered.

2. When purchases of goods or services of substantial value necessary for the official activities of the Fund are made by or on behalf of the Fund, and when the price of such purchases includes taxes or duties, appropriate measures shall, to the extent possible and subject to the law of the Member concerned, be taken by such Member to grant exemption from such taxes or duties or provide for their reimbursement. Goods imported or purchased under an exemption provided for in this article shall not be sold or otherwise disposed of in the territory of the Member which granted the exemption, except under conditions agreed with that Member.

3. No tax shall be levied by Members on or in respect of salaries and emoluments paid or any other form of payment made by the Fund to Governors, Executive Directors, their alternates, members of the Consultative Committee, the Managing Director and staff, as well as experts performing missions for the Fund, who are not their citizens, nationals or subjects.

4. No taxation of any kind shall be levied on any obligation or security issued or guaranteed by the Fund, including any dividend or interest thereon, by whomsoever held:

(*a*) Which discriminates against such obligation or security solely because it is issued or guaranteed by the Fund; or

(*b*) If the sole jurisdictional basis for such taxation is the place or currency in which it is issued, made payable or paid, or the location of any office or place of business maintained by the Fund.

Article 49

WAIVER OF IMMUNITIES, EXEMPTIONS AND PRIVILEGES

1. The immunities, exemptions and privileges provided in this chapter are granted in the interests of the Fund. The Fund may waive, to such extent and upon such conditions as it may determine, the immunities, exemptions and privileges provided in

this chapter in cases where its action would not prejudice the interests of the Fund.

2. The Managing Director shall have the power, as may be delegated to him by the Governing Council, and the duty to waive the immunity of any of the staff, and experts performing missions for the Fund, in cases where the immunity would impede the course of justice and can be waived without prejudice to the interests of the Fund.

Article 50

APPLICATION OF THIS CHAPTER

Each Member shall take such action as is necessary for the purpose of making effective in its territory the principles and obligations set forth in this chapter.

Chapter XI. Amendments

Article 51

AMENDMENTS

1. (*a*) Any proposal to amend this Agreement emanating from a Member shall be notified to all Members by the Managing Director and referred to the Executive Board, which shall submit its recommendations thereon to the Governing Council.

(*b*) Any proposal to amend this Agreement emanating from the Executive Board shall be notified to all Members by the Managing Director and referred to the Governing Council.

2. Amendments shall be adopted by the Governing Council by a Highly Qualified Majority. Amendments shall enter into force six months after their adoption unless otherwise specified by the Governing Council.

3. Notwithstanding paragraph 2 of this article, any amendment modifying:

(*a*) The right of any Member to withdraw from the Fund;

(*b*) Any voting majority requirement provided for in this Agreement;

(*c*) The limitation on liability provided in article 6;

(*d*) The right to subscribe or not to subscribe Shares of Directly Contributed Capital pursuant to article 9, paragraph 5;

(*e*) The procedure for amending this Agreement;

shall not come into force until accepted by all Members. Acceptance shall be deemed to have been given unless any Member notifies its objection to the Managing Director in writing within six months after the adoption of the amendment. Such period of time may be extended by the Governing Council at the time of the adoption of the amendment, at the request of any Member.

4. The Managing Director shall immediately notify all Members and the Depositary of any amendments that are adopted and of the date of the entry into force of any such amendments.

Chapter XII. Interpretation and arbitration

Article 52

INTERPRETATION

1. Any question of interpretation or application of the provisions of this Agreement arising between any Member and the Fund or between Members shall be submitted to the Executive Board for decision. Such Member or Members shall be entitled to participate in the deliberations of the Executive Board during the consideration of such question in accordance with rules and regulations to be adopted by the Governing Council.

2. In any case where the Executive Board has given a decision under paragraph 1 of this article, any Member may require, within three months from the date of notification of the decision, that the question be referred to the Governing Council, which shall take a decision at its next meeting by a Highly Qualified Majority. The decision of the Governing Council shall be final.

3. Where the Governing Council has been unable to reach a decision under paragraph 2 of this article, the question shall be submitted to arbitration in accordance with the procedures laid down in article 53, paragraph 2, if any Member so requests within three months after the final day of consideration of the question by the Governing Council.

Article 53

ARBITRATION

1. Any dispute between the Fund and any Member which has withdrawn, or between the Fund and any Member during the termination of the Fund's operations, shall be submitted to arbitration.

2. The arbitral tribunal shall consist of three arbitrators. Each party to the dispute shall appoint one arbitrator. The two arbitrators so appointed shall appoint the third arbitrator, who shall be the Chairman. If within 45 days of receipt of the request for arbitration either party has not appointed an arbitrator, or if within 30 days of the appointment of the two arbitrators the third arbitrator has not been appointed, either party may request the President of the International Court of Justice, or such other authority as may have been prescribed by rules and regulations adopted by the Governing Council, to appoint an arbitrator. If the President of the International Court of Justice has been requested under this paragraph to appoint an arbitrator and if the President is a national of a State party to the dispute or is unable to discharge his duties, the authority to appoint the arbitrator shall devolve on the Vice-President of the Court, or, if he is similarly precluded, on the oldest among the members of the Court not so precluded who have been longest on the bench. The procedure of arbitration shall be fixed by the arbitrators but the Chairman shall have full power to settle all questions of procedure in any case of disagreement with respect thereto. A majority vote of the arbitrators shall be sufficient to reach a decision, which shall be final and binding upon the parties.

3. Unless a different procedure for arbitration is provided for in an Association Agreement, any dispute between the Fund and the Associated ICO shall be subject to arbitration in accordance with the procedures provided for in paragraph 2 of this article.

Chapter XIII. Final provisions

Article 54

SIGNATURE AND RATIFICATION, ACCEPTANCE OR APPROVAL

1. This Agreement shall be open for signature by all States listed in schedule A, and by intergovernmental organizations specified in article 4 (*b*), at United Nations Headquarters in New York from 1 October 1980 until one year after the date of its entry into force.

2. Any signatory State or signatory intergovernmental organization may become a party to this Agreement by depositing an instrument of ratification, acceptance or approval until 18 months after the date of its entry into force.

Article 55

DEPOSITARY

The Secretary-General of the United Nations shall be the Depositary of this Agreement.

Article 56

ACCESSION

After the entry into force of this Agreement, any State or intergovernmental organization specified in article 4 may accede to this Agreement upon such terms and conditions as are agreed between the Governing Council and that State or intergovernmental organization. Accession shall be effected by the deposit of an instrument of accession with the Depositary.

Article 57

ENTRY INTO FORCE

1. This Agreement shall enter into force upon receipt by the Depositary of instruments of ratification, acceptance or approval from at least 90 States, provided that their total subscriptions of Shares of Directly Contributed Capital comprise not less than two thirds of the total subscriptions of Shares of Directly Contributed Capital allocated to all the States specified in schedule A and that not less than 50 per cent of the target for pledges of voluntary contributions to the Second Account specified in article 13, paragraph 2, has been met, and further provided that the foregoing requirements have been fulfilled by 31 March 1982 or by such later date as the States that have deposited such instruments by the end of that period may decide by a two-thirds majority vote of those States. If the foregoing requirements have not been fulfilled by that later date, the States that have deposited such instruments by that later date may decide by a two-thirds majority vote of those States on a subsequent date. The States concerned shall notify the Depositary of any decisions taken under this paragraph.

2. For any State or intergovernmental organization that deposits an instrument of ratification, acceptance or approval after the entry into force of this Agreement, and for any State or intergovernmental organization that deposits an instrument of accession, this Agreement shall enter into force on the date of such deposit.

Article 58

RESERVATIONS

Reservations may not be made with respect to any of the provisions of this Agreement, except with respect to article 53.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto, have affixed their signatures under this Agreement on the dates indicated.

DONE at Geneva on the twenty-seventh day of June, one thousand nine hundred and eighty, in one original in the Arabic, Chinese, English, French, Russian and Spanish languages, all texts being equally authentic.

(*Certified as an authentic text.*)

SCHEDULES

SCHEDULE A

Subscriptions of Shares of Directly Contributed Capital

State	Paid-in Shares		Payable Shares		Total	
	Number	Value (Units of Account)	Number	Value (Units of Account)	Number	Value (Units of Account)
Afghanistan	105	794 480	2	15 133	107	809 612
Albania	103	779 347	1	7 566	104	786 913
Algeria	118	892 844	9	68 098	127	960 942
Angola	117	885 277	8	60 532	125	945 809
Argentina	153	1 157 670	26	196 728	179	1 354 398
Australia	425	3 215 750	157	1 187 936	582	4 403 686
Austria	246	1 861 352	70	529 653	316	2 391 005
Bahamas	101	764 214	1	7 566	102	771 780
Bahrain	101	764 214	1	7 566	102	771 780
Bangladesh	129	976 075	14	105 931	143	1 082 005
Barbados	102	771 780	1	7 566	103	779 347
Belgium	349	2 640 699	121	915 543	470	3 556 242
Benin	101	764 214	1	7 566	102	771 780
Bhutan	100	756 647	0	0	100	756 647
Bolivia	113	855 011	6	45 399	119	900 410
Botswana	101	764 214	1	7 566	102	771 780
Brazil	338	2 557 467	115	870 144	453	3 427 612
Bulgaria	152	1 150 104	25	189 162	177	1 339 265
Burma	104	786 913	2	15 133	106	802 046
Burundi	100	756 647	0	0	100	756 647
Byelorussian Soviet Socialist Republic	100	756 647	0	0	100	756 647
Canada	732	5 538 657	306	2 315 340	1 038	7 853 997
Cape Verde	100	756 647	0	0	100	756 647
Central African Republic	102	771 780	1	7 566	103	779 347
Chad	103	779 347	1	7 566	104	786 913
Chile	173	1 309 000	35	264 827	208	1 573 826
China	1 111	8 406 350	489	3 700 005	1 600	12 106 354
Colombia	151	1 142 537	25	189 162	176	1 331 699
Comoros	100	756 647	0	0	100	756 647
Congo	103	779 347	1	7 566	104	786 913
Costa Rica	118	892 844	8	60 532	126	953 375
Cuba	184	1 392 231	41	310 225	225	1 702 456
Cyprus	100	756 647	0	0	100	756 647
Czechoslovakia	292	2 209 410	93	703 682	385	2 913 092
Democratic Kampuchea	101	764 214	1	7 566	102	771 780
Democratic People's Republic of Korea	104	786 913	2	15 133	106	802 046
Democratic Yemen	101	764 214	1	7 566	102	771 780
Denmark	242	1 831 086	68	514 520	310	2 345 606
Djibouti	100	756 647	0	0	100	756 647
Dominica	100	756 647	0	0	100	756 647
Dominican Republic	121	915 543	10	75 665	131	991 208
Ecuador	117	885 277	8	60 532	125	945 809
Egypt	147	1 112 271	22	166 462	169	1 278 734
El Salvador	118	892 844	9	68 098	127	960 942
Equatorial Guinea	101	764 214	1	7 566	102	771 780
Ethiopia	108	817 179	4	30 266	112	847 445
Fiji	105	794 480	2	15 133	107	809 612
Finland	196	1 483 028	46	348 058	242	1 831 086
France	1 385	10 479 563	621	4 698 779	2 006	15 178 342
Gabon	109	824 745	4	30 266	113	855 011
Gambia	102	771 780	1	7 566	103	779 347
German Democratic Republic	351	2 655 831	121	915 543	472	3 571 375
Germany, Federal Republic of	1 819	13 763 412	831	6 287 738	2 650	20 051 149
Ghana	129	976 075	14	105 931	143	1 082 005
Greece	100	756 647	0	0	100	756 647
Grenada	100	756 647	0	0	100	756 647
Guatemala	120	907 977	10	75 665	130	983 641
Guinea	105	794 480	2	15 133	107	809 612

