

	<ul style="list-style-type: none"> Mixtures of plastic waste, consisting of polyethylene (PE), polypropylene (PP) and/or polyethylene terephthalate (PET), provided they are destined for separate recycling⁹ of each material and in an environmentally sound manner and almost free from contamination and other types of wastes.⁶
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2. *Also decides* to amend Annex VIII to the Basel Convention by inserting a new entry, A3210, as follows:

A3210¹⁰	Plastic waste, including mixtures of such waste, containing or contaminated with Annex I constituents, to an extent that it exhibits an Annex III characteristic (note the related entries Y48 in Annex II and on list B B3011).
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3. *Further decides* to amend the entry B3010 in Annex IX to the Basel Convention by adding a new footnote to the entry, as follows: “Entry B3010 is effective until 31 December 2020. Entry B3011 becomes effective as of 1 January 2021.”

4. *Decides* to amend Annex IX to the Basel Convention by inserting a new entry, B3011, as follows:

B3011¹¹	<p>Plastic waste (note the related entries Y48 in Annex II and on list A A3210):</p> <ul style="list-style-type: none"> Plastic waste listed below, provided it is destined for recycling⁵ in an environmentally sound manner and almost free from contamination and other types of wastes.⁶ <ul style="list-style-type: none"> Plastic waste almost exclusively⁷ consisting of one non-halogenated polymer, including but not limited to the following polymers: <ul style="list-style-type: none"> Polyethylene (PE) Polypropylene (PP) Polystyrene (PS) Acrylonitrile butadiene styrene (ABS) Polyethylene terephthalate (PET) Polycarbonates (PC) Polyethers Plastic waste almost exclusively⁷ consisting of one cured resin or condensation product, including but not limited to the following resins: <ul style="list-style-type: none"> Urea formaldehyde resins Phenol formaldehyde resins Melamine formaldehyde resins Epoxy resins Alkyd resins Plastic waste almost exclusively⁷ consisting of one of the following fluorinated polymers:⁸ <ul style="list-style-type: none"> Perfluoroethylene/propylene (FEP) Perfluoroalkoxy alkanes: <ul style="list-style-type: none"> Tetrafluoroethylene/perfluoroalkyl vinyl ether (PFA) Tetrafluoroethylene/perfluoromethyl vinyl ether (MFA) Polyvinylfluoride (PVF) Polyvinylidene fluoride (PVDF) Mixtures of plastic waste, consisting of polyethylene (PE), polypropylene (PP) and/or polyethylene terephthalate (PET), provided they are destined for separate recycling⁹ of each material and in an environmentally sound manner, and almost free from contamination and other types of wastes.⁶
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⁹ Recycling/reclamation of organic substances that are not used as solvents (R3 in Annex IV, sect. B), with prior sorting and, if needed, temporary storage limited to one instance, provided that it is followed by operation R3 and evidenced by contractual or relevant official documentation.

¹⁰ This entry becomes effective as of 1 January 2021.

¹¹ This entry becomes effective as of 1 January 2021. Entry B3010 is effective until 31 December 2020.

第 10/2022 號行政長官公告

Aviso do Chefe do Executivo n.º 10/2022

中華人民共和國於二零一五年七月三日就二零一四年七月十五日於巴西福塔雷薩簽署的《成立新開發銀行的協議》（下稱“《協議》”）向巴西政府交存批准書，並聲明《協議》適用於中華人民共和國澳門特別行政區；

Considerando que a República Popular da China efectuou, em 3 de Julho de 2015, junto do Governo do Brasil, o depósito do seu instrumento de ratificação do Acordo sobre o Novo Banco de Desenvolvimento (doravante designado por «Acordo»), assinado em Fortaleza, Brasil, em 15 de Julho de 2014, e declarou que o Acordo é aplicável à Região Administrativa Especial de Macau da República Popular da China;

巴西政府於二零一五年七月四日覆照確認。《協議》自二零一五年七月三日起對中華人民共和國生效，包括對澳門特別行政區生效；

基於此，行政長官根據第3/1999號法律《法規的公佈與格式》第五條（一）項和第六條第一款的規定，命令公佈《成立新開發銀行的協議》的英文正式文本和中文譯本。

二零二二年三月八日發佈。

行政長官 賀一誠

Considerando igualmente que o Governo do Brasil, por Nota de resposta datada de 4 de Julho de 2015, manifestou a sua confirmação. O Acordo entrou em vigor para a República Popular da China, incluindo a Região Administrativa Especial de Macau, a partir de 3 de Julho de 2015;

O Chefe do Executivo manda publicar, nos termos da alínea 1) do artigo 5.º e do n.º 1 do artigo 6.º da Lei n.º 3/1999 (Publicação e formulário dos diplomas), o Acordo sobre o Novo Banco de Desenvolvimento, no seu texto autêntico em língua inglesa, acompanhado da respectiva tradução para a língua chinesa.

Promulgado em 8 de Março de 2022.

O Chefe do Executivo, *Ho Iat Seng*.

Agreement on the New Development Bank

The Governments of the Federative Republic of Brazil, the Russian Federation, the Republic of India, the People's Republic of China and the Republic of South Africa, collectively the BRICS countries,

RECALLING the decision taken in the fourth BRICS Summit in New Delhi in 2012 and subsequently announced in the fifth BRICS Summit in Durban in 2013 to establish a development bank;

RECOGNIZING the work undertaken by the respective finance ministries;

CONVINCED that the establishment of such a Bank would reflect the close relations among the BRICS countries, while providing a powerful instrument for increasing their economic cooperation;

MINDFUL of a context where emerging market economies and developing countries continue to face significant financing constraints to address infrastructure gaps and sustainable development needs;

Have agreed on the establishment of the New Development Bank (NDB), hereinafter referred to as the Bank, which shall operate in accordance with the provisions of the annexed Articles of Agreement, that constitute an integral part of this Agreement.

Article 1

Purpose and Functions

The Bank shall mobilize resources for infrastructure and sustainable development projects in BRICS and other emerging economies and developing countries, complementing the existing efforts of multilateral and regional financial institutions for global growth and development.

To fulfill its purpose, the Bank shall support public or private projects through loans, guarantees, equity participation and other financial instruments. It shall also cooperate with international organizations and other financial entities, and provide technical assistance for projects to be supported by the Bank.

Article 2

Membership, Voting, Capital and Shares

The founding members of the Bank are the Federative Republic of Brazil, the Russian Federation, the Republic of India, the People's Republic of China and the Republic of South Africa.

The membership shall be open to members of the United Nations, in accordance with the provisions of the Articles of Agreement of the New Development Bank. It shall be open to borrowing and non-borrowing members.

The New Development Bank shall have an initial subscribed capital of US\$ 50 billion and an initial authorized capital of US\$ 100 billion. The initial subscribed capital shall be equally distributed amongst the founding members. The voting power of each member shall equal its subscribed shares in the capital stock of the Bank.

Article 3

Headquarters, Organization and Management

The Bank will have its Headquarters in Shanghai.

The Bank shall have a Board of Governors, a Board of Directors, a President and Vice-Presidents. The President of the Bank shall be elected from one of the founding members on a rotational basis, and there shall be at least one Vice President from each of the other founding members.

The operations of the Bank shall be conducted in accordance with sound banking principles.

Article 4

Entry into force

This Agreement with its Annex shall enter into force when the instruments of acceptance, ratification or approval have been deposited by all BRICS countries, in accordance with the provisions set forth in the Articles of Agreement of the New Development Bank.

Done in the city of Fortaleza, on the 15th of July of 2014, in a single original in the English language.

ANNEX

ARTICLES OF AGREEMENT OF THE NEW DEVELOPMENT BANK

The Governments of the Federative Republic of Brazil, the Russian Federation, the Republic of India, the People's Republic of China, and the Republic of South Africa (collectively the BRICS countries):

CONSIDERING the importance of closer economic cooperation among the BRICS countries;

RECOGNIZING the importance of providing resources for projects for the promotion of infrastructure and sustainable development in the BRICS countries and other emerging economies and developing countries;

CONVINCED of the necessity of creating a new international financial institution in order to intermediate resources for the above mentioned purposes;

DESIROUS to contribute to an international financial system conducive to economic and social development respectful of the global environment;

HAVE AGREED as follows:

Chapter I- Establishment, Purposes, Functions and Headquarters

Article 1 – Establishment

The New Development Bank (hereinafter "the Bank"), established by this Agreement, shall operate in accordance with the following provisions.

Article 2 – Purposes

The purpose of the Bank shall be to mobilize resources for infrastructure and sustainable development projects in BRICS and other emerging market economies and developing countries to complement the existing efforts of multilateral and regional financial institutions for global growth and development.

Article 3 – Functions

To fulfill its purpose, the Bank is authorized to exercise the following functions:

- (i) to utilize resources at its disposal to support infrastructure and sustainable development projects, public or private, in the BRICS and other emerging market economies and developing countries, through the provision of loans, guarantees, equity participation and other financial instruments;
- (ii) to cooperate as the Bank may deem appropriate, within its mandate, with international organizations, as well as national entities whether public or private, in particular with international financial institutions and national development banks;
- (iii) to provide technical assistance for the preparation and implementation of infrastructure and sustainable development projects to be supported by the Bank;
- (iv) to support infrastructure and sustainable development projects involving more than one country;
- (v) to establish, or be entrusted with the administration, of Special Funds which are designed to serve its purpose.

Article 4 – Headquarters

- a) The Bank has its headquarters in Shanghai.
- b) The Bank may establish offices necessary for the performance of its functions. The first regional office shall be in Johannesburg.

Chapter II- Membership, Voting, Capital and Shares

Article 5 – Membership

- a) The founding members of the Bank are the Federative Republic of Brazil, the Russian Federation, the Republic of India, the People's Republic of China, and the Republic of South Africa.
- b) Membership shall be open to members of the United Nations at such times and in accordance with such terms and conditions as the Bank shall determine by a special majority at the Board of Governors.
- c) Membership of the Bank shall be open to borrowing and non-borrowing members.
- d) The Bank may accept, as decided by the Board of Governors, International Financial Institutions as observers at the meetings of the Board of Governors. Countries interested in becoming members may also be invited as observers to these meetings.

Article 6 – Voting

- a) The voting power of each member shall be equal to the number of its subscribed shares in the capital stock of the Bank. In the event of any member failing to pay any part of the amount due in respect of its obligations in relation to paid-in shares under Article 7 of this Agreement, such member shall be unable, for so long as such failure continues, to exercise that percentage of its voting power which corresponds to the percentage which the amount due but unpaid bears to the total amount of paid-in shares subscribed to by that member in the capital stock of the Bank.
- b) Except as otherwise specifically provided for in this Agreement, all matters before the Bank shall be decided by a simple majority of the votes cast. Where provided for in this Agreement, a qualified majority shall be understood as an affirmative vote of two thirds of the total voting power of the members. Where provided for in this Agreement, a special majority shall be understood as an affirmative vote of four of the founding members concurrent with an affirmative vote of two thirds of the total voting power of the members.
- c) In voting in the Board of Governors, each governor shall be entitled to cast the votes of the member country which he represents.
- d) In voting in the Board of Directors each director shall be entitled to cast the number of votes that counted toward his election, which votes need not be cast as a unit.

Article 7 – Authorized and Subscribed Capital

- a) The initial authorized capital of the Bank shall be one hundred billion dollars (US\$100,000,000,000). The dollar wherever referred to in this Agreement shall be understood as being the official currency of payment of the United States of America.
- b) The initial authorized capital of the Bank shall be divided into 1,000,000 (one million) shares, having a par value of one hundred thousand dollars (US\$ 100,000) each, which shall be available for subscription only by members in accordance with the

provisions of this Agreement. The value of 1 (one) share, will also be the minimum amount to be subscribed for participation by a single country.

- c) The initial subscribed capital of the Bank shall be fifty billion dollars (US\$50,000,000,000). The subscribed capital stock shall be divided into paid-in shares and callable shares. Shares having an aggregate par value of ten billion dollars (US\$10,000,000,000) shall be paid-in shares, and shares having an aggregate par value of forty billion dollars (US\$40,000,000,000) shall be callable shares.
- d) An increase of the authorized and subscribed capital stock of the Bank, as well as the proportion between the paid in shares and the callable shares may be decided by the Board of Governors at such time and under such terms and conditions as it may deem advisable, by a special majority of the Board of Governors. In such case, each member shall have a reasonable opportunity to subscribe, under the conditions established in Article 8 and under such other conditions as the Board of Governors shall decide. No member, however, shall be obligated to subscribe to any part of such increased capital.
- e) The Board of Governors shall at intervals of not more than 5 (five) years review the capital stock of the Bank.

Article 8 – Subscription of Shares

- a) Each member shall subscribe to shares of the capital stock of the Bank. The number of shares to be initially subscribed by the founding members shall be those set forth in Attachment 1 of this Agreement, which specifies the obligation of each member as to both paid-in and callable capital. The number of shares to be initially subscribed by other members shall be determined by the Board of Governors by special majority on the occasion of the acceptance of their accession.
- b) Shares of stock initially subscribed by founding members shall be issued at par. Other shares shall be issued at par unless the Board of Governors decides in special circumstances to issue them on other terms.
- c) No increase in the subscription of any member to the capital stock shall become effective, and any right to subscribe thereto is hereby waived, which would have the effect of:
 - (i) reducing the voting power of the founding members below 55 (fifty-five) per cent of the total voting power;
 - (ii) increasing the voting power of the non-borrowing member countries above 20 (twenty) per cent of the total voting power;
 - (iii) increasing the voting power of a non-founding member country above 7 (seven) per cent of total voting power.
- d) The liability of the members on shares shall be limited to the unpaid portion of their issue price.
- e) No member shall be liable, by reason of its membership, for obligations of the Bank.
- f) Shares shall not be pledged nor encumbered in any manner. They shall be transferable only to the Bank.

Article 9 – Payment of Subscriptions

- a) On entry into force of this Agreement, payment of the amount initially subscribed by each founding member to the paid-in capital stock of the Bank shall be made in dollars in 7 (seven) installments as provided for in Attachment 2. The first installment shall be paid by each member within 6 (six) months after entry into force of this Agreement. The second installment shall become due 18 (eighteen) months from the entry into force of this Agreement. The remaining 5 (five) instalments shall each become due successively 1 (one) year from the date on which the preceding installment becomes due.
- b) The Board of Governors shall determine the dates for the payment of amounts subscribed by the members of the Bank to the paid-in capital stock to which the provisions of paragraph (a) of this article do not apply.
- c) Payment of the amounts subscribed to the callable capital stock of the Bank shall be subject to call only as and when required by the Bank to meet its obligations incurred on borrowing of funds for inclusion in its ordinary capital resources or guarantees chargeable to such resources. In the event of such calls, payment may be made at the option of the member concerned in convertible currency or in the currency required to discharge the obligation of the Bank for the purpose of which the call is made.
- d) Calls on unpaid subscriptions shall be uniform in percentage on all callable shares.

Chapter III- Organization and Management

Article 10 – Structure

The Bank shall have a Board of Governors, a Board of Directors, a President, Vice-Presidents as decided by the Board of Governors, and such other officers and staff as may be considered necessary.

Article 11 – Board of Governors: composition and powers

- a) All the powers of the Bank shall be vested in the Board of Governors consisting of one governor and one alternate appointed by each member in such manner as it may determine. Governors shall be at ministerial level, and may be replaced subject to the pleasure of the member appointing him. No alternate may vote except in the absence of his principal. The Board shall on an annual basis select one of the governors as chairperson.
- b) The Board of Governors may delegate to the Directors authority to exercise any powers of the Board, except the power to:
- (i) admit new members and determine the conditions of their admission;
 - (ii) increase or decrease the capital stock;
 - (iii) suspend a member;
 - (iv) amend this Agreement;
 - (v) decide appeals from interpretations of this agreement given by the Directors;
 - (vi) authorize the conclusion of general agreements for cooperation with other international organizations;
 - (vii) determine the distribution of the net income of the Bank;
 - (viii) decide to terminate the operations of the Bank and to distribute its assets;
 - (ix) decide on the number of additional Vice-Presidents;
 - (x) elect the President of the Bank;
 - (xi) approve a proposal by the Board of Directors to call capital;
 - (xii) approve the General Strategy of the Bank every 5 (five) years.
- c) The Board of Governors shall hold an annual meeting and such other meetings as may be provided for by the Board or called by the Directors. Meetings of the Board shall be called by the Directors whenever requested by members, the number of which shall be determined by the Board of Governors from time to time.
- d) A quorum for any meeting of the Board of Governors shall be a majority of the Governors, exercising not less than two thirds of the total voting power.
- e) The Board of Governors may by regulation establish a procedure whereby the Directors, when they deem such action to be in the best interests of the Bank, may obtain a vote of the Governors on a specific question without calling a meeting of the Board.
- f) The Board of Governors, and the Directors to the extent authorized, may adopt such rules and regulations as may be necessary or appropriate to conduct the business of the Bank.
- g) Governors and alternates shall serve as such without compensation from the Bank.
- h) The Board of Governors shall determine the salary and terms of the contract of service of the President.
- i) The Board of Governors shall retain full power to exercise authority over any matter delegated to the Board of Directors under paragraph (a) of Article 12.

Article 12 – Board of Directors

- (a) The Board of Directors shall be responsible for the conduct of the general operations of the Bank, and for this purpose, shall exercise all the powers delegated to them by the Board of Governors, and in particular:
- (i) in conformity with the general directions of the Board of Governors, take decisions concerning business strategies, country strategies, loans, guarantees, equity investments, borrowing by the Bank, setting basic operational procedures and charges, furnishing of technical assistance and other operations of the Bank;

- (ii) submit the accounts for each financial year for approval of the Board of Governors at each annual meeting; and
- (iii) approve the budget of the Bank.
- (b) Each of the founding members shall appoint 1 (one) Director and 1 (one) alternate. The Board of Governors shall establish by special majority the methodology by which additional Directors and alternates shall be elected, so that the total number of Directors shall be no more than 10 (ten).
- (c) Directors shall serve a term of 2 (two) years and may be re-elected. A Director shall continue in office until his successor has been chosen and qualified. Alternates shall have full power to act for the respective Director when he is not present.
- (d) The Board of Directors shall appoint a non-executive chairperson from among the Directors for a mandate of 4 (four) years. If the Director does not serve a full mandate or if he is not re-elected for a second term, the Director that replaces him will serve as chairperson for the remainder of the term.
- (e) The Board of Directors shall approve the basic organization of the Bank upon proposal by the President, including the number and general responsibilities of the chief administrative and professional positions of the staff.
- (f) The Board of Directors shall appoint a Credit and Investment Committee and may appoint such other committees as it deems advisable. Membership of such committees need not be limited to Governors, Directors, or alternates.
- (g) The Board of Directors shall function as a non-resident body, which will meet quarterly, unless the Board of Governors decides otherwise by a qualified majority. If the Board of Governors decides to make the Board of Directors a resident body, the President of the Bank will become henceforth the chairperson of the Board of Directors.
- (h) A quorum for any meeting of the Directors shall be a majority of the Directors, exercising not less than two-thirds of the total voting power.
- (i) A member of the Bank may send a representative to attend any meeting of the Board of Directors when a matter especially affecting that member is under consideration. Such right of representation shall be regulated by the Board of Governors.