Subscriptions of Shares of Directly Contributed Capital

State	Paid-in Shares		Payable Shares		Total	
	Number	Value (Units of Account)	Number	Value (Units of Account)	Number	Value (Units of Account)
Guinea-Bissau	100	756 647	0	0	100	756 647
Guyana	108	817 179	4	30 266	112	847 445
Haiti	103	779 347	2	15 133	105	794 480
Holy See	100	756 647	0	0	100	756 647
Honduras	110	832 312	5	37 832	115	870 144
Hungary	205	1 551 127	51	385 890	256	1 937 017
Iceland	100	756 647	0	0	100	756 647
India	197	1 490 595	47	355 624	244	1 846 219
Indonesia	181	1 369 531	39	295 092	220	1 664 624
Iran	126	953 375	12	90 798	138	1 044 173
Iraq	111	839 878	6	45 399	117	885 277
Ireland	100	756 647	0	0	100	756 647
Israel	118	892 844	8	60 532	126	953 375
Italy	845	6 393 668	360	2 723 930	1 205	9 117 598
Ivory Coast	147	1 112 271	22	166 462	169	1 278 734
Jamaica	113	855 011	6	45 399	119	900 410
Japan	2 303	17 425 584	1 064	8 050 726	3 367	25 476 309
Jordan	104	786 913	2	15 133	106	802 046
Kenya	116	877 711	7	52 965	123	930 676
Kuwait	103	779 347	1	7 566	104	786 913
Lao People's Democratic Republic	101	764 214	0	0	101	764 214
Lebanon	105	794 480	2	15 133	107	809 612
Lesotho	100	756 647	0	0	100	756 647
Liberia	118	892 844	8	60 532	126	953 375
Libyan Arab Jamahiriya	105	794 480	3	22 699	108	817 179
Liechtenstein	100	756 647	0	0	100	756 647
Luxembourg	100	756 647	0	0	100	756 647
Madagascar	106	802 046	3	22 699	109	824 745
Malawi	103	779 347	1	7 566	104	786 913
Malaysia	248	1 876 485	72	544 786	320	2 421 271
Maldives	100	756 647	0	0	100	756 647
Mali	103	779 347	1	7 566	104	786 913
Malta	101	764 214	1	7 566	102	771 780
Mauritania	108	817 179	4	30 266	112	847 445
Mauritius	109	824 745	5	37 832	114	862 578
Mexico	144	1 089 572	21	158 896	165	1 248 468
Monaco	100	756 647	0	0	100	756 647
Mongolia	103	779 347	1	7 566	104	786 913
Morocco	137	1 036 607	18	136 196	155	1 172 803
Mozambique	106	802 046	3	22 699	109	824 745
Nauru	100	756 647	0	0	100	756 647
Nepal	101	764 214	0	0	101	764 214
Netherlands	430	3 253 583	159	1 203 069	589	4 456 652
New Zealand	100	756 647	0	0	100	756 647
Nicaragua	114	862 578	6	45 399	120	907 977
Niger	101	764 214	1	7 566	102	771 780
Nigeria	134	1 013 907	16	121 064	150	1 134 971
Norway	202	1 528 427	49	370 757	251	1 899 184
Oman	100	756 647	0	0	100	756 647
Pakistan	122	923 110	11	83 231	133	1 006 341
Panama	105	794 480	3	22 699	108	817 179
Papua New Guinea	116	877 711	8	60 532	124	938 242
Paraguay	105	794 480	2	15 133	107	809 612
Peru	136	1 029 040	17	128 630	153	1 157 670
Philippines	183	1 384 664	40	302 659	223	1 687 323
Poland	362	2 739 063	126	953 375	488	3 692 438
Portugal	100	756 647	0	0	100	756 647
Qatar	100	756 647	0	0	100	756 647
Republic of Korea	151	1 142 537	25	189 162	176	1 331 699
Romania	142	1 074 439	20	151 329	162	1 225 768
Rwanda	103	779 347	1	7 566	104	786 913
Saint Lucia	100	756 647	0	0	100	756 647

SCHEDULE A *(concluded)*

Subscription of Shares of Directly Contributed Capital

State	Paid in Shares		Payable Shares		Total	
	Number	Value (Units of Account)	Number	Value (Units of Account)	Number	Value (Units of Account)
Saint Vincent and the Grenadines	100	756 647	0	0	100	756 647
Samoa	100	756 647	0	0	100	756 647
San Marino	100	756 647	0	0	100	756 647
Sao Tome and Principe	101	764 214	0	0	101	764 214
Saudi Arabia	105	794 480	2	15 133	107	809 612
Senegal	113	855 011	7	52 965	120	907 977
Seychelles	100	756 647	0	0	100	756 647
Sierra Leone	103	779 347	1	7 566	104	786 913
Singapore	134	1 013 907	17	128 630	151	1 142 537
Solomon Islands	101	764 214	0	0	101	764 214
Somalia	101	764 214	1	7 566	102	771 780
South Africa	309	2 338 040	101	764 214	410	3 102 253
Spain	447	3 382 213	167	1 263 601	614	4 645 813
Sri Lanka	124	938 242	12	90 798	136	1 029 040
Sudan	124	938 242	12	90 798	136	1 029 040
Suriname	104	786 913	2	15 133	106	802 046
Swaziland	104	786 913	2	15 133	106	802 046
Sweden	363	2 746 629	127	960 942	490	3 707 571
Switzerland	326	2 466 670	109	824 745	435	3 291 415
Syrian Arab Republic	113	855 011	7	52 965	120	907 977
Thailand	137	1 036 607	18	136 196	155	1 172 803
Togo	105	794 480	3	22 699	108	817 179
Tonga	100	756 647	0	0	100	756 647
Trinidad and Tobago	103	779 347	2	15 133	105	794 480
Tunisia	113	855 011	6	45 399	119	900 410
Turkey	100	756 647	0	0	100	756 647
Uganda	118	892 844	9	68 098	127	960 942
Ukrainian Soviet Socialist Republic	100	756 647	0	0	100	756 647
Union of Soviet Socialist Republics	1 865	14 111 469	853	6 454 200	2 718	20 565 669
United Arab Emirates	101	764 214	1	7 566	102	771 780
United Kingdom of Great Britain and Northern Ireland	1 051	7 952 361	459	3 473 010	1 510	11 425 372
United Republic of Cameroon	116	877 711	8	60 532	124	938 242
United Republic of Tanzania	113	855 011	6	45 399	119	900 410
United States of America	5 012	37 923 155	2 373	17 955 237	7 385	55 878 392
Upper Volta	101	764 214	1	7 566	102	771 780
Uruguay	107	809 612	4	30 266	111	839 878
Venezuela	120	907 977	10	75 665	130	983 641
Viet Nam	108	817 179	4	30 266	112	847 445
Yemen	101	764 214	1	7 566	102	771 780
Yugoslavia	151	1 142 537	24	181 595	175	1 324 133
Zaire	147	1 112 271	22	166 462	169	1 278 734
Zambia	157	1 187 936	27	204 295	184	1 392 231
Zimbabwe	100	756 647	0	0	100	756 647

Schedule B

Special arrangements for the least developed countries pursuant to article 11, paragraph 6

1. Members in the category of least developed countries as defined by the United Nations shall pay the Paid-in Shares referred to in article 10, paragraph 1 (*b*), in the following manner:

(*a*) A payment of 30 per cent shall be made in three equal instalments over a period of three years;

(*b*) A subsequent payment of 30 per cent shall be made in instalments as and when decided by the Executive Board;

(*c*) After payment of (*a*) and (*b*) above, the remaining 40 per cent shall be evidenced by Members by the deposit of irrevocable, non-negotiable, non-interest-bearing promissory notes, and shall be paid as and when decided by the Executive Board.

2. Notwithstanding the provisions of article 31, a least developed country shall not be suspended from its membership for its failure to fulfil the financial obligations referred to in paragraph 1 of this schedule without being given the full opportunity to represent its case, within a reasonable period of time, and satisfy the Governing Council of its inability to fulfil such obligations.

Schedule C

Eligibility criteria for ICBs

1. An ICB shall be established on an intergovernmental basis, with membership open to all States Members of the United Nations or of any of its specialized agencies or of the International Atomic Energy Agency.

2. It shall be concerned on a continuing basis with the trade, production and consumption aspects of the commodity in question.

3. Its membership shall comprise producers and consumers which shall represent an adequate share of exports and of imports of the commodity concerned.

4. It shall have an effective decision-making process that reflects the interests of its participants.

5. It shall be in a position to adopt a suitable method for ensuring the proper discharge of any technical or other responsibilities arising from its association with the activities of the Second Account.

Schedule D

Allocation of votes

1. Each Member State referred to in article 5 (*a*) shall hold:

(*a*) 150 basic votes;

(*b*) The number of votes allocated to it in respect of Shares of Directly Contributed Capital which it has subscribed, as set out in the annex to this schedule;

(*c*) One vote for each 37,832 Units of Account of Guarantee Capital provided by it;

(*d*) Any votes allocated to it in accordance with paragraph 3 of this schedule.