Article 13 – President and Staff

- a) The Board of Governors shall elect a President from one of the founding members on a rotational basis, who shall not be a Governor or a Director or an alternate for either. The President shall be a member of the Board of Directors, but shall have no vote except a deciding vote in case of an equal division. The President may participate in meetings of the Board of Governors, but shall not vote at such meetings. Without prejudice to the mandate established in item (d) below, the President shall cease to hold office should the Board of Governors so decide by a special majority.
- b) The President shall be chief of the operating staff of the Bank and shall conduct, under the direction of the Directors, the ordinary business of the Bank, and in particular:
 - (i) being, on this, accountable to the Directors, the President shall be responsible for the organization, appointment and dismissal of the officers and staff, and recommendation of admission and dismissal of Vice Presidents to the Board of Governors;
 - (ii) the President shall head the credit and investment committee, composed also by the Vice-Presidents, that will be responsible for decisions on loans, guarantees, equity investments and technical assistance of no more than a limit amount to be established by the Board of Directors, provided that no objection is raised by any member of Board of Directors within 30 (thirty) days since such project is submitted to the Board.
- c) There shall be at least 1 (one) Vice-President from each founding member except the country represented by the President. Vice-Presidents shall be appointed by the Board of Governors on the recommendation of the President. Vice-Presidents shall exercise such authority and perform such functions in the administration of the Bank, as may be determined by the Board of Directors.
- d) The President and each Vice-President shall serve for a 5 (five) year term, non renewable, except for the first term of the first Vice-Presidents, whose mandate shall be for 6 (six) years.
- e) The Bank, its officers and employees shall not interfere in the political affairs of any member, nor shall they be influenced in their decisions by the political character of the member or members concerned. Only economic considerations shall be relevant to their decisions, and these considerations shall be weighed impartially in order to achieve the purpose and functions stated in Articles 2 and 3.
- f) The President, Vice-Presidents, officers and staff of the Bank, in the discharge of their offices, owe their duty entirely to the Bank and to no other authority. Each member of the Bank shall respect the international character of this duty and shall refrain from all attempts to influence any of them in the discharge of their duties.

Article 14- Publication of Reports and Provision of Information

- a) The Bank shall publish an annual report containing an audited statement of the accounts. It shall also transmit quarterly to the members a summary statement of the financial position and a profit-and-loss statement showing the results of its ordinary operations.
- b) The Bank may also publish such other reports as it deems desirable to carry out its purpose and functions.

Article 15- Transparency and Accountability

The Bank shall ensure that its proceedings are transparent and shall elaborate in its own Rules of Procedure specific provisions regarding access to its documents.

Chapter IV - Operations

Article 16 – Use of Resources

The resources and facilities of the Bank shall be used exclusively to implement the purpose and functions set forth respectively in Articles 2 and 3 of this Agreement.

Article 17 – Depositories

Each member shall designate its central bank as a depository in which the Bank may keep its holdings of such member's currency and other assets of the Bank. If a member has no central bank, it shall, in agreement with the Bank, designate another institution for such purpose.

Article 18 – Categories of Operations

- a) The operations of the Bank shall consist of ordinary operations and special operations. Ordinary operations shall be those financed from the ordinary capital resources of the Bank. Special operations shall be those financed from the Special Funds resources.
- b) The ordinary capital of the Bank shall include the following:
- (i) subscribed capital stock of the Bank, including both paid-in and callable shares, except such part thereof as may be set aside into one or more Special Funds;
 - (ii) funds raised by borrowings of the Bank by virtue of powers conferred by Chapter 5 of this Agreement, to which the commitment to calls provided for in item (c) of Article 9 is applicable;
 - (iii) funds received in repayment of loans or guarantees and proceeds from the disposal of equity investments made with the resources indicated in (i) and (ii) of this paragraph;
 - (iv) income derived from loans and equity investments made from the aforementioned funds or from guarantees to which the commitment to calls set forth in item (c) of Article 9 of this Agreement is applicable; and
 - (v) any other funds or income received by the Bank which do not form part of its Special Funds resources.
- c) The ordinary capital resources and the Special Funds resources of the Bank shall at all times and in all respects be held, used, committed, invested or otherwise disposed of entirely separate from each other. The financial statements of the Bank shall show the ordinary operations and special operations separately.
- d) The ordinary capital resources of the Bank shall, under no circumstances, be charged with, or used to discharge, losses or liabilities arising out of special operations or other activities for which Special Fund resources were originally used or committed.
- e) Expenses appertaining directly to ordinary operations shall be charged to the ordinary capital resources of the Bank. Expenses appertaining directly to the special operations shall be charged to Special Funds resources.

Article 19 – Methods of Operation

- a) The Bank may guarantee, participate in, make loans or support through any other financial instrument, public or private projects, including public-private partnerships, in any borrowing member country, as well as invest in the equity, underwrite the equity issue of securities, or facilitate the access of international capital markets of any business, industrial, agricultural or services enterprise with projects in the territories of borrowing member countries.

- b) The Bank may co-finance, guarantee or co-guarantee, together with international financial institutions, commercial banks or other suitable entities, projects within its mandate.
- c) The Bank may provide technical assistance for the preparation and implementation of projects to be supported by the Bank.
- d) The Board of Governors, by special majority, may approve a general policy under which the Bank is authorized to develop the operations described in the previous items of this article in relation to public or private projects in a non-member emerging economy or developing country, subject to the condition that it involves a material interest of a member, as defined by such policy.
- e) The Board of Directors, by special majority, may exceptionally approve a specific public or private project in a non-member emerging economy or developing country involving the operations described in the previous items of this article. Sovereign guaranteed operations in non-members will be priced in full consideration of the sovereign risks involved, given the risk mitigators offered, and any other conditions established as the Board of Directors may decide.

Article 20 – Limitations on Operations

- a) The total amount outstanding in respect of the ordinary operations of the Bank shall not at any time exceed the total amount of its unimpaired subscribed capital, reserves and surplus included in its ordinary capital resources.
- b) The total amount outstanding in respect of the special operations of the Bank relating to any Special Fund shall not at any time exceed the total amount prescribed in the regulations of that Special Fund.
- c) The Bank shall seek to maintain reasonable diversification in its investments in equity capital. It shall not assume responsibility for managing any entity or enterprise in which it has an investment, except where necessary to safeguard its investments.

Article 21 – Operational Principles

The operations of the Bank shall be conducted in accordance with the following principles:

- (i) the Bank shall apply sound banking principles to all its operations, ensure adequate remuneration and have in due regard the risks involved;
- (ii) the Bank shall not finance any undertaking in the territory of a member if that member objects to such financing;
- (iii) in preparing any country program or strategy, financing any project or by making designation or reference to a particular territory, or geographic area in its documents, the Bank will not deem to have intended to make any judgment as to the legal or other status of any territory or area;
- (iv) the Bank shall not allow a disproportionate amount of its resources to be used for the benefit of any member. The Bank shall seek to maintain reasonable diversification in all of its investments;
- (v) the Bank shall place no restriction upon the procurement of goods and services from any country member from the proceeds of any loan, investment or other financing undertaken in the ordinary or special operations of the Banks, and shall, in all appropriate cases, make its loans and other operations conditional on invitations to all member countries to tender being arranged;
- (vi) the proceeds of any loan, investment or other financing undertaken in the ordinary operations of the Bank or with Special Funds established by the Bank shall be used only for procurement in member countries of goods and services produced in member countries, except in any case in which the Board of Directors determines to permit procurement in a non-member country of goods and services produced in a non-member country in special circumstances making such procurement appropriate;
- (vii) the Bank shall take the necessary measures to ensure that the proceeds of any loan made, guaranteed or participated in by the Bank, or any equity investment, are used only for the purposes for which the loan or the equity investment was granted and with due attention to considerations of economy and efficiency.

Article 22 – Terms and Conditions

- a) In the case of loans made, participated in, or guaranteed by the Bank and equity investments, the contract shall establish the terms and conditions for the loan, guarantee or equity investment concerned in accordance with the policies established by the Board of Directors, including, as the case may be, those relating to payment of principal, interest and other fees, charges, commissions, maturities, currency and dates of payment in respect of the loan, guarantee or equity investment, in accordance with the policies of the Bank. In setting such policies, the Board of Directors shall take fully into account the need to safeguard its income.
- b) In underwriting the sale of securities, the Bank shall charge fees under the terms and conditions established in the policies of the Bank.

Article 23 – Special Funds

- a) The establishment and administration of Special Funds by the Bank shall be approved by the Board of Governors by a qualified majority and shall follow the purposes set forth in Article 2 of this Agreement.
- b) Except when the Board of Governors specifies otherwise, the Special Funds shall be accountable and its operations subjected to the Board of Directors.
- c) The Bank may adopt such special rules and regulations as may be required for the establishment, administration and use of each Special Fund.

Article 24 – Provision of Currencies

The Bank in its operations may provide financing in the local currency of the country in which the operation takes place, provided that adequate policies are put in place to avoid significant currency mismatch.

Article 25 – Methods of Meeting the Losses of the Bank

- a) In cases of default on loans made, participated in or guaranteed by the Bank in its ordinary operations, the Bank shall take, firstly, all necessary actions as it deems appropriate in order to recover the loans made and, secondly, it may modify the terms of the loans, other than the currency of repayment.
- b) Losses arising in the Bank's ordinary operation shall be charged:
 - (i) first, to the provisions of the Bank;
 - (ii) second, to net income;
 - (iii) third, against the special reserve;
 - (iv) fourth, against the general reserve and surpluses;
 - (v) fifth, against the unimpaired paid-in capital, and
 - (vi) last, against an appropriate amount of the uncalled subscribed callable capital which shall be called in accordance with the provisions of paragraphs (c) and (d) of Article 9 of these Articles of Agreement.
- c) In deploying its efforts for credit recovery in case of default, the Bank shall seek the assistance of the authorities of the country where the operation takes place.

Chapter V - Borrowing and other Additional Powers

Article 26– General Powers

In addition to the powers specified elsewhere in this Agreement, the Bank shall have the power to:

- (a) borrow funds in member countries or elsewhere, and in this connection to furnish such collateral or other security therefore as the Bank shall determine, provided always that:
 - (i) before making a sale of its obligations in the territory of a member country, the Bank shall have obtained its approval;
 - (ii) where the obligations of the Bank are to be denominated in the currency of a member, the bank shall have obtained its approval;
 - (iii) the Bank shall obtain the approval of the countries referred to in sub-paragraphs (i) and (ii) of this paragraph that the proceeds may be exchanged without restriction for other currencies; and
 - (iv) before determining to sell its obligations in a particular country, the Bank shall consider the amount of previous borrowing, if any, in that country, the amount of previous borrowing in other countries, and the possible availability of funds in such other countries; and shall give due regard to the general principle that its borrowings should to the greatest extent possible be diversified as to country of borrowing.
- (b) buy and sell securities the Bank has issued or guaranteed or in which it has invested, provided always that it shall have obtained the approval of any country in whose territory the securities are to be bought or sold;
- (c) guarantee securities in which it has invested in order to facilitate their sale;

- (d) underwrite, or participate in the underwriting of, securities issued by any entity or enterprise for purposes consistent with the purpose of the Bank;
- (e) invest funds, not needed in its operations, in such obligations as it may determine, and invest funds held by the Bank for pensions or similar purposes in marketable securities. In doing so, the Bank shall give due consideration to invest such funds in the territories of members in obligations of members or nationals thereof;
- (f) exercise such other powers and establish such rules and regulations as may be necessary or appropriate in furtherance of its purpose and functions, consistent with the provisions of this Agreement.

Article 27 – Notice to be placed on Securities

Every security issued or guaranteed by the Bank shall bear on its face a conspicuous statement to the effect that it is not an obligation of any Government, unless it is in fact the obligation of a particular Government, in which case it shall so state.

Chapter VI - Status, Immunities and Privileges

Article 28– Purpose of the Chapter

To enable the Bank effectively to fulfill its purpose and carry out the functions entrusted to it, the status, immunities, exemptions and privileges set forth in this Chapter shall be accorded to the Bank in the territory of each member.

Article 29– Status

- a) The Bank shall possess full international personality.
- b) In the territory of each member the Bank shall possess full juridical personality and, in particular, full capacity to:
- (i) contract;
 - (ii) acquire and dispose of immovable and movable property; and
 - (iii) institute legal proceedings

Article 30 – Position of the Bank with Regard to Judicial Process

- a) The Bank shall enjoy immunity from every form of legal process, except in cases arising out of or in connection with the exercise of its powers to borrow money, to guarantee obligations, or to buy and sell or underwrite the sale of securities, in which cases actions may be brought against the Bank in a court of competent jurisdiction in the territory of a country in which the Bank has its headquarters or offices, or has appointed an agent for the purpose of accepting service or notice of process, or has issued or guaranteed securities.
- b) Notwithstanding the provisions of paragraph (a) of this Article, no action shall be brought against the Bank by any member, or by any agency or instrumentality of a member, or by any entity or person directly or indirectly acting for or deriving claims from a member or from any agency or instrumentality of a member. Members shall have recourse to such special procedures for the settlement of controversies between the Bank and its members as may be prescribed in this Agreement, in the by-laws and regulations of the Bank, or in contracts entered into with the Bank.
- c) Property and assets of the Bank shall, wheresoever located and by whomsoever held, be immune from all forms of seizure, attachment or execution before the delivery of final judgment against the Bank.

Article 31 – Freedom and Immunity of Assets and Archives

- a) Property and assets of the Bank, wherever located and by whomsoever held, shall be immune from search, requisition, confiscation, expropriation or any other form of taking or foreclosure by executive or legislative action.
- b) The archives of the Bank and, in general, all documents belonging to it or held by it, shall be inviolable, wherever located.
- c) To the extent necessary to carry out the purpose and functions of the Bank and subject to the provisions of this Agreement, all property and other assets of the Bank shall be exempt from restrictions, regulations, controls and moratoria of any nature.

Article 32 – Privilege for Communications

The official communications of the Bank shall be accorded by each member the same treatment that it accords to the official communications of other members.

Article 33 – Personal Immunities and Privileges

All Governors, Directors, alternates, officers, and employees of the Bank shall have the following privileges and immunities:

(i) immunity from legal process with respect to acts performed by them in their official capacity, except when the Bank waives this immunity;

(ii) when not local nationals, the same immunities from immigration restrictions, alien registration requirements and national service obligations and the same facilities as regards exchange provisions as are accorded by members to the representatives, officials, and employees of comparable rank of other members;

(iii) the same privileges in respect of traveling facilities as are accorded by members to representatives, officials, and employees of comparable rank of other members.

Article 34 – Exemption from Taxation

a) The Bank, its property, other assets, income, transfers and the operations and transactions it carries out pursuant to this Agreement, shall be immune from all taxation, from all restrictions and from all customs duties. The Bank shall also be immune from any obligation relating to the payment, withholding or collection of any tax, or duty.

b) No tax shall be levied on or in respect of salaries and emoluments paid by the Bank to Directors, alternates, officers or employees of the Bank, including experts performing missions for the Bank, except where a member, notwithstanding Article 48(d), deposits with its instrument of ratification, acceptance, approval or accession a declaration that such member retains for itself and its political subdivisions the right to tax salaries and emoluments paid by the Bank to citizens or nationals of such member.

c) No tax of any kind shall be levied on any obligation or security issued by the Bank, including any dividend or interest thereon, by whomsoever held:

(i) which discriminates against such obligation or security solely because it is issued by the Bank; or

(ii) 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 Bank.

d) No tax of any kind shall be levied on any obligation or security guaranteed by the Bank, including any dividend or interest thereon, by whomsoever held:

i) which discriminates against such obligation or security solely because it is guaranteed by the Bank; or

ii) if the sole jurisdictional basis for such taxation is the location of any office or place of business maintained by the Bank.

Article 35 – Implementation

Each member, in accordance with its juridical system, shall promptly take such action as is necessary to make effective in its own territory the provisions set forth in the Chapter and shall inform the Bank of the action which it has taken on the matter.

Article 36 – Waiver of Immunities, Privileges and Exemptions

The immunities, privileges and exemptions conferred under this Chapter are granted in the interest of the Bank. The Board of Directors may waive to such extent and upon such conditions as it may determine any of the immunities, privileges and exemptions conferred under this Chapter in cases where such action would, in its opinion, be appropriate in the best interests of the Bank. The President shall have the right and the duty to waive any immunity, privilege or exemption in respect of any officer, employee or expert of the Bank, other than the President and each Vice-President, where, in his or her opinion, the immunity, privilege or exemption would impede the course of justice and can be waived without prejudice to the interests of the Bank. In similar circumstances and under the same conditions, the Board of Directors shall have the right and the duty to waive any immunity, privilege or exemption in respect of the President and each Vice-President.

Chapter VII - Withdrawal and Suspension of Members, Temporary Suspension and Termination of Operations of the Bank

Article 37– Withdrawal

- a) Any member may withdraw from the Bank by delivering to the Bank at its headquarters written notice of its intention to do so. Such withdrawal shall become finally effective, and the membership shall cease, on the date specified in the notice but in no event less than 6 (six) months after the notice is delivered to the Bank. However, at any time before the withdrawal becomes finally effective, the member may notify the Bank in writing of the cancellation of its notice of intention to withdraw.
- b) After withdrawing, a member shall remain liable for all direct and contingent obligations to the Bank to which it was subject at the date of delivery of the withdrawal notice, including those specified in Article 39. However, if the withdrawal becomes finally effective, the member shall not incur any liability for obligations resulting from operations of the Bank effected after the date on which the withdrawal notice was received by the Bank.
- c) Upon receipt of a notice of withdrawal, the Board of Governors shall adopt procedures for settlement of accounts with the withdrawing Member country, no later than the date upon which the withdrawal becomes effective.

Article 38 – Suspension of Membership

- a) If a member fails to fulfill any of its obligations to the Bank, the Bank may suspend its membership by decision of the Board of Governors by special majority.
- b) The member so suspended shall automatically cease to be a member of the Bank 1 (one) year from the date of its suspension unless the Board of Governors decides by the same majority to terminate the suspension.
- c) While under suspension, a member shall not be entitled to exercise any rights under this Agreement, except the right of withdrawal, but shall remain subject to all its obligations.
- d) The Board of Governors shall adopt regulations as may be necessary for the implementation of this article.