2. Each Member State referred to in article 5 (*b*) shall hold:

(*a*) 150 basic votes;

(*b*) A number of votes in respect of Shares of Directly Contributed Capital which it has subscribed, to be determined by the Governing Council by a Qualified Majority on a basis consistent with the allocation of votes provided for in the annex to this schedule;

(*c*) One vote for each 37,832 Units of Account of Guarantee Capital provided by it;

(*d*) Any votes allocated to it in accordance with paragraph 3 of this schedule.

3. In the event of unsubscribed or additional Shares of Directly Contributed Capital being made available for subscription in accordance with article 9, paragraph 4 (*b*) and (*c*), and article 12, paragraph 3, two additional votes shall be allocated to each Member State for each additional Share of Directly Contributed Capital which it subscribes.

4. The Governing Council shall keep the voting structure under constant review and, if the actual voting structure is significantly different from that provided for in the annex to this schedule, shall make any necessary adjustments in accordance with the fundamental principles governing the distribution of votes reflected in this schedule. In making such adjustments, the Governing Council shall take into consideration:

(*a*) The membership;

(*b*) The number of Shares of Directly Contributed Capital;

(*c*) The amount of Guarantee Capital.

5. Adjustments in the distribution of votes pursuant to paragraph 4 of this schedule shall be made in accordance with rules and regulations to be adopted for this purpose by the Governing Council at its first annual meeting by a Highly Qualified Majority.

Annex to schedule D

ALLOCATION OF VOTES

State	*Basic votes*	*Additional votes*	*Total*
Afghanistan	150	207	357
Albania	150	157	307
Algeria	150	245	395
Angola	150	241	391
Argentina	150	346	496
Australia	150	925	1 075
Austria	150	502	652
Bahamas	150	197	347
Bahrain	150	197	347
Bangladesh	150	276	426
Barbados	150	199	349
Belgium	150	747	897
Benin	150	197	347
Bhutan	150	193	343
Bolivia	150	230	380
Botswana	150	197	347
Brazil	150	874	1 024
Bulgaria	150	267	417
Burma	150	205	355
Burundi	150	193	343
Byelorussian Soviet Socialist Republic	150	151	301
Canada	150	1 650	1 800
Cape Verde	150	193	343
Central African Republic	150	199	349
Chad	150	201	351
Chile	150	402	552
China	150	2 850	3 000
Colombia	150	340	490
Comoros	150	193	343
Congo	150	201	351
Costa Rica	150	243	393
Cuba	150	434	584
Cyprus	150	193	343
Czechoslovakia	150	582	732
Democratic Kampuchea	150	197	347
Democratic People's Republic of Korea	150	205	355
Democratic Yemen	150	197	347
Denmark	150	493	643
Djibouti	150	193	343
Dominica	150	193	343
Dominican Republic	150	253	403
Ecuador	150	241	391
Egypt	150	326	476
El Salvador	150	245	395
Equatorial Guinea	150	197	347
Ethiopia	150	216	366
Fiji	150	207	357
Finland	150	385	535
France	150	3 188	3 338
Gabon	150	218	368
Gambia	150	199	349
German Democratic Republic	150	713	863
Germany, Federal Republic of	150	4 212	4 362
Ghana	150	276	426
Greece	150	159	309
Grenada	150	193	343
Guatemala	150	251	401
Guinea	150	207	357
Guinea-Bissau	150	193	343
Guyana	150	216	366
Haiti	150	203	353
Holy See	150	159	309
Honduras	150	222	372
Hungary	150	387	537
Iceland	150	159	309
India	150	471	621
Indonesia	150	425	575
Iran	150	266	416
Iraq	150	226	376
Ireland	150	159	309

State	*Basic votes*	*Additional votes*	*Total*
Israel	150	243	393
Italy	150	1 915	2 065
Ivory Coast	150	326	476
Jamaica	150	230	380
Japan	150	5 352	5 502
Jordan	150	205	355
Kenya	150	237	387
Kuwait	150	201	351
Lao People's Democratic Republic	150	195	345
Lebanon	150	207	357
Lesotho	150	193	343
Liberia	150	243	393
Libyan Arab Jamahiriya	150	208	358
Liechtenstein	150	159	309
Luxembourg	150	159	309
Madagascar	150	210	360
Malawi	150	201	351
Malaysia	150	618	768
Maldives	150	193	343
Mali	150	201	351
Malta	150	197	347
Mauritania	150	216	366
Mauritius	150	220	370
Mexico	150	319	469
Monaco	150	159	309
Mongolia	150	157	307
Morocco	150	299	449
Mozambique	150	210	360
Nauru	150	193	343
Nepal	150	195	345
Netherlands	150	936	1 086
New Zealand	150	159	309
Nicaragua	150	232	382
Niger	150	197	347
Nigeria	150	290	440
Norway	150	399	549
Oman	150	193	343
Pakistan	150	257	407
Panama	150	208	358
Papua New Guinea	150	239	389
Paraguay	150	207	357
Peru	150	295	445
Philippines	150	430	580
Poland	150	737	887
Portugal	150	159	309
Qatar	150	193	343
Republic of Korea	150	340	490
Romania	150	313	463
Rwanda	150	201	351
Saint Lucia	150	193	343
Saint Vincent and the Grenadines	150	193	343
Samoa	150	193	343
San Marino	150	159	309
Sao Tome and Principe	150	195	345
Saudi Arabia	150	207	357
Senegal	150	232	382
Seychelles	150	193	343
Sierra Leone	150	201	351
Singapore	150	291	441
Solomon Islands	150	195	345
Somalia	150	197	347
South Africa	150	652	802
Spain	150	976	1 126
Sri Lanka	150	263	413
Sudan	150	263	413
Suriname	150	205	355
Swaziland	150	205	355
Sweden	150	779	929
Switzerland	150	691	841
Syrian Arab Republic	150	232	382
Thailand	150	299	449

State	Basic votes	Additional votes	Total
Togo	150	208	358
Tonga	150	193	343
Trinidad and Tobago	150	203	353
Tunisia	150	230	380
Turkey	150	159	309
Uganda	150	245	395
Ukrainian Soviet Socialist Republic	150	151	301
Union of Soviet Socialist Republics	150	4 107	4 257
United Arab Emirates	150	197	347
United Kingdom of Great Britain and Northern Ireland	150	2 400	2 550
United Republic of Cameroon	150	239	389
United Republic of Tanzania	150	230	380
United States of America	150	11 738	11 888
Upper Volta	150	197	347
Uruguay	150	214	364
Venezuela	150	251	401
Viet Nam	150	216	366
Yemen	150	197	347
Yugoslavia	150	338	488
Zaire	150	326	476
Zambia	150	355	505
Zimbabwe	150	193	343
OVERALL TOTAL	24 450	79 924	104 374

SCHEDULE E

Election of Executive Directors

1. The Executive Directors and their alternates shall be elected by ballot of the Governors.

2. Balloting shall be for candidatures. Each candidature shall comprise a person nominated by a Member for Executive Director and a person nominated by the same Member or another Member for alternate. The two persons forming each candidature need not be of the same nationality.

3. Each Governor shall cast for one candidature all of the votes to which the Member which appointed that Governor is entitled under schedule D.

4. The 28 candidatures receiving the greatest number of votes shall be elected, provided that no candidature has received less than 2.5 per cent of the total voting power.

5. If 28 candidatures are not elected on the first ballot, a second ballot shall be held in which shall vote only:

(*a*) Those Governors who voted in the first ballot for a candidature not elected;

(*b*) Those Governors whose votes for an elected candidature are deemed under paragraph 6 of this schedule to have raised the votes cast for that candidature above 3.5 per cent of the total voting power.

6. In determining whether the votes cast by a Governor are to be deemed to have raised the total of any candidature above 3.5 per cent of the total voting power, the percentage shall be deemed to exclude, first, the votes of the Governor casting the smallest number of votes for that candidature, then the votes of the Governor casting the second smallest number of votes, and so on until 3.5 per cent, or a figure below 3.5 per cent but above 2.5 per cent, is reached; except that any Governor whose votes must be counted in order to raise the total of any candidature above 2.5 per cent shall be considered as casting all of his votes for that candidature, even if the total votes for that candidature thereby exceed 3.5 per cent.

7. If, on any ballot, two or more Governors holding an equal number of votes have voted for the same candidature and the votes of one or more, but not all, of such Governors could be deemed to have raised the total votes above 3.5 per cent of the total voting power, whoever among them shall be entitled to vote on the next ballot, if a next ballot is required, shall be determined by lot.

8. For determining whether a candidature is elected at the second ballot, and who are the Governors whose votes shall be deemed to have elected that candidature, the minimum and maximum percentages specified in paragraphs 4 and 5 (*b*) of this schedule and the procedures described in paragraphs 6 and 7 of this schedule shall apply.

9. If, after the second ballot, 28 candidatures have not been elected, further ballots shall be held on the same principles until 27 candidatures have been elected. After this, the twenty-eighth candidature shall be elected by a simple majority of the remaining votes.

10. In the event that a Governor votes for an unsuccessful candidature in the last ballot held, that Governor may designate a successful candidature, if the latter agrees, to represent in the Executive Board the Member which appointed that Governor. In this case, the ceiling of 3.5 per cent specified in paragraph 5 (*b*) of this schedule shall not apply to the candidature so designated.

11. When a State accedes to this Agreement in the interval between elections of the Executive Directors, it may designate any of the Executive Directors, if the latter agrees, to represent it in the Executive Board. In this case, the ceiling of 3.5 per cent specified in paragraph 5 (*b*) of this schedule shall not apply.

SCHEDULE F

Unit of Account

The value of one Unit of Account shall be the sum of the values of the following currency units converted into any one of those currencies:

United States dollar	0.40
Deutsche mark	0.32
Japanese yen	21
French franc	0.42
Pound sterling	0.050
Italian lira	52
Netherlands guilder	0.14
Canadian dollar	0.070
Belgian franc	1.6
Saudi Arabian riyal	0.13
Swedish krona	0.11
Iranian rial	1.7
Australian dollar	0.017
Spanish peseta	1.5
Norwegian krone	0.10
Austrian schilling	0.28

Any change in the list of the currencies that determine the value of the Unit of Account, and in the amounts of these currencies, shall be made in accordance with rules and regulations adopted by the Governing Council by a Qualified Majority in conformity with the practice of a competent international monetary organization.

Part Two

FINAL ACT OF THE UNITED NATIONS NEGOTIATING CONFERENCE ON A COMMON FUND UNDER THE INTEGRATED PROGRAMME FOR COMMODITIES

1. The United Nations Conference on Trade and Development, in its resolution 93 (IV) on the Integrated Programme for Commodities, agreed that steps would be taken towards establishing a common fund and requested the Secretary-General of UNCTAD to convene a negotiating conference open to all members of UNCTAD no later than March 1977. It further requested the Secretary-General of UNCTAD to convene preparatory meetings prior to such a conference.

2. After three preparatory meetings had been held pursuant to that request, the United Nations Negotiating Conference on a Common Fund under the Integrated Programme for Commodities was accordingly convened at the Palais des Nations, Geneva, on 7 March 1977. The Conference held four sessions, the first from 7 March to 2 April 1977, the second from 7 November to 1 December 1977 and from 14 to 30 November 1978, the third from 12 to 19 March 1979 and the fourth from 5 to 27 June 1980[1].

3. At its third session the Conference adopted resolution 1 (III) on the fundamental elements of the Common Fund[2] and requested the Secretary-General of UNCTAD to convene an Interim Committee of the Negotiating Conference, open to the participation of all States members of UNCTAD, to consider the elements requiring further elaboration, to draft the Articles of Agreement of the Common Fund, and to make recommendations regarding the preparatory work required to bring the Fund into operation. The Interim Committee held five sessions, the first from 3 to 14 September 1979, the second from 22 October to 2 November 1979, the third from 3 to 14 December 1979, and the fourth from 18 February to 5 March 1980 and the fifth from 8 to 19 April 1980.

4. Representatives of the following 124 States members of UNCTAD participated in one or more sessions of the Conference, namely representatives of: Afghanistan; Algeria; Argentina; Australia; Austria; Bangladesh; Barbados; Belgium; Benin; Bolivia; Botswana; Brazil; Bulgaria; Burma; Burundi; Canada; Central African Republic; Chad; Chile; China; Colombia; Congo; Costa Rica; Cuba; Cyprus; Czechoslovakia; Democratic People's Republic of Korea; Democratic Yemen; Denmark; Djibouti; Dominican Republic; Ecuador; Egypt; El Salvador; Ethiopia; Finland; France; Gabon; Gambia; German Democratic Republic; Germany, Federal Republic of; Ghana; Greece; Guatemala; Guinea; Haiti; Honduras; Hungary; India; Indonesia; Iran; Iraq; Ireland; Israel; Italy; Ivory Coast; Jamaica; Japan; Jordan; Kenya; Kuwait; Lebanon; Liberia; Libyan Arab Jamahiriya; Luxembourg; Madagascar; Malawi; Malaysia; Mali; Malta; Mauritius; Mexico; Mongolia; Morocco; Mozambique; Netherlands; New Zealand; Nicaragua; Niger; Nigeria; Norway; Oman; Pakistan; Panama; Papua New Guinea; Peru; Philippines; Poland; Portugal; Qatar; Republic of Korea; Romania; Rwanda; Saudi Arabia; Senegal; Sierra Leone; Singapore; Somalia; Spain; Sri Lanka; Sudan; Swaziland; Sweden; Switzerland; Syrian Arab Republic; Thailand; Togo; Trinidad and Tobago; Tunisia; Turkey; Uganda; Union of Soviet Socialist Republics; United Arab Emirates; United Kingdom of Great Britain and Northern Ireland; United Republic of Cameroon; United Republic of Tanzania; United States of America; Uruguay; Venezuela; Viet Nam; Yemen; Yugoslavia; Zaire; Zambia.

5. The following State member of UNCTAD was represented at the Conference by an observer: Holy See.

6. The following United Nations organs were represented at the Conference by observers: Department of International Economic and Social Affairs of the United Nations Secretariat, Economic Commission for Europe, Economic Commission for Africa, United Nations Industrial Development Organization, United Nations Environment Programme, United Nations Development Programme, World Food Council, International Trade Centre.

7. The following specialized and related agencies were represented at the Conference by observers: International Labour Organisation, Food and Agriculture Organization of the United Nations, World Bank, International Monetary Fund, General Agreement on Tariffs and Trade.

8. The following intergovernmental organizations were represented at the Conference by observers: African and Mauritian Common Organization, African Development Bank, African Groundnut Council, Association of Iron Ore Exporting Countries, Commonwealth Secretariat, Council of Arab Economic Unity, Economic Community of the Great Lakes Countries, European Economic Community, European Free Trade Association, Inter-American Developement Bank, Intergovernmental Council of Copper Exporting Countries, International Bauxite Association, International Cocoa Organization, Latin American Economic System, League of Arab States, Organisation for Economic Co-operation and Development, Organization of African Unity, Organization of American States, Organization of the Islamic Conference, Organization of the Petroleum Exporting Countries, Permanent Secretariat of the General Treaty on Central American Economic Integration, OPEC Fund.

9. The following non-governmental organizations were admitted as observers to the Conference by decision of the Conference at its second session: Friends World Committee for Consultation (Qua-

[1] The reports of the Conference were circulated under the following symbols: first session, TD/IPC/CF/CONF/8; second session, TD/IPC/CF/CONF/14 (Part I), and resumed second session, TD/IPC/CF/CONF/14 (Part II); third session, TD/IPC/CF/CONF/19; fourth session, TD/IPC/CF/CONF/26.

[2] TD/IPC/CONF/19, annex I.

kers). International Chamber of Commerce, International Confederation of Free Trade Unions, International Co-operation for Socio-Economic Development. International Federation of Cotton and Allied Textile Industries. World Development Movement, World Federation of United Nations Associations.

10. The following organization participated in the Conference, having been invited pursuant to General Assembly resolution 3280 (XXIX): Pan Africanist Congress of Azania.

11. The Conference elected Mr. H. S. Walker (Jamaica) as its President.

12. The Conference, at its first session, elected the following Vice-Presidents: Mr. A. Alatas (Indonesia), Mr. An Chih-yuan (China), Mr. M. Armendáriz (Mexico), Mr. N. Boerner (United States of America), Mr. J. Cuttat (Switzerland), Mr. O. El-Shafei (Egypt), Mr. T. Fabian (Hungary), Mr. D. Hilton (Canada), Mr. F. Jaramillo (Colombia), Mr. S. A. M. S. Kibria (Bangladesh), Mr. D. N. M. Mloka (United Republic of Tanzania), Mr. M. Pravda (Czechoslovakia), Mr. M. Seo (Japan), Mr. J. R. Steele (United Kingdom of Great Britain and Northern Ireland).

13. At its second session, the Conference elected as Vice-Presidents Mr. A. González-de-León (Mexico), to replace Mr. M. Armendáriz (Mexico), Mr. D. Laloux (Belgium) to replace Mr. J. R. Steele (United Kingdom of Great Britain and Northern Ireland), and Mr. A. Wendt (United States of America) to replace Mr. M. Boerner (United States of America).

14. At its resumed second session, the Conference elected as Vice-Presidents representatives of: Mexico (Mr. M. Armendáriz to replace Mr. A. González-de-León of Mexico); United Republic of Tanzania (Mr. W. Chagula to replace Mr. D. N. M. Mloka of the United Republic of Tanzania); Hungary (Mr. F. Furulyas to replace Mr. T. Fabian of Hungary); Czechoslovakia (Mr. R. Hlavaty to replace Mr. M. Pravda of Czechoslovakia); Bangladesh (Mr. S. Karim to replace Mr. S. A. M. S. Kibria of Bangladesh); Federal Republic of Germany (Mr. W. Mueller-Thuns to replace Mr. D. Laloux of Belgium).

15. At its fourth session, the Conference elected as Vice-President Mr. H. Díaz-Thomé (Mexico) to replace Mr. M. Armendáriz (Mexico), Mr. T. Fabian (Hungary) to replace Mr. F. Furulyas (Hungary), Mr. J. Ferriter (United States of America) to replace Mr. A. Wendt (United States of America), Mr. S. Kobayashi (Japan) to replace Mr. M. Seo (Japan), Mr. G. Surquin (Belgium) to replace Mr. J. Cuttat (Switzerland) and Mr. Zheng Tuobin (China) to replace Mr. An Chih-yuan (China).

16. The Conference elected Mr. S. Wolnik (Poland) as Rapporteur. At its second session it elected Mr. S. Borowy (Poland) to replace Mr. S. Wolnik (Poland). At the resumed second session it elected Mr. J. Toczek (Poland) to replace Mr. S. Borowy (Poland).

17. At its first session, the Conference established a Committee of the Whole and allocated to it further consideration of item 9 of its agenda, "Negotiation of a common fund pursuant to Conference resolution 93 (IV) on the Integrated Programme for Commodities". The President, Vice-Presidents and Rapporteur of the Conference served as Chairman, Vice-Chairmen and Rapporteur respectively of the Committee of the Whole.

18. At its first session the Conference established a Credentials Committee consisting of the representatives of: China, Ecuador, El Salvador, Ivory Coast, Malaysia, Netherlands, Union of Soviet Socialist Republics, United States of America and Zambia. Mr. C. van der Tak (Netherlands) was elected Chairman of the Credentials Committee. At the fourth session of the Conference Mr. van der Tak was replaced by Mr. K. Fraterman (Netherlands) as Chairman of the Credentials Committee.

19. At the first session, the Committee of the Whole established three negotiating groups to deal with the following aspects of the establishment of a common fund:

Negotiating Group I: Preamble; objectives and purposes; modes of operation

Negotiating Group II: Financial matters

Negotiating Group III: Decision-making and fund management

20. At the first session of the Conference, Negotiating Group I elected Mr. T. G. R. Tscherning (Sweden) as Chairman, Mr. S. T. Matturi (Sierra Leone) as Vice-Chairman, and Mr. L. Sekulić (Yugoslavia) as Rapporteur. Negotiating Group II elected Mr. A. Al-Tijani Salih (United Arab Emirates) as Chairman, Mr. K. Waller (Australia) as Vice-Chairman, and Mrs. A. Auguste (Trinidad and Tobago) as Rapporteur. Negotiating Group III elected Mr. J. Muliro (Kenya) as Chairman, Mr. L. A. Denisov (Union of Soviet Socialist Republics) as Vice-Chairman, and Mr. S. Nagai (Japan) as Rapporteur.

21. At the second session of the Conference, Mr. T. G. R. Tscherning (Sweden) was replaced by Mr. K. G. Lagerfelt (Sweden) as Chairman of Negotiating Group I.