Article 39 – Settlement of Accounts

- a) After a country ceases to be a member, it no longer shall share in the profits or losses of the Bank, nor shall it incur any liability with respect to loans and guarantees entered into by the Bank thereafter. However, it shall remain liable for all amounts it owes the Bank and for its contingent liabilities to the Bank so long as any part of the loans or guarantees contracted by the Bank before the date on which the country ceased to be a member remains outstanding.
- b) When a country ceases to be a member, the Bank shall arrange for the repurchase of such country's capital stock as a part of the settlement of accounts pursuant to the provisions of this Article; but the country shall have no other rights under this Agreement except as provided in this Article and in Article 46.
- c) The Bank and the country ceasing to be a member may agree on the repurchase of the capital stock on such terms as are deemed appropriate in the circumstances, without regard to the provisions of the following paragraph. Such agreement may provide, among other things, for a final settlement of all obligations of the country to the Bank.
- d) If the agreement referred to in the preceding paragraph has not been consummated within 6 (six) months after the country ceases to be a member or such other time as the Bank and such country may agree upon, the repurchase price of such country's capital stock shall be its book value, according to the books of the Bank, on the date when the country ceased to be a member. Such repurchase shall be subject to the following conditions:
- (i) the payment may be made in such installments, at such times and in such available currencies as the Bank determines, taking into account the financial position of the Bank;
- (ii) any amount which the Bank owes the country for the repurchase of its capital stock shall be withheld to the extent that the country or any of its subdivisions or agencies remains liable to the Bank as a result of loan or guarantee operations. The amount withheld may, at the option of the Bank, be applied on any such liability as it matures. However, no amount shall be withheld on account of the country's contingent liability for future calls on its subscription pursuant to Article 9(c);
- (iii) if the Bank sustains net losses on any loans or participations, or as a result of any guarantees, outstanding on the date the country ceased to be a member, and the amount of such losses exceeds the amount of the reserves provided therefore on such

date, such country shall repay on demand the amount by which the repurchase price of its shares would have been reduced, if the losses had been taken into account when the book value of the shares, according to the books of the Bank, was determined. In addition, the former member shall remain liable on any call pursuant to Article 9(c), to the extent that it would have been required to respond if the impairment of capital had occurred and the call had been made at the time the repurchase price of its shares had been determined.

e) In no event shall any amount due to a country for its shares under this section be paid until 12 (twelve) months after the date upon which the country ceases to be a member. If within that period the Bank terminates operations, all rights of such country shall be determined by the provisions of Articles 41 to 43, and such country shall be considered still a member of the Bank for the purposes of such articles except that it shall have no voting rights.

Article 40 – Temporary Suspension of Operations

In an emergency, the Board of Directors may suspend temporarily operations in respect of new loans, guarantees, underwriting, technical assistance and equity investments pending an opportunity for further consideration and action by the Board of Governors.

Article 41 – Termination of Operations

The Bank may terminate its operations as decided by the Board of Governors by special majority. Upon such termination of operations the Bank shall forthwith cease all activities, except those incidents to the orderly realization, conservation and preservation of its assets and settlement of its obligations.

Article 42 – Liability of Members and Payment of Claims

- a) The liability of all members arising from the subscriptions to the capital stock of the Bank and in respect to the depreciation of their currencies shall continue until all direct and contingent obligations shall have been discharged.
- b) All creditors holding direct claims shall be paid out of the assets of the Bank and then out of payments to the Bank on unpaid or callable subscriptions. Before making any payments to creditors holding direct claims, the Board of Directors shall make such arrangements as are necessary, in its judgment, to ensure a pro rata distribution among holders of direct and contingent claims.

Article 43 – Distribution of Assets

- a) No distribution of assets shall be made to members on account of their subscriptions to the capital stock of the Bank until all liabilities to creditors chargeable to such capital stock shall have been discharged or provided for. Moreover, such distribution must be approved by a decision of the Board of Governors by special majority.
- b) Any distribution of the assets of the Bank to the members shall be in proportion to capital stock held by each member and shall be effected at such times and under such conditions, as the Bank shall deem fair and equitable. The shares of assets distributed need not be uniform as to type of assets. No member shall be entitled to receive its share in such a distribution of assets until it has settled all of its obligations to the Bank.
- c) Any member receiving assets distributed pursuant to this article shall enjoy the same rights with respect to such assets as the Bank enjoyed prior to their distribution.

Chapter VIII - Amendments, Interpretation and Arbitration

Article 44 – Amendments

- a) This Agreement may be amended only by decision of the Board of Governors by special majority.
- b) Any proposal to introduce modifications in this Agreement, whether emanating from a member, a Governor or the Board of Directors, shall be communicated to the chairperson of the Board of Governors who shall bring the proposal before the Board. If the proposed amendment is approved by the Board, the Bank shall ask all members whether they accept the proposed amendment. When the amendment is accepted, ratified or approved by 2/3 (two thirds) of the members, the Bank shall certify the fact by formal communication addressed to all members.
- c) The amendments shall enter into force for all members 3 (three) months after the date of the formal communication provided for in paragraph (b) of this article, unless the Board of Governors specify a different period.

Article 45 – Interpretation

- a) Any question of interpretation of the provisions of this Agreement arising between any member and the Bank or between any members of the Bank shall be submitted to the Board of Directors for decision.
- b) Members especially affected by the question under consideration shall be entitled to direct representation before the Board of Directors as provided in Article 12(i).
- c) In any case where the Board of Directors has given a decision under (a) above, any member may require that the question be submitted to the Board of Governors, whose decision shall be final. Pending the decision of the Board of Governors, the Bank may, so far as it deems it necessary, act on the basis of the decision of the Board of Directors.

Article 46 – Arbitration

- a) If a disagreement should arise between the Bank and a country which has ceased to be a member, or between the Bank and any member after adoption of a decision to terminate the operation of the Bank, such disagreement shall be submitted to arbitration by a tribunal of 3 (three) arbitrators. One of the arbitrators shall be appointed by the Bank, another by the country concerned, and the third, unless the parties otherwise agree, by an authority as may be approved by the Board of Governors. If all efforts to reach a unanimous agreement fail, decisions shall be made by a majority vote of the 3 (three) arbitrators.
- b) The third arbitrator shall be empowered to settle all questions of procedure in any case where the parties are in disagreement with respect thereto.
- c) Any disagreement concerning a contract between the Bank and a borrowing country shall be settled according to the respective contract.

Article 47 – Approval deemed given

Whenever the approval of any member is required before any act may be done by the Bank, approval shall be deemed to have been given unless the member presents an objection within such reasonable period as the Bank may fix in notifying the member of the proposed act.

Chapter IX – Final Provisions

Article 48 – Acceptance

- a) Each signatory country shall deposit with the government of the Federative Republic of Brazil an instrument setting forth that it has accepted, ratified or approved this Agreement in accordance with its own laws.
- b) The Government of the Federative Republic of Brazil shall send certified copies of this Agreement to the signatories and duly notify them of each deposit of the instrument of acceptance, ratification or approval made pursuant to the foregoing paragraph, as well as the date thereof.
- c) After the date on which the Bank commences operations, the Government of the Federative Republic of Brazil may receive the instrument of accession to this Agreement from any country whose membership has been approved in accordance with Article 5(b).
- d) The acceptance, ratification or approval of the Agreement, or the accession thereto, shall not contain any objection or reservation.

Article 49 – Entry into Force

- a) This Agreement shall enter into force when instruments of acceptance, ratification or approval have been deposited, in accordance with Article 48 by all BRICS countries.
- b) BRICS countries whose instruments of acceptance, ratification or approval were deposited prior to the date on which the Agreement entered into force shall become members on the date it enters into force. Other countries shall become members on the dates on which their instruments of accession are deposited.

Article 50 – Commencement of Operations

The chair of the BRICS countries shall call the first meeting of the Board of Governors as soon as this Agreement enters into force under Article 49 of this Chapter, in order to take the necessary decisions for the initial operation of the Bank.

ATTACHMENT 1

Shares of Initial Subscribed Capital Stock of Founding Members

Each founding member shall initially subscribe 100,000 (one hundred thousand) shares, in a total of ten billion dollars (US\$10,000,000,000), of which 20,000 (twenty thousand) shares correspond to paid in capital, in a total of two billion dollars (US\$2,000,000,000) and 80,000 (eighty thousand) shares correspond to callable capital, in a total of eight billion dollars (US\$8,000,000,000).

ATTACHMENT 2

Payment of Initial Subscriptions to the Paid in Capital by the Founding Members

Installment	Paid in capital per country in million dollars
1	150
2	250
3	300
4	300
5	300
6	350
7	350

成立新開發銀行的協議

巴西聯邦共和國、俄羅斯聯邦、印度共和國、中華人民共和國和南非共和國（統稱為“金磚國家”）政府，

根據在 2012 年新德里金磚國家領導人第四次會晤期間作出，並隨後在 2013 年德班金磚國家領導人第五次會晤期間宣布的關於建立開發銀行的決定；

認可各國財政部業已開展的工作；

相信建立該開發銀行將反映金磚國家之間的緊密關係，並為促進金磚國家經濟合作提供有力手段；

注意到新興市場國家和發展中國家在推動基礎設施建設和可持續發展方面仍面臨重大融資約束；

同意建立新開發銀行（NDB），以下簡稱銀行，並將按照所附協定條款經營業務。該協定構成本協議不可分割的一部分。

第 1 條

宗旨和職能

銀行應為金磚國家及其他新興經濟體和發展中國家的基礎設施建設和可持續發展項目動員資源，作為現有多邊和區域金融機構的補充，促進全球增長與發展。

為履行其宗旨，銀行應通過貸款、擔保、股權投資和其他金融工具為公共或者私人項目提供支持。銀行還應與國際組織和其他金融實體開展合作，並為銀行支持的項目提供技術援助。

第 2 條

成員資格、投票、資本和股份

銀行的創始成員為巴西聯邦共和國、俄羅斯聯邦、印度共和國、中華人民共和國和南非共和國。

根據新開發銀行協定條款的規定，銀行的成員資格應向聯合國成員開放，並對借款成員和非借款成員開放。

新開發銀行的初始認繳資本為 500 億美元，初始法定資本為 1000 億美元。初始認繳資本應在創始成員間平均分配。各成員的投票權應等於其在銀行股本中的認繳股份。

第 3 條

總部、組織結構與管理層

銀行總部位於上海市。

銀行應設一個理事會、一個董事會、一名行長和數名副行長。銀行行長應從創始成員國中選舉產生並輪流擔任，應從其他創始成員國中分別產生至少一名副行長。

銀行運營應遵循良好的銀行業準則。

第 4 條

生效

本協議及其附件將在全體金磚國家根據新開發銀行協定規定遞交接受、批准或核准文書後生效。

2014 年 7 月 15 日簽訂於巴西福塔萊薩市，以英文文本為唯一正本。

巴西聯邦共和國政府代表
財政部長曼特加

俄羅斯聯邦政府代表
財政部長西盧阿諾夫

(簽字)

印度共和國政府代表

工商國務部長希塔拉曼

(簽字)

南非共和國政府代表

財政部長內內

(簽字)

(簽字)

中華人民共和國政府代表

財政部長樓繼偉

(簽字)

關於新開發銀行的協定

巴西聯邦共和國、俄羅斯聯邦、印度共和國、中華人民共和國和南非共和國（統稱為“金磚國家”）政府，

考慮到金磚國家開展加強經濟合作的重要意義；

認識到為推動金磚國家及其他新興經濟體和發展中國家的基礎設施建設和可持續發展項目提供資源的重要性；

相信有必要為實現上述宗旨而建立一個新的國際金融機構以協調資源；

願在尊重全球環境的情況下為建設有利於經濟和社會發展的國際金融體系做出貢獻，

謹此達成協定如下：

第一章 成立、宗旨、職能和總部

第 1 條 成立

按照本協定建立的新開發銀行（以下簡稱“銀行”）應根據下列條款經營業務。

第 2 條 宗旨

銀行的宗旨是為金磚國家及其他新興經濟體和發展中國家的基礎設施建設和可持續發展項目動員資源，作為現有多邊和區域金融機構的補充，促進全球增長與發展。

第 3 條 職能

為履行其宗旨，銀行有權行使下列職能：

（i）利用其支配的資源，通過提供貸款、擔保、股權投資以及其他金融工具，支持金磚國家及其他新興經濟體和發展中國家的公共或私人部門的基礎設施建設和可持續發展項目；

（ii）在銀行認為合適的情況下，在其職能範圍內與國際組織以及國內的公共或私人實體，特別是國際金融機構和國家開發銀行，進行合作；

（iii）為銀行支持的基礎設施建設和可持續發展項目的準備和實施提供技術援助；

（iv）支持涉及一個以上國家參與的基礎設施和可持續發展項目；

（v）設立或受委託管理符合銀行宗旨的特別基金。

第 4 條 總部

a) 銀行總部位於上海市。

b) 銀行可為履行其職能設立必要的辦公機構。首個區域辦公室設在約翰內斯堡。

第二章 成員、投票、資本和股份

第 5 條 成員

a) 銀行的創始成員為巴西聯邦共和國、俄羅斯聯邦、印度共和國、中華人民共和國和南非共和國。

b) 銀行的成員資格應向聯合國成員開放，其加入的時間和條件應由銀行理事會以特別多數確定。

c) 銀行成員資格應向借款成員和非借款成員開放。

d) 銀行可以根據理事會的決定，接受國際金融機構作為理事會會議觀察員。有意成為銀行成員的國家也可應邀以觀察員身份出席上述會議。

第 6 條 投票

a) 各成員的投票權應等於其在銀行股本中的認繳股份。如果任何成員未能履行本協定第 7 條規定的實繳股本繳付義務，則該成員在未繳付期間內，不得行使其在銀行認繳的實繳股本總額中應付但未付部分金額所對應的投票權。

b) 除本協定另有規定外，銀行的所有事務均應以簡單多數同意方式投票決定。本協定中規定的“有效多數”為成員總投票權的三分之二贊成票。本協定中規定的“特別多數”為創始成員中的四名成員贊成且佔成員總投票權的三分之二贊成票。

c) 理事會投票時，每名理事有權按照其所代表成員的全部票數投票。

d) 在董事會投票時，每名董事有權按其當選時所代表的全部票數投票，每名董事可投的票數可不作為一個單位投票。

第 7 條 法定資本和認繳資本

a) 銀行的初始法定資本總額為一千億美元（US\$100,000,000,000）。本協定所指美元均為美利堅合眾國的官方支付貨幣。

b) 銀行的初始法定資本分為 1,000,000（一百萬）股，每股面值為十萬美元（US\$100,000），並只能由成員根據本協定的規定進行認購。一國加入成員時認購的最小數量應為 1（一）股。

c) 銀行的初始認繳資本應為五百億美元（US\$50,000,000,000）。認繳資本應分為實繳股本和待繳股本。實繳股本的總面值應為一百億美元（US\$10,000,000,000），待繳股本的總面值應為四百億美元（US\$40,000,000,000）。

d) 提高銀行法定資本和認繳資本規模，以及調整實繳股本和待繳股本的比例可由理事會在其認為適當的時間和條件下以特別多數的方式作出決定。在該情形下，根據第 8 條規定的條件以及理事會決定的其他條件，每個成員均應享有合理的認購機會。但是，任何成員均無必須認購新增股本的任何義務。

e) 理事會應每隔不超過 5（五）年對銀行股本進行審查。

第 8 條 股份的認購

a) 每個成員應認購銀行股本的股份。本協定附件 1 規定了創始成員首次認購的股份數量，明確了每個成員的實繳和認繳股本義務。其他成員首次認購的股份數量應由理事會在接受其加入時以特別多數方式確定。

b) 創始成員首期認購的股份應按面值發行。除非理事會在特殊情況下另定發行條件，其餘股份也應按面值發行。

c) 如果任何成員認購新增股本將導致以下情形，則該成員的認購行為無效，且該成員應放棄認購新增股本的任何權利：

(i) 使創始成員的投票權佔總投票權的比例低於 55% (百分之五十五)；

(ii) 使非借款成員國的投票權佔總投票權的比例超過 20% (百分之二十)；

(iii) 使任何一個非創始成員國的投票權佔總投票權的比例超過 7% (百分之七)。

d) 成員對股份的債務，僅限於以股份發行價格計算的未繳部分。

e) 任何成員均不因其成員資格而對銀行的債務負責。

f) 股份不得以任何方式用做抵押品或抵債，只能轉讓給本行。

第 9 條 認購股份的付款

a) 本協定生效後，每個創始成員應按照附件 2 的規定分 7 (七) 次以美元支付其首期認購的實繳股本。第一筆在本協定生效後 6 (六) 個月內支付。第二筆在本協定生效後 18 (十八) 個月內支付。其餘 5 (五) 筆分別在上一筆款項支付到期日之後 1 (一) 年內支付。

b) 理事會應決定不適用本條第 (a) 款規定的成員認購實繳股本的支付日期。

c) 待繳股本只在銀行需要償付其因對外借款以增加其普通資本或為此類資本做擔保而產生債務時，方予催繳。發生此類催繳時，成員可選擇用可兌換貨幣或者銀行償債所需的貨幣支付。

d) 待繳股本的催繳額在全部待繳股本中的比例應該一致。

第三章 組織與管理

第 10 條 機構

銀行應設一個理事會、一個董事會、一名行長和由理事會決定的數名副行長以及其他所需要的官員和職員。

第 11 條 理事會：組成和職權

a) 銀行一切權力歸理事會。理事會由每個成員按其自行決定的方式任命的一名理事和一名副理事組成。理事應為部長級，並可由任命國自行決定替換。除非理事缺席，否則副理事無權投票。理事會應每年選擇一名理事擔任理事會主席。

b) 理事會可以將其任何權力授予董事會，但下列權力除外：

- (i) 接納新成員以及確定接納條件；
- (ii) 增加或者減少股本；
- (iii) 中止成員資格；
- (iv) 修訂本協定；
- (v) 對董事會因解釋本協定而引起的上訴事項作出裁決；
- (vi) 批准與其他國際組織締結合作總協定；

- (vii) 確定銀行淨收入的分配；
- (viii) 決定終止銀行經營並分配銀行資產；
- (ix) 決定增加副行長的人數；
- (x) 選舉銀行行長；
- (xi) 批准董事會關於催繳股本的建議；
- (xii) 每 5（五）年批准一次銀行的整體戰略。

c) 理事會應召開年會以及理事會規定的或董事會要求召開的其他會議。經銀行成員要求並在董事會的召集下，理事會應舉行會議。對召集會議的成員數量要求應由理事會不時確定。

d) 理事會任何會議的法定人數應為過半數理事，並持有不少於三分之二的總投票權。

e) 理事會可按規定建立一個程序，允許董事會在認為符合銀行最高利益時毋需召開理事會會議而取得理事對某一特定問題的投票。

f) 理事會可制定銀行開展業務所必需的或適當的規章制度，董事會在授權範圍內也可以這樣做。

g) 銀行不向理事和副理事支付報酬。

h) 理事會應決定行長的薪酬和服務合同的條款。

i) 理事會對第 12 條第 (a) 款項下賦予董事會行使職權的任何事項均保留行使最高權力的全權。

第 12 條 董事會

a) 董事會負責銀行的一般業務經營。為此，應行使理事會所授予的一切權力，特別是：

(i) 根據理事會的總方針，就銀行的業務戰略、國家戰略、貸款、擔保、股權投資、借款、制定基本業務流程和收費、提供技術援助以及銀行的其他業務作出決定；

(ii) 將銀行的財務年度帳目在年會期間提交理事會批准；以及

(iii) 批准銀行的預算。

b) 每個創始成員應任命 1（一）名董事和 1（一）名副董事。理事會應以特別多數的方式制定新增董事和副董事的選舉方法，使董事總人數不超過 10（十）人。

c) 董事每屆任期 2（兩）年，並可以連任。董事應繼續任職直到選出合格的繼任者時為止。董事缺席時由副董事代行其全部權力。

d) 董事會應從董事中任命一名非執行主席，任期 4（四）年。如果該董事任職未滿一屆或未能連任董事，由其繼任者在餘下任期內擔任主席。

e) 董事會應審批行長關於銀行基本組織結構的建議，包括主要行政職位和專業職位的人數和職責。

f) 董事會應任命成立信貸和投資委員會，並在其認為必要時，酌情設立各種其他委員會。委員會的成員不必限於理事、董事或副理事、副董事。

g) 除非理事會以有效多數方式另行決定，董事會應作為非常駐機構開展工作，每個季度召開一次會議。如果理事會決定將董事會作為常駐機構，則董事會主席由行長擔任。

h) 董事會任何會議的法定人數應為過半數董事，並持有不少於三分之二的總投票權。

i) 當任何董事會會議的討論事項對某個銀行成員產生特別影響時，該成員可派代表出席董事會會議。此類代表權應由理事會予以規定。

第 13 條 行長和職員

a) 理事會應從創始成員國中輪流選舉產生行長，且不得為理事、董事或副理事、副董事。行長應擔任董事會成員，但除在董事會雙方票數相等時投出決定票外，行長沒有投票權。行長可參事會會議，但沒有投票權。在不影響下文第（d）款規定職能的前提下，應根據理事會以特別多數方式作出的決定終止行長任職。