22. At the resumed second session Mr. K. G. Lagerfelt (Sweden) was replaced by Mr. D. Laloux (Belgium) as Chairman of Negotiating Group I, Mr. A. Al-Tijani Salih (United Arab Emirates) was replaced by Mr. J. K. A. Marker (Pakistan) as Chairman of Negotiating Group II, and Mr. J. Muliro (Kenya) was replaced by Mr. M. Oreibi (Libyan Arab Jamahiriya) as Chairman of Negotiating Group III. Mr. K. Waller (Australia) was replaced by Mr. J. W. Keany (Australia) as Vice-Chairman of Negotiating Group II and Mr. L. A. Denisov (Union of Soviet Socialist Republics) was replaced by Mr. G. Krasnov (Union of Soviet Socialist Republics) as Vice-Chairman of Negotiating Group III. Mrs. A. Auguste (Trinidad and Tobago) was replaced by Mr. P. Dass (Trinidad and Tobago) as Rapporteur of Negotiating Group II and Mr. S. Nagai (Japan) was replaced by Mr. S. Naito (Japan) as Rapporteur of Negotiating Group III.

23. At the fourth session of the Conference, the Committee of the Whole established three working groups, to which it allocated consideration of a number of outstanding issues relating to the First Ac-

count, Second Account and administrative and legal questions, respectively.

24. Mr. J.-V. Gbeho (Ghana) was elected as Chairman of Working Group I and Mr. S. Kobayashi (Japan) as Vice-Chairman. Mr. J. K. A. Marker (Pakistan) was elected Chairman of Working Group II and Mr. G. Surquin (Belgium) was elected Chairman of Working Group III.

25. At the fourth session of the Conference, the Committee of the Whole established a Legal Drafting Committee to examine the texts of articles for the purpose of ensuring that they were consistent from the legal and linguistic standpoints and of correcting all linguistic, grammatical and typographical errors in the Arabic, Chinese, English, French, Russian and Spanish texts of the Agreement. The Legal Drafting Committee was composed of representatives of the following States: Brazil, Canada, China, Colombia, Ghana, Hungary, India, Iraq, Jamaica, Japan, Malaysia, Netherlands, Nigeria, Senegal, Spain, Sudan, Thailand, Union of Soviet Socialist Republics, United Kingdom of Great Britain and Northern Ireland, United States of America and Venezuela. Mr. T. De Bruyn (Netherlands) was elected Chairman of the Legal Drafting Committee.

26. The Conference was opened by Mr. Gamani Corea, Secretary-General of UNCTAD. Mr. B. T. G. Chidzero, Director of the Commodities Division of UNCTAD, acted as Director-in-charge of the Conference. At the second session Mr. Chidzero was replaced by Mr. A. McIntyre, Director of the Commodities Division of UNCTAD, as Director-in-charge. Mr. K. W. Scott acted as Secretary of the Conference. Mr. Scott was replaced by Mr. I. Nicolle as Secretary at the resumed second session and at the third session of the Conference. Mr. D. W. Caulfield acted as Legal Adviser to the Conference.

27. On the basis of its deliberations as recorded in the reports of the Conference on its first, second, resumed second, third and fourth sessions,[1] the Conference prepared the AGREEMENT ESTABLISHING THE COMMON FUND FOR COMMODITIES.

28. The Conference adopted the text of the Agreement on 27 June 1980 and provided that the Agreement should be open for signature by all States listed in schedule A to the Agreement, and by intergovernmental organizations specified in article 4 (*b*) of the Agreement, at United Nations Headquarters in New York from 1 October 1980 until one year after the date of its entry into force.

29. The Agreement is deposited with the Secretary-General of the United Nations.

30. The Conference also adopted on 27 June 1980 a resolution establishing a Preparatory Commission for the Common Fund for Commodities. The text of the resolution adopted by the Conference is annexed to this Final Act.

IN WITNESS WHEREOF the undersigned representatives have signed this Final Act on behalf of their respective States.

DONE at Geneva, this twenty-seventh day of June, one thousand nine hundred and eighty, in a single copy in the Arabic, Chinese, English, French, Russian and Spanish languages, each text being equally authentic.

President of the Conference
Secretary-General of UNCTAD
Director-in-charge of the Conference
Secretary of the Conference

[1] TD/IPC/CF/CONF/8, TD/IPC/CF/CONF/14, Part I and Part II, TD/IPC/CF/CONF/19 and TD/IPC/CF/CONF/26.

Annex

RESOLUTION ADOPTED BY THE CONFERENCE

Establishment of a Preparatory Commission for bringing the Common Fund into operation

The United Nations Negotiating Conference on a Common Fund under the Integrated Programme for Commodities

1. *Decides* that:

(*a*) A Preparatory Commission shall be established, composed of 28 States.[a] The Preparatory Commission shall be open to representatives of all other participants in the Conference eligible to sign the Agreement establishing the Common Fund for Commodities;

(*b*) The Preparatory Commission shall elect a Chairman and two Vice-Chairmen from among the representatives of the participating States members of the Commission;

(*c*) The Preparatory Commission shall continue in existence until the first meeting of the Governing Council of the Fund is convened, whereupon the Fund shall succeed to all rights and obligations of the Commission. If the Agreement has not entered into force by the time specified in article 57, paragraph 1, thereof, the Preparatory Commission shall be terminated no later than three months thereafter;

(*d*) The Preparatory Commission shall:

(i) Prepare for submission to the Governing Council of the Fund proposals concerning the following instruments:

a. Rules of procedure of the Governing Council and of the Executive Board;

b. Rules and regulations for the conduct of the business of the Fund;

c. Working papers on policies, criteria and regulations to govern financing operations by the Fund, including an outline of a model Association Agreement;

d. Rules and regulations for the Consultative Committee;

e. Staff regulations;

f. An administrative budget, reflecting the staffing and financial requirements for the first fiscal period of the Fund;

(ii) Undertake any other related tasks;

2. *Requests* the Secretary-General of UNCTAD:

(*a*) To establish, after consultation with the Chairman of the Preparatory Commission, a Special Unit for the servicing of the Commission;

(*b*) To convene the first annual meeting of the Governing Council of the Fund as soon as possible after the entry into force of the Agreement;

(*c*) To convene, within a period of three months after 31 March 1982, a meeting of the States having deposited their instruments of ratification, acceptance or approval, if, by such time, the Agreement has not entered into force, and, if appropriate, to convene any subsequent meeting;

3. *Decides* that, pursuant to General Assembly decision 34/446 of 19 December 1979, the expenses incurred by the work referred to above, with the exclusion of expenses incurred by members of and participants in the Commission in attending its meetings, may be met from the funds advanced by the General Assembly, which shall be repaid by the Fund as soon as possible after the entry into force of the Agreement. Should these funds be insufficient, advances may be provided by States, which may be set off against their subscriptions of Shares of Directly Contributed Capital of the Fund.

28th plenary meeting
27 June 1980

[a] The names of the States are to be communicated to the Secretary-General of UNCTAD prior to the first meeting of the Preparatory Commission.

Distr.
RESTRICTED

CFC/GC/19/3
22 October 2007

ORIGINAL: ENGLISH

COMMON FUND FOR COMMODITIES
Nineteenth Annual Meeting of the Governing Council
Park Royal Hotel
Kuala Lumpur, Malaysia
27 and 28 November 2007

Item 7 of the Provisional Agenda

DRAFT THIRD FIVE-YEAR ACTION PLAN (FYAP) 2008 to 2012

As Recommended by the Executive Board.

Distr.
RESTRICTED

CFC/GC/19/3/Add.1
22 October 2007
ORIGINAL: ENGLISH

COMMON FUND FOR COMMODITIES
Nineteenth Annual Meeting of the Governing Council
Park Royal Hotel
Kuala Lumpur, Malaysia
27 and 28 November 2007

Item 8 of the Provisional Agenda

Draft Decision
Recommended by the Executive Board to the Governing Council:

Approval of the Third Five-Year Action Plan 2008 to 2012

The Nineteenth Meeting of the Governing Council;

RECALLING its Decision GC/XVII/1 that the Fund must adopt a forward looking attitude and look beyond the current FYAP into the Third Five-Year Action Plan for the period 2008 to 2012 and asking the Executive Board to make detailed examination of the programme of activities for the Third FYAP prepared by the Secretariat including its financial requirements with a view to recommendations for adoption of the Third Five-Year Action Plan;

RECALLING also the need to ensure the long-term financial sustainability of the Fund;

HAVING CONSIDERED the Report of the Executive Board on the evaluation of the Implementation of the Second Five-Year Action Plan 2003 to 2007 and the Draft Five-Year Action Plan for the period 2008 to 2012 contained in document CFC/GC/19/3; and

RECOGNIZING with appreciation the payment of voluntary contributions made by member countries.

DECIDES as follows:

1. *Approves* the draft Third Five-Year Action Plan for the period 2008 to 2012 as contained in document CFC/GC/19/3.

2. *Endorses* the Programme of Activities submitted by International Commodity Bodies (ICBs) and Regional Economic Communities (RECs) and which constitute part of the FYAP for 2008 to 2012, and will remain indicative intervention areas to be updated as required, following periodic reviews by the concerned ICBs and RECs;

3. *Requests* the CFC Secretariat to continue its interaction with the ICBs and RECs and to ensure that projects reflect adequately measurable outputs and baseline data necessary to compare baseline situation with post-project impacts;

4. *Also Approves* the appropriation of USD 1 million for the financing of the Advocacy and Communications components of the Third Five-Year Action Plan from the First Account Net Earnings resources;

5. *Calls upon* the countries with outstanding pledged contributions to make prompt and uninterrupted payments to make the implementation of the Third FYAP successful;

6. *Also calls upon* Developing Countries particularly LDCs, to submit project proposals which are designed to benefit the poorer strata of populations and geared towards reducing rural poverty in a sustainable way;

7. *Requests* the CFC Secretariat to consider, whenever applicable, to recruit PEAs through public tender to ensure effective and efficient implementation, with due regard being given to capacity building in beneficiary countries and sustainability of project results;

8. *Decides further* to conduct a series of consultations and discussions, as early as feasible, within the Fund on the future role and mandate of the Fund and between the Fund and its clientele particularly the ICBs, RECs and other international institutions in order to better serve the evolving requirements of commodity dependent countries;

9. *Decides furthermore* to determine the long-term financial sustainability of the Fund on the basis of the findings of the consultations envisaged in paragraph 8 above and CFC's continued support to the commodity dependent developing countries with a view to replenishing the resources of the Second Account of the Fund;

10. *Decides also* to conduct a mid-term review of the implementation of the Third Five-Year Action Plan in 2010;

11. *Calls upon* the Managing Director to take appropriate steps towards the realisation of paragraph 10 above including the recruitment of independent consultants and to submit a report with recommendations, through the Executive Board, to the Governing Council for action.

The Logical Framework of the Third Five Year Action Plan

Goal	**Indicators**	**Sources of Verification**	**Assumptions**
To fulfil the expectations of the Member Countries in directing the Fund to address the specific development assistance needs of Commodity Dependent Developing Countries.	Progress in the approval and implementation of Regular and Fast Track projects Implementation of Advocacy and Communication Strategy Base line indicators should be established for all projects to provide the basis for comparison and impact evaluation.	Progress Reports on Projects and Annual Report to the EB and GC	Consensus among CFC Members concerning the role and place of the organization and consistent fulfillment of financial obligations of member countries
Specific objectives	**Indicators**	**Sources of Verification**	**Assumptions**
1. To finance commodity development	Approval and operationalisation of programmed	Financial statistics of the CFC	Timely encashment of

projects within the agreed priority areas including: - improving competitiveness of commodity producers; - supporting sustainable operation of the commodity value chains; - addressing vulnerability of export commodity producers and increasing their share in end-product value 2. To promote international cooperation, exchange of experience and knowledge sharing in commodity related development issues. 3 To raise the profile of commodity problematique and, specifically, concerns of commodity producers in the international development community.	projects. Average commitment rate of USD20mln per year Disbursement rate of at least USD20mln per year Reduced start-up delays; 80% of projects launch no later than 12 months after approval Annual consultation with ICBs. Regular communication with PEAs in all active projects. Organization of annual RTMs on commodity problems. Performance Evaluation at Mid Term and at completion of Plan. Publication of project results and other relevant information on the Internet and via other appropriate means. Commissioning and publication of at least one expert study per year on fundamental commodity issues. Publication of information about the work of the CFC in the international press	Reports of the Executive Board Reports of CFC meetings with ICBs and other organizations Availability and accessibility of CFC-sponsored publications Citation index of the CFC and its work on the internet Statistics of requests to the CFC Web site	pledges of Voluntary Contributions by Member Countries to finance the programmed CFC activities Commitment of international community to multilateral development assistance Absence of catastrophic commodity crises and global economic shocks
Operational Policies - Commodity Focus - Financing via Grants and Loans - Catalytic role of the Fund - Programme Approach to project identification - Value Chain Approach to project assessment - Collaboration with commodity chain stakeholders - Beneficiary focus and impact	**Indicators** Implementation of at least one project per programme priority area within the Plan period Average project size of USD2 mln for regular projects, 100,000 for Fast Track projects. Co-financing and or counterpart contributions ratio no less than 40% on average across portfolio Projects approved with a measurable set of performance benchmarks and indicators CFC Secretariat actively participating in project identification and formulation. All projects subjected to mid-term review and final	**Sources of Verification** Reports of the Consultative Committee Financial statistics of the CFC Project documents and evaluation reports Reports on the use of the PPF Reports of the meetings with ICBs Percentage of reports of completed projects which can be accessed in the public	**Assumptions** Priority programmes identified in FYAP duly reflect priority areas of strategic intervention The human capacity of the Secretariat remains at least at the current level Effective communication with Member Countries via Governors and Executive Directors

- Sustainable commodity production - Active role in project development using PPF - Project ownership - Operational efficiency, objective project monitoring and evaluation - Information dissemination - Advocacy of commodity problems - Cooperation and partnership	evaluation. Positive results of every completed project made accessible to the interested parties either by publication or by placing results in the public domain Timely implementation of the advocacy and information dissemination programmes	domain Media publications and reports from the events organized under communication and advocacy programmes	Appointment of suitably qualified members of the CC Adoption of appropriate changes to the CFC IPR policy
Activities 1. First Account Operations - to introduce price and supply risk management schemes; - to improve market structures in commodities; - to improve marketing chain; 2. Second Account Operations - to improve access to markets; - to expand processing and move producers up the value addition chain; this includes value addition and diversification of commodities; - to improve the competitiveness of commodities; - to disseminate improved techniques to the widest possible beneficiaries; - to broaden the range of exportable commodities and their respective chains;	**Required level of commitments** 1. Approval of 6 regular and 17 Fast Track projects, total financing of USD13.7 mln. 2. Approval of 44 regular and 33 Fast Track projects, total financing of USD91.3 mln 3. Communications programme value of USD 334,000 4. Advocacy programme value of USD 665,000 5. Administrative budget maintained at zero real growth.	**Performance Indicators** Rate of approval of projects by the EB Rate of disbursement of project funds Average delay from commitment to first disbursement Usage statistics of the CFC web site Publication of sponsored studies on commodities Establishment of Advisory Board Participation of CFC in important meetings CFC budget and staff level statistics	**Risks and mitigation measures** Programme priority areas should be adhered to by both the CFC and the ICBs. Changes to these priority areas could be introduced as the result of carefully weighed consultative process avoiding momentary and transient pressures to dilute the focus. CFC project approval process should maintain persistence and continuity in following the Programme Approach. In changing in the composition of EB and CC due attention should be paid to the continuity of agreed CFC policies.

3. Communications 4. Advocacy of commodity problems 5. Administration of the organization			

The key elements of the current draft FYAP have been summarized in the form of a Logical Framework which includes objective benchmarks, indicators and lists the important assumptions underlying the FYAP. The Logical Framework is a concise summary of the draft new FYAP. It is expected that it would be an important instrument in the implementation and performance evaluation of the Third FYAP.

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CFC/GC/19/3
22 October 2007

ORIGINAL: ENGLISH

COMMON FUND FOR COMMODITIES
Nineteenth Annual Meeting of the Governing Council
Park Royal Hotel
Kuala Lumpur, Malaysia
27 and 28 November 2007

Item 7 of the Provisional Agenda

DRAFT THIRD FIVE-YEAR ACTION PLAN (FYAP) 2008 to 2012

A. Introduction:

1. The Common Fund for Commodities has been pursuing a five-year programming cycle for its plan of operations since it adopted the First Five Year Action Plan for the period 1998 to 2002. Subsequently, the Second Five-Year Action Plan for the period 2003 to 2007 was approved in December 2002. This Second Five-Year Action Plan is now running to its completion by 31 December 2007. The implementation of the current Plan has been evaluated by independent consultants and will be considered by this 44th Meeting of the Executive Board.

2. The Governing Council of the Fund, at its 17th Meeting in November 2006, had instructed that the Fund must adopt a forward looking attitude and look beyond the current FYAP into a Third Five-Year Action Plan for the period 2008 to 2012. In this context, the Council had asked the Executive Board to make detailed examination of the programme of activities for the Third FYAP prepared by the Secretariat including its financial requirements with a view to submitting its recommendation to the 19th Meeting of the Governing Council at the end of 2007. The Governing Council will then take a decision on the Third Five-Year Action Plan and invite additional Voluntary Contributions for the implementation of the Plan as may be necessary.

3. The Executive Board at its 44th meeting held in October 2007, considered the report of independent consultants and the Secretariat of the Fund on the Implementation of the Second FYAP as well as the programme of activities for the Third FYAP including

its financial requirements and submits the Draft Third FYAP for the consideration and approval by the Governing Council. In this connection, the Executive Board recommends that the draft decision submitted herewith as CFC/GC/19/3/Add.1 contains the relevant points for decision by the Council.

4. **The new Action Plan builds upon the experiences gained during the preceding two Plans and takes account of the changes which are taking place in the overall global economic system and adjust the Fund's development policy to the evolving policy environment.** More particularly, the Fund should take full account of the lessons drawn from the implementation of the current FYAP and the results of the overall evaluation of the Plan by independent consultants and the Executive Board.

5. The Third Five-Year Action Plan for the period 2008 to 2012 has been prepared on the basis of the foregoing and with the objectives and programme of activities as described below with the full participation of stakeholders through the International Commodity Bodies (ICBs) and Regional Economic Communities (RECs).

B. The Context and Objectives:

6. Many developing countries, and in particular the least developed among them, base substantial sections of their economic activity on commodities. It is estimated that out of the 2.4 billion people engaged in agriculture in developing countries, about 1 billion derive a large part of their livelihood from the production of export commodities. Most of these populations constitute over 70% of the populations of commodity dependent developing countries, of which a great majority of them are found in the Least Developed Countries (LDCs). They are characterised by their high dependence on a narrow range of commodities as principal sources of income, employment and export revenue. They experience price volatility and instability in their incomes rendering them vulnerable to the vagaries of commodity markets. In consequence, investment and economic and social development are adversely affected by such events and commodity dependent populations and countries are subjected to a cycle of abject poverty.

7. Furthermore, commodity producing developing countries are confronted with a common set of challenges when participating in international markets. These include structural over-supply of undifferentiated basic products, erosion of trade preferences in the ACP/EU cooperation framework and proliferation of standards and rationalisation of global value chains.

8. On the other hand, opportunities are presented by the current international context including the rapidly expanding demand for certain commodities in the emerging markets, particularly in Asian markets, growing demand mainly in OECD markets for most higher-value variants of many products, the trend towards production contracts for a range of commodities, and improved market access possibilities as a result of multilateral trade liberalisation.

9. The mission of the Common Fund for Commodities is to address the underlying causes of under-development of the commodity dependent countries including supply

capacity problems, difficulties with effective participation in value chains, lack of diversification of their production and export base and bring about structural transformation and to enable these countries and their populations to derive maximum benefits from the opportunities afforded to them by the emerging positive international economic environment. In this connection, the Third Five-Year Action Plan would make every effort to contribute towards the achievement of the poverty reduction targets and objectives of the Millennium Development Goals (MDGs). More specifically, the Fund will aim at achieving the following objectives in the Third Five Year Action Plan:

- to improve access to markets and reliability of supply for primary products and the processed products thereof;
- to introduce price and supply risk management schemes;
- to expand processing of primary products in developing countries with a view to promoting their industrialization and increasing their earnings through moving up the value addition chain including processing, packaging for the consumer markets;
- to improve the competitiveness of commodities and enhance the cost effectiveness of commodity production;
- to improve marketing chain including financing services, storage, distribution and transport systems;
- to improve market structures in the field of commodities of export interest to developing countries and to address market failures;
- to scale-up the impacts of improved production, processing and marketing techniques by disseminating them to the widest possible beneficiaries;
- to broaden the range of exportable commodities and their respective chains;
- to encourage the corporate social responsibility of multinational and national companies engaged in the commodity sectors; and
- to highlight the importance of commodities in economic development and the concerns of commodity producers.