b) 行長應為銀行工作職員的主管，並在董事會的指導下開展銀行的日常業務，特別是：

(i) 對董事會負責，行長應負責官員和職員的組織、任命和辭退，並就副行長的任免向理事會提出建議；

(ii) 行長應擔任信貸和投資委員會的負責人，成員還應包括副行長。該委員會負責就董事會規定金額限制以下的貸款、擔保、股權投資和技術援助項目作出決定，前提是此類項目提交董事會後三十日內沒有任何董事會成員表示反對。

c) 除產生行長以外的每個創始成員國至少應產生 1（一）名副行長。副行長應由理事會根據行長推薦進行任命。副行長所行使的權力和職能應由董事會決定。

d) 行長和副行長的任期應為 5（五）年，不得連任。但第一任副行長的任期應為 6（六）年。

e) 銀行及其官員和僱員不得干預任何成員的政治事務，也不得在作決定時受一個或多個相關成員的政治性影響。有關決定只應考慮

經濟因素。這種考慮應不偏不倚，以實現第 2 條和第 3 條中規定的宗旨和職能。

f) 銀行行長、副行長、官員和職員在任職期間，完全對銀行負責，而不對其他當局負責。銀行的每個成員都應尊重這一職責的國際性質，在其履行職責時，不得企圖對其施加影響。

第 14 條 公佈報告和提供信息

a) 銀行應公佈包括經審計的財務報表在內的年度報告。銀行還應每季度向其成員發送一份財務狀況簡要報告和一份表明日常業務經營情況的損益報告書。

b) 銀行還可根據實現其宗旨和職能的需要，發表其他報告。

第 15 條 透明度和問責

銀行應確保其程序透明，並且應在其程序規則文件中詳細規定有關獲取其文件的具體條款。

第四章 經營

第 16 條 資源的使用

銀行的資源和設施應僅用於履行本協定第 2 條和第 3 條中規定的宗旨和職能。

第 17 條 託管

每個成員應指定其中央銀行作為存款機構，以便存放本銀行持有的該成員的貨幣和其他資產。如果某個成員沒有中央銀行，則它應經本銀行同意，指定其他機構作為存款機構。

第 18 條 業務類別

a) 銀行業務應包括普通業務與特別業務兩種。普通業務指使用銀行普通資本進行的業務活動。特別業務指使用特別基金進行的業務活動。

b) 銀行的普通資本應包括下列內容：

(i) 認繳股本，包括實繳股本和待繳股本，但被用於一個或者多個特別基金的部分除外；

(ii) 銀行根據本協定第 5 章授權通過借款籌集的資金，此種資金適用本協定第 9 條第 (c) 款關於待繳股本的規定；

(iii) 使用本款第 (i) 項和第 (ii) 項下資金開展貸款或擔保取得的還款及開展股權投資獲得的收益；

(iv) 用上述資金開展貸款和股權投資或擔保獲得的收入，此種資金適用本協定第 9 條第 (c) 款關於待繳股本的規定；以及

(v) 銀行收到的不屬於其特別基金的任何其他資金或收入。

c) 銀行的普通資本和特別基金在保存、使用、貸出、投資或作其他處置時，應在任何時候和一切方面均完全分開。銀行的財務報表應將普通業務和特別業務分別列出。

d) 使用特別基金進行的特別業務或其他活動的支出及因此而發生的虧損或負債，在任何情況下都不得以銀行普通資本來支付或清償。

e) 與普通業務活動直接相關的費用，應由普通資本支付。與特別業務活動直接相關的費用應由特別基金支付。

第 19 條 業務方式

a) 銀行可在任何借款成員國參與公共或私人項目，包括公共-私人部門夥伴項目，通過擔保、貸款或其他金融工具提供支持，並可開展股權投資，承銷證券發行，或為在借款成員國的領土上開展項目的任何商業、工業、農業或者服務業企業進入國際資本市場提供協助。

b) 銀行可在其職能範圍內與國際金融機構、商業銀行或者其他合適的實體為項目提供聯合融資、擔保或聯合擔保。

c) 銀行可為本銀行支持的基礎設施建設和可持續發展項目的準備和實施提供技術援助；

d) 理事會可以特別多數方式批准一項總體政策，授權銀行在非成員新興經濟體或發展中國家開展本條前述各款所列的公共或私人項目有關業務，前提是按照該總體政策的規定，該業務對某個成員具有重大利益。

e) 董事會可以特別多數方式特別批准在非成員新興經濟體或發展中國家開展本條前述各款所列的特定公共或私人項目。對於在非成員國開展的主權擔保項目，在採取降低風險措施及由董事會確定的任何其他條件的情況下，其定價還將充分考慮涉及的主權風險。

第 20 條 業務經營限制

a) 與銀行普通業務的未償付款項總金額在任何時候均不得超過其普通資本中的未動用認繳股本、儲備金和利潤的總金額。

b) 與任何特別基金有關的銀行特別業務的未償付款項總金額在任何時候均不得超過該特別基金規章中預先設定的總金額。

c) 銀行應努力保持股權投資的合理多樣化。除需保護投資安全的情況外，銀行對所投資的公司或實體不承擔任何管理責任。

第 21 條 業務經營原則

銀行的業務經營應遵守下列原則：

(i) 銀行所有業務均應遵循良好的銀行業準則，確保薪酬處於合適水平並充分認識到其涉及的風險；

(ii) 如果成員反對向在其領土上的項目提供融資，銀行即不應提供這種融資；

(iii) 銀行編製任何國家規劃或戰略，為任何項目提供融資或在其文件中指定或者提及特定領土或地理區域的行為，均不得被視為有意對任何領土或區域的法律地位或其他狀況作出任何判斷。

(iv) 銀行不應允許將其資源不均衡地用於實現某一成員的利益。銀行應努力保持其投資的合理多樣化。

(v) 對於銀行使用其在普通業務或特別業務中通過貸款、投資或其他融資活動所獲收益在任何成員國進行的商品或服務採購，銀行不得施加任何限制，並應在所有適當的情形下，將面向所有成員國進行招標作為銀行提供貸款和其他業務的前提條件。

(vi) 銀行通過普通業務或特別基金開展任何貸款、投資或其他融資的收益，應僅用於在成員國內採購由成員國生產的商品和服務。但在確有必要的特殊情況下，董事會可允許從非成員國採購在非成員國生產的商品和服務；

(vii) 銀行應採取必要的措施，確保其所提供、擔保或者參與的任何貸款或任何股權投資的收益僅用於該貸款或股權投資的目的，並應注意節約和效率。

第 22 條 條款與條件

a) 對於銀行提供、參與或擔保的貸款和股權投資，其合同應根據董事會制定的政策確定有關貸款、擔保或者股權投資的條款和條件，其內容視具體情形並根據銀行政策而定，包括支付貸款、擔保或股權投資的本金、利息和其他費用、收費、佣金、期限、幣種和付款日期。在制定此類政策時，董事會應充分考慮保護其收入的需要。

b) 在承銷證券時，銀行應根據銀行政策中確定的條款和條件收取費用。

第 23 條 特別基金

a) 銀行設立和管理特別基金應由理事會以有效多數方式批准，並應符合本協定第 2 條確定的宗旨。

b) 除非理事會另有規定，特別基金應對董事會負責且其業務經營受董事會指導。

c) 銀行可根據需要為每個特別基金的設立、管理和使用制定特別規則和規章。

第 24 條 貨幣的提供

銀行在開展業務過程中可使用業務所在國的本國貨幣提供融資，前提是應制定適當的政策避免出現嚴重的貨幣錯配。

第 25 條 彌補銀行虧損的方法

a) 銀行在普通業務中所發放、參與或者擔保的貸款出現違約時，應首先採取其認為適當的所有必要措施，以收回發放的貸款；其次，銀行可修改除還款幣種之外的貸款條款。

b) 銀行普通業務中發生的損失應通過下列方式彌補：

(i) 首先，銀行的撥備；

(ii) 其次，淨收入；

(iii) 第三，特別公積；

(iv) 第四，一般公積和盈餘；

(v) 第五，未動用的實繳股本；以及

(vi) 最後，適當數額的尚未催繳的待繳股本，應根據本協定條款第 9 條第 (c) 款和第 (d) 款的規定進行催繳。

c) 如果發生違約，銀行在努力收回信貸款項時，應尋求業務所在國當局的幫助。

第五章 借款權和其他權力

第 26 條 一般權力

除本協定其他條款授予的權力外，銀行還應擁有下列權力：

a) 在成員國或者其他地方借入資金，並為此提供銀行認為適當的擔保品或其他保證，但是：

(i) 銀行在某個成員國境內發行債券前，應獲得該國同意；

(ii) 銀行的債券以某個成員國的貨幣計價時，應獲得該國同意；

(iii) 銀行應獲得本款第 (i) 和 (ii) 項所指國家的同意，允許其收益可不受限制地兌換成其他貨幣；以及

(iv) 銀行決定在某個國家發行債券之前，應考慮到過去在該國借款的金額（如果有的話）和在其他國家借款的金額，以及在上述其他國家可能獲得的資金，並應適當注意下述一般原則，即銀行應盡可能分散地向貸款國借款。