10. The Fund will also take due regard of commodity related aspects of the Programme of Action for the Least Developed Countries adopted by the Third United Nations Conference on the Least Developed Countries in Brussels in May 2001 and of the Plan of Implementation agreed at the World Summit on Sustainable Development in Johannesburg in September 2002 as well as the Arusha Declaration and Programme of Action adopted by the African Union (AU) Conference of Ministers of Trade in November 2005 and the United Nations General Assembly (UNGA) Resolution 61/190 approved in December 2006.

C. Guidelines:

11. The Third Five-Year Action Plan will be guided by the following:

Commodity Focus: The Common Fund is uniquely positioned to operate with an exclusive commodity focus. This implies that the Fund supports:

1. projects which address issues related to commodity production, processing and trade which are commonly shared by all or a number of producing or consuming countries. The outcomes of such projects are, therefore, of relevance to a number of countries and can be extended to reach many beneficiaries. The Fund should ensure that technology, good practices and know-how obtained from projects are disseminated as widely as possible. The Fund's Communications strategy should aim at achieving this goal.

2. the projects after being endorsed by designated International Commodity Bodies (ICBs) concerned that should aim at promoting the commodity and as such be devoid of any action that would undermine the structural balance and the global economy of the commodity concerned.

Loans and Grants: The operations of the Fund may take the form of grants and loans or a combination of grants and loans to finance pilot demonstration projects. In order to recycle the financial resources of the Fund, loan financed projects should gradually be added to the grant financed project portfolio. The ratio of loan financed projects should be gradually increased and be guided by the specifics of the project and by its appropriateness for the beneficiaries.

The Role of the Fund: the Fund has been established to finance measures in the area of commodities aimed at improving the structural conditions in markets and at enhancing the long-term competitiveness and prospects of particular commodities. Such measures shall include applied research and development, productivity improvements, marketing and measures designed to assist, as a rule by means of joint financing or through technical assistance, vertical diversification. For this purpose the resources of the Second Account will be utilized. In addition, the First Account Net Earnings Programme established by the Governing Council (Decision 1(VII/1995)) uses funds specially made available for this Programme to finance commodity market development actions through projects designed to assist developing countries, and especially the Least Developed and Land Locked among them, to function effectively in a liberalized global economy. Due consideration will be given to countries with economies in transition. Such projects would focus on, *inter alia*: promoting physical market development; the enhancement of market infrastructure and support services to facilitate private sector initiatives; institution-strengthening including training at all levels; enhancement of commodity market risk management and commodity trade financing; and micro-policy advice on commodity market development. Furthermore, the Fund should continue to promote co-ordination and consultation with regard to commodity development measures and their financing with a view to providing a commodity focus. In this connection, the Fund should establish close working relationships and partnerships with international and regional financial institutions as well as with national private and public entities which are concerned with commodity development measures.

Project Ownership: The Fund would give due regard to the importance of selecting projects which are demand driven and which have been developed on a participatory bottom-up approach based on the interests and aspirations of commodity stakeholders. Such projects should give primary focus to the improvement of the livelihood of stakeholders and to the progressive alleviation of poverty. It is important for the Fund to ensure that member country governments are, at the minimum, aware of and/or involved in the identification and implementation of CFC funded projects. Ownership of projects by stakeholders and the concerned governments is a primary guarantee for sustainability and project impact. In this connection, the CFC National Co-ordination framework which had just been approved, should be gradually strengthened and become a catalyst towards the achievement of this objective. Executive Directors and their Alternates are invited to play an active role in liaising with the countries in their constituencies and to keep them informed of developments in the commodity field, particularly regarding the generation, implementation and assessment of projects in the CFC.

In order to improve capacities and support the efforts of national authorities in developing countries to effectively monitor and co-ordinate projects, the establishment by Governments of a national co-ordination mechanism is essential. This undertaking would be the responsibility of national Governments. In case developing countries, especially LDCs, need financial assistance, such assistance could be provided by the Common Fund, when required by national Governments, from the project co-ordination budget line of individual projects operating in a country. The financial support provided by CFC will not incur any additional cost on the project co-ordination budget line nor on CFC Administrative Budget. The Government of the country concerned will give appropriate guidance to the national co-ordinator in consultation with the CFC.

The Role of the ICBs: In this regard, the ICBs, in particular, provide essential expertise on the commodities within their mandate. The role of ICBs in the project cycle comprises initiation, endorsement and submission of project proposals and supervision of approved projects. The Common Fund should continue to adopt a proactive approach and closely co-operate with ICBs and encourage them to incorporate the chain management concept and poverty reduction goal in their Commodity Strategies. ICBs should make every effort to implement the programme of activities of their respective commodities in the FYAP in an efficient and effective manner.

The Role of Regional Economic Communities (RECs): In the context of CFC's multi-country approach, RECs have an important role to play in expanding economy of scale among cooperating regional communities. In this respect, the implementation of the FYAP gives importance to the role of RECs. The priorities of RECs, however, have to be coherent with the priorities of the respective ICBs in order to avoid duplication of project development and submission for financing by the CFC. The submission of projects by RECs should follow the standard procedure of sponsorship by the concerned ICB. In line with the policy of the Fund that member countries may submit project proposals including Fast Track proposals directly to the Managing Director who will get the ICBs duly involved in the appraisal process, the RECs may also submit project proposals likewise.

Programme Approach: The Fund should pursue the Programme Approach and determine time bound programme of operations for the forthcoming five years focusing on areas of intervention within which projects would be identified based on a narrow range of objectives designed to address supply chain improvement, diversification including value-addition, marketing and market development. In this respect, the role of ICBs and regional economic communities (RECs) as intermediaries in outreaching stakeholders and priority beneficiaries is critically important. The Fund would initiate a participatory programme of consultations with stakeholders with a view to discussing and identifying appropriate priority intervention areas in which context projects could be identified and developed.

The Programme Approach will have the advantage of sharpening project objectives on intervention areas and deepen the related activities for maximum impact. Furthermore, the support that CFC provides to specific commodities will be predictable and much more efficient in processing projects for approval. The Programme which has the period 2008 to 2012 in perspective as the Third Five Year Action Plan of the Common Fund for Commodities should be reviewed periodically with a view to updating it taking into account developments in the international economic environment.

Value chain approach: This is a valuable analytical tool that provides important insights in the determinants and dynamics of value distribution within a production-processing-marketing arrangement; and the identification of effective levers to influence trends and opportunities that lead to a more equitable distribution of value among chain players. The value chain concept should, therefore, become more widely adopted for pursuing commodity development and agricultural sector growth as well as in the context of strengthening the position of producers including Producer Organizations. The Fund should be guided by value chain analysis and aim at integrating commodity producers into the global value chain.

Supply Chain Collaboration: Partnerships and strategic alliances offer greater opportunities for commodity development. More sustainable commodity production and trade occurs when transparent processes are created involving a wide range of stakeholders such as governments, producers, private sector players and NGOs.

Beneficiary Focus and Impact: The Agreement Establishing the Common Fund for Commodities stipulates that due emphasis shall be given to the Least Developed Countries (LDCs) and to small producers-exporters and to the commodities of interest to these groups. The Fund's support should continue to give priority to the LDCs and the poorer strata of the population in other developing countries. Small-holders as well as small and medium sized enterprises involved in commodity production, processing and trade in LDCs, other developing countries and countries with economies in transition will also be accorded priority consideration. Least developed countries shall receive particular attention with regard to the location of projects as well.

CFC projects should aim at achieving measurable impact on incomes and livelihoods of its beneficiary groups. To this end, the Fund should ensure that projects are well designed to achieve this goal. Benchmark data should be included in the project proposals so that the impact of project activities on incomes and livelihoods would be duly assessed in project impact evaluations.

Sustainable Commodity Production: In the context of its commodity development activities, the Fund should encourage actions that provide greater positive or reduced negative social, environmental and economic impacts along the value chain. In this connection, 'best management practices' (BMPs) present an opportunity to limit adverse impacts of commodity production, allowing producers to maintain or improve their on-farm assets (e.g. soil, water, biodiversity), innovation (including optimized resource use efficiency, creation of marketable by-products, waste reduction, increases in skills and incomes), assuring market access and reducing risk of adverse relations with local stakeholders.

Project Selection: Project selection should be on the basis of criteria adopted by the Fund which include technical quality of design, expected impact, beneficiary focus, replicability, sustainability, cost effectiveness and manageability. Overly complicated projects, those with a large number of institutions involved or spanning over a large number of countries or spread over a wide area of objectives should be avoided. As far as possible multi country approach should be implemented in the context of RECs. Replication of project results and up-take of technology and good practices obtained from pilot projects should be pursued and optimized. Detailed selection criteria are laid down in the Project Manual of the Fund. The screening criteria and checklist of key indicators for project selection should be applied at all stages of project formulation and appraisal. The Common Fund will continue to concentrate on small to medium sized projects, with an indicative range of costs from US Dollars 1 to 3 million, and on projects which are suited for the absorptive capacity of LDCs.

Project Preparation Facility (PPF): In order to ensure that projects are developed by meeting all the CFC technical requirements and fall within the Programme of the commodity concerned, the Common Fund may, as required, get involved in the formulation of projects with the involvement of qualified consultants. The cost of project formulation by such experts may be covered by the Project Preparation Facility (PPF) and should be reimbursed to the PPF once the project is approved for financing. If ICBs are required by the Consultative Committee to upgrade a project proposal, the ICB concerned could be compensated for time spent on the project.

Management of Project Operations: The Fund should regularly review and improve the operational efficiency and effectiveness of the Fund. This involves both the internal operations management of the Fund's operations as well as the procedures and project management arrangements of the Project Executing Agencies (PEAs). It is particularly significant that the Fund should adopt a more proactive approach in managing the operations of the Fund with the Managing Director assuming his full responsibilities as the Chief Executive Officer of the Fund. This implies that operational decisions such as the change of PEAs, details of implementation and supervision arrangements should be decided by the Managing Director and need not await for the meetings of the Executive Board of the Fund to take decisions.

Monitoring and Evaluation of Projects: Projects should be regularly monitored by the Secretariat and the ICBs, as Supervisory Bodies, and progress assessed against the targets set. Two to three projects per year should also be evaluated *ex-post* in order to assess the impact, cost effectiveness, sustainability and replicability and to draw lessons from experiences gained. This will be in addition to mid-term or terminal evaluations which may be conducted on a case by case basis. The cost of these *ex-post* evaluations will be charged to the Second Account or the First Account Net Earnings Programme, respectively. Evaluation results shall be shared with stakeholders.

Information Dissemination: The Common Fund for Commodities will endeavour to promote coherence and complementarity with work being undertaken by other development organizations, Member Countries and other partners. In order to avoid duplication and maximize the full impact of its interventions, the Common Fund for Commodities will adopt a strategic and targeted approach to information dissemination. Furthermore, the dissemination of project results to all interested parties in Member Countries is an essential element of projects financed by the Common Fund. Consequently, the dissemination component of projects should be strengthened including the link with the private sector so as to promote up-take of technology and good practice emanating from CFC funded projects. Access to reliable information on markets and trends is an important factor which enables stakeholders to take informed decisions on their trade. The Fund should continue to facilitate access to such information to member countries and their commodity stakeholders. This should be done in collaboration with the ICBs, in partnership with private information providers and public development institutions with such databases. Efficient and effective means of communication should be used to the above effect.

Advocacy: As the only international organization exclusively concerned with commodity production and trade, the Common Fund for Commodities has a particular responsibility towards the plight of commodity dependent populations particularly the poorer strata of these populations. In this regard, the Fund is expected to play an important role in following-up and drawing the attention of the international community to the strategic role of commodities in the development of developing countries and particularly the least developed countries. It is incumbent upon the Fund to play an active role, in conjunction with the member countries, ICBs, RECs, concerned international organisations, NGOs, civil society and the private sector, to voice commodity related concerns in international fora and to identify measures and actions to transform the commodity sector into an engine for growth and poverty alleviation. An important aspect of the advocacy work is the Fund's collaboration with academia and institutions of excellence in conducting studies on current and important commodity issues and stimulate discussions and actions on these issues.

Co-operation and Partnerships: Building co-operation arrangements and strategic partnerships is the ideal means of multiplying effects of the Fund's activities and funding capacities. Particular emphasis should be given to partnership arrangements with, *inter alia,* the private sector, NGOs as well as national, regional and intergovernmental institutions. Given the limited physical outreach of the Fund itself, it would be important to build such co-operation and partnerships with those who are already in the field and who are also operating in the area of the Fund's competence.

CONTRIBUTION REQUEST FORM

This is to request payment of the below specified contribution.

Project Details

Name of project and/or operations	
Swedish Government Offices' Decision Number (according to the pledging letter)	
Requested Amount	**Currency**

Organisation Details

Name of Organisation	
Contact person	
E-mail	
Telephone number	**Fax number**
Postal address	**Postcode**
City	**Country**

Bank Details

Name of bank	
City	**Country**
Account name/holder	
Account number	
IBAN number (EU, Norway, Switzerland)	**SWIFT code** (BIC)
Bank code (ABA for USA)	**Currency of account**
Reference of the Recipient (to be quoted in the payment details)	

……………………..
Date

…………………………………………………
Signature of authorized person (Authorization according to enclosed document)

…………………………………………………
Name in block letters

……………………………………………..…………………………………………………
Department Organisation

REGERINGSKANSLIET

August 2010

Government Offices
Ministry for Foreign Affairs
Sweden

STANDARD CONDITIONS
for Contributions by the Government or the Government Offices of Sweden, Ministry for Foreign Affairs

1. FIELD OF APPLICATION

The Standard Conditions regulate the contributions granted by the Government or the Government Offices of Sweden, Ministry for Foreign Affairs, to international, inter-governmental, non-governmental and other organisations for their activities and/or operations.

The Donor is either the Government or the Government Offices of Sweden, Ministry for Foreign Affairs.

The Recipient is the organisation applying for or receiving the contribution.

2. BUDGET

The budget should contain the following main headings.

Revenues
- Contributions from the Donor
- Contributions from other donors
- Other contributions

Expenditures
- Salaries, taxes and other personnel costs
- Premises
- Travel
- Office costs
- Costs for audits
- Other costs

Contribution by the Recipient

Postal address
SE-103 39 Stockholm
SWEDEN

Telephone
+46 8 405 10 00

E-mail
registrator@foreign.ministry.se

Visitors' address
Fredsgatan 6

Fax
+46 8 723 11 76

3. REQUISITION AND DISBURSEMENT

The Recipient shall submit a requisition in accordance with the attached Contribution Request Form. The Contribution Request Form shall contain all relevant details, including the Recipient's reference, which will be quoted in the disbursement payment advice. The Donor shall disburse the contribution upon receipt of the Contribution Request Form, which shall be signed by a qualified representative of the Recipient.

If part of the contribution for the same purpose has already been disbursed, the Recipient shall submit a report to the Donor on that part of the project. The report must be received by the Donor prior to any new disbursement.

The Contribution Request Form shall be submitted in the same year as the Government/Government Offices Decision was taken, unless otherwise agreed. The Contribution Request Form shall be submitted within three months of the commencement of the activities at the latest. If the Contribution Request Form has not been submitted within the stipulated time, the Recipient's right to the contribution will cease.

The contribution shall only be used in connection with activities for which the Recipient has received approval, or in accordance with other agreements.

Contributions to be used over a period longer than twelve months shall be disbursed in installments, unless otherwise agreed. Other reasons may exist for which the Donor may choose to disburse the contribution in installments.

4. ACCRUED INTEREST

Any interest accrued on disbursements shall be used for the same purpose as the contribution. The financial report shall give details of any accrued interest. If a repayment shall be made, any accrued interest shall be included.

5. REPORTING

The Recipient shall submit activity reports and financial reports in accordance with the items below. The attached Guidelines for Reporting should be used.

5.1 Periods and time limits

Unless otherwise stipulated, the Recipient shall submit *partial reports* along with every new requisition for funds.
The *final reports* shall be submitted within three months of the finalisation of the activities. The Recipient shall also provide any reports the Donor requests. If satisfactory reports are not submitted, no further funds will be disbursed.

5.2 Activity report

The activity report shall give the Donor a basis for evaluation and for future decisions. It shall include the following:

- activities financed by the contribution; if the contribution only financed part of the activity, both the activity as a whole and the part for which the contribution was received shall be reported
- the actual results and goals achieved in relation to the results and goals outlined in the application or proposal; where these differ, reasons shall be given
- a presentation of any difficulties, shortcomings or deviations from agreed plans and a proposal for possible remedies
- a presentation of how the conclusions can or will be used in the future and any plans for further activities financed by contributions (in the final report only)

5.3 Financial report

The financial report shall present the total cost of the activities and explain how contributions from the Donor and other donors have been used. The Donor may visit, audit or evaluate the activities it finances. The Donor may request copies of the accounts and other supporting documents related to the contribution. The Recipient shall be able to give a separate report on the activities financed by the contribution.

The activities shall be considered in relation to the budget accepted by the Donor at the time of the decision. Any discrepancies shall be reported and explanation provided. A qualified representative of the Recipient shall sign the reports.

5.4 Audit report

An auditor shall verify the correctness of the information in the financial report. The observations of the auditor shall be given in a certificate.

6. OBLIGATION TO REPAY

Funds not used for financing the operations or activities shall be reported and repaid to the Donor. The repayment shall include any interest accrued on the disbursed amount and be made in connection with the final report.

The repayment shall be made to:
Name of bank: SEB
IBAN: SE92 5000 0000 0543 9100 3775
SWIFT: ESSESESS

The reference number of the Donor, which is the Government/Government Offices Decision number in the pledging letter, shall be included.

The Recipient shall repay the disbursed amount, wholly or in part, to the Donor in the following cases.

6.1 Funds not used within the prescribed period

Unused funds or funds which will not be used within the prescribed period shall be repaid. The Recipient may apply for an extension of the activity period in which to use the funds. The application shall be submitted as soon as the Recipient recognises that the activity period must be extended or before the end of the agreed period at the latest.

6.2 The Swedish part of the contribution becomes too large in proportion to other financing

When the Swedish contribution is only intended to cover part of the total cost of the activities, funds shall be repaid if the total cost decreases and the Swedish contribution consequently covers a larger share of the total cost than agreed. The repayment shall be in the amount necessary to restore the original proportion of the Swedish contribution, unless otherwise agreed.

6.3 The contribution has been used for purposes other than those agreed

If the contribution has been used for purposes other than those agreed, the Recipient shall repay the disbursed amount, wholly or in part, to the Donor.

6.4 The Recipient does not submit reports

If the Recipient does not submit reports in accordance with item 4, the Donor may require that the Recipient repay the disbursed amount, wholly or in part. This will not be required if the Recipient submits the reports within one month of receiving a reminder.

6.5 The Recipient submits incorrect information

If the Recipient, by submitting incorrect information, is granted a contribution based on this information, the Recipient shall repay the disbursed amount, wholly or in part. The same applies if incorrect information from the Recipient results in a contribution that is too large.

If the Recipient was aware, or should have been aware, that incorrect information was submitted, the Recipient shall repay the entire disbursed amount. This applies whether whole or part of the contribution has been used.

The obligation to repay can be waived, wholly or in part, if incorrect information has had an insignificant effect on the contribution.

If the Recipient was unaware of incorrect information being submitted, the obligation to repay only applies to unused funds. The obligation to repay does not apply to funds needed to cover future compulsory costs if the Recipient has agreed to these costs while unaware that the information was incorrect.

7. APPLICATION FOR POSTPONEMENT

The Recipient shall without reminder, comply with the repayment dates in the pledging letter and in the Standard Conditions.

If the Recipient has been asked to repay the contribution, wholly or in part, the repayment shall be made in accordance with the conditions laid down by the Donor.

If the Recipient is not able to repay within the stipulated period of time, the Donor can upon application, agree to a postponement. The Donor must receive the application for postponement by the due date of the repayment at the latest.

The Recipient may apply for a waiver of the repayment if the request for repayment is considered unjustified.

Attachments:
Contribution Request Form
Guidelines for Reporting

Signature of this document certifies that the Recipient accepts the Standard Conditions

……………………………………
Date

…………………………………………………………………………
Signature of authorized person
(authorization according to enclosed document)

…………………………………………………………………………
Name in block letters

…………………………………………………………………………
Department

…………………………………………………………………………
Organisation