b) 買賣銀行所發行的、擔保的或投資的證券，但是，銀行必須獲得買賣證券行為所在國家的批准；

c) 為其已經投資的證券提供擔保，以便促進該證券的銷售；

d) 承銷或參與承銷任何實體或者企業發行的與銀行宗旨一致的證券；

e) 將銀行業務經營中不需要的資金投資於銀行選定的債券上，將銀行持有的用於養老金或類似目的的資金投資於可流通證券上。在從事此類投資時，銀行應適當考慮對在其成員境內由其成員或國民發行的債券進行投資。

f) 在符合本協定規定的情況下，行使為進一步實現其宗旨和職能所需要的適當的其他權力，並制定有關規則和規章。

第 27 條 證券上的說明

銀行發行或擔保的各種證券應在其票面上明顯地註明該證券不是任何政府的債務。但如確屬某一政府的債務時，票面須如實說明。

第六章 法律地位、豁免和特權

第 28 章 本章的目的

為了使銀行有效地實現其宗旨，履行其所負職能，銀行應在各成員境內享有本章所規定的法律地位、豁免權、免稅權和特權。

第 29 條 法律地位

a) 銀行應具有完全的國際人格。

b) 在各成員境內，銀行均具有完全的法律人格，特別是具有從事下列行為的完整資格：

(i) 簽訂合同；

(ii) 取得和處置動產和不動產；以及

(iii) 提起訴訟。

第 30 條 銀行在司法程序中的地位

a) 銀行對一切形式的法律程序享有豁免權，但由於其行使借款、為債務提供擔保或買賣證券或承銷證券的權力而引起的案件，或與行使這些權力有關的案件除外。凡屬此類案件，可在銀行設立總部或辦公機構的國家境內，或在銀行已經任命了代理人專門接受訴訟傳票或通知的國家境內，或在銀行已經發行證券或為證券提供擔保的國家境內，向具有充分司法權力的主管法院對銀行提起訴訟。

b) 儘管有本條第 (a) 款的規定，任何成員、成員的任何代理機構或執行機構、任何直接或間接代表成員或其任何代理機構或執行機構、任何直接或間接從成員或其代理機構或執行機構取得債權的實體或個人，均不得對銀行提起任何訴訟。成員可以訴諸本協定、銀行的附則和規章、或其與銀行簽訂的合同中規定特別程序，解決銀行與成員間的爭端。

c) 銀行的財產和資產，無論位於何地由何人持有，在對銀行作出最終判決之前均應免於各種形式的沒收、查封或強制執行程序。

第 31 條 資產和檔案享有的自由與豁免權

a) 銀行的財產和資產，無論位於何地由何人持有，均應免於搜查、徵用、充公、沒收或者通過行政或立法措施採取的任何其他形式的接管或取消贖回抵押品的權力。

b) 銀行的檔案及屬於銀行或由銀行持有的所有文件，無論存放於何處，一律不受侵犯。

c) 在實現銀行宗旨和職能的範圍內並在遵守本協定條款的情況下，銀行的所有財產和其他資產均應免受任何性質的限制、管理、管制和延緩償付的約束。

第 32 條 通訊特權

各成員給予銀行的官方通訊的待遇，應不低於它給予其他成員官方通訊的待遇。

第 33 條 個人豁免和特權

銀行的全體理事、董事、副理事或副董事、官員和僱員，應享有下列特權和豁免權：

(i) 對於其以公務身份採取的行為應免除法律程序，但銀行放棄該豁免權時不在此限。

(ii) 如果其不是當地國民，則在移民限制、外國人登記和兵役義務方面，享有其他成員同等級別的代表、官員或僱員所享有的同樣的豁免權，並在外匯管制方面享有同樣的便利。

(iii) 在旅行方面享受的便利應與成員給予其他成員同等級別的代表、官員及僱員的待遇相同。

第 34 條 稅收豁免

a) 銀行及其財產、其他資產、收入，及其根據本協定進行的轉讓、業務與交易，應免除一切稅收、限制和關稅。銀行還應免於有關支付、預扣或徵收任何稅收或關稅的義務。

b) 對銀行付給董事、副董事、官員或僱員（包括為銀行執行任務的專家）的薪金和津貼不得徵稅。除非成員在遞交批准、接受或核准文書時，聲明對銀行向其本國公民或國民支付的薪金和津貼保留徵稅的權力。此聲明不受第 48 條第（d）款約束。

c) 對於銀行發行的任何債券或證券，包括與此有關的紅利或利息，無論為任何人所持有，均不得因下列原因而徵收任何種類的稅收：

(i) 僅僅由於此類債券或證券是由銀行發行而給予歧視待遇；或

(ii) 如果徵稅的唯一法律依據是該債券或證券發行、償付或支付的地點或所使用的幣種，或銀行設立辦公機構或開展業務的地點。

d) 對於銀行擔保的任何債券或證券，包括與此有關的紅利或利息，無論為任何人所持有，均不得因下列原因而徵收任何種類的稅收：

(i) 僅僅由於此類債券或證券是由銀行擔保而給予歧視待遇；或

(ii) 如果徵稅的唯一法律依據是銀行設立辦公機構或開展業務的地點。

第 35 條 實施

各成員應根據其司法制度，迅速採取必要的行動，使本章各項條文在其境內生效，並將已採取的行動通知銀行。

第 36 條 豁免權、特權和免稅權的放棄

本章為了銀行的利益而授予其豁免權、特權和免稅權。在董事會認為符合銀行最大利益的情況下，董事會可根據其決定的範圍和條件放棄本章授予銀行的任何豁免權、特權和免稅權。如果行長認為有關豁免權、特權或免稅權會妨礙司法程序且放棄有關豁免權、特權或免稅權不會影響銀行的利益，則行長有權且有責任免除銀行任何官員、僱員或專家的任何豁免權、特權或免稅權，但行長和副行長除外。在類似的情形下並根據相同的條件，董事會有權且有責任免除行長和副行長的任何豁免權、特權和免稅權。

第七章 成員的退出和資格中止，銀行業務的暫停和終止

第 37 條 退出

a) 任何成員均可以書面方式通知銀行總部退出銀行。成員的退出從通知上指明的日期起最終生效，其成員資格也從該日期起停止。但這一日期必須在通知交付銀行起至少 6（六）個月之後。在退出最終生效之前，成員可隨時以書面方式通知銀行，撤銷原來打算退出的通知。

b) 成員在退出後仍應繼續對其在遞交退出通知時對本銀行負有的所有直接債務和或有債務負責，包括第 39 條中規定的責任。但如果退出最終生效，則該成員對本行收到退出通知之後進行的經營活動所產生的債務不承擔任何責任。

c) 在收到退出通知後，理事會應在不遲於退出生效前啟動與退出成員的帳目清算程序。

第 38 條 成員資格的中止

a) 成員如不履行其對銀行的義務，則銀行可由理事會以特別多數方式決定中止其成員資格。

b) 自中止之日起，該成員將 1（一）年後自動停止銀行成員資格，除非理事會同樣以特別多數方式決定解除該中止。

c) 在中止期間內，成員除有權退出外，無權行使本協定規定的任何權利，但應繼續承擔其全部義務。

d) 理事會應為實施本條制定必要的規章制度。

第 39 條 帳目清算

a) 成員在停止成員資格後，不再分享銀行的利潤，也不承擔銀行的損失，也不對銀行在此之後辦理的貸款或擔保負責，但仍對在其停止成員資格前銀行所簽訂貸款或擔保合同中尚未償清部分形成的或有負債及其對銀行的全部欠款繼續負責。

b) 在成員停止成員資格時，銀行應根據本條規定做出安排，回購該國持有的股本，作為與之清算帳目的一部分；但該國除享有本條和第 46 條規定的權利外，不享有本協定項下的任何其他權利。

c) 銀行和停止成員資格的國家可就按照適合當時情形的條款回購股本達成協議，而不必考慮下一條的規定。該協議可就該國對銀行全部債務的最終清算做出安排。

d) 如果在成員停止成員資格後 6（六）個月內或在銀行和該國另行約定的時間內，仍未達成前款中提及的協議，則該國所持股本的回購價格應為在該國家停止成員資格當天銀行帳簿上記載的帳面價值。回購股份應遵循下列條件：

(i) 付款應按照銀行確定的分期付款安排、時間和可用幣種進行支付，並應考慮銀行的財務狀況。

(ii) 在銀行因回購股本而應向該國支付的款項中，應扣除該國或其任何部門或代理機構因貸款或擔保業務而仍然保有的對銀行的債務。銀行可選擇將任何到期的債務從該款項中予以扣除。但是，對於該國根據第 9 條第 (c) 款認購股本而對未來催繳股本所承擔的或有債務，不得進行任何扣除。

(iii) 在某一國家停止成員資格之日，如果銀行提供或參與的尚未收回的貸款或擔保遭受了淨損失，且淨損失金額超過了當日銀行為其撥付的準備金，則在銀行帳簿上的股份帳面價值已經計入該損失的情況下，該國應按銀行的要求退還其股份回購價格中相應的減記金額。此外，前銀行成員仍應在銀行已發生資本損失且在確定股份回購價格時已提出催繳要求的情況下，對第 9 條第 (c) 款所規定的催繳負責。

e) 根據本節項下向一個國家支付的任何股份回購款項只能在該國停止成員資格之日起 12 (十二) 個月後進行支付。如果銀行在該期間內終止經營業務，則該國所有權利均應根據第 41 至 43 條的規定相應確定，且該國在這些條款下仍應被視為銀行成員，但沒有投票權。

第 40 條 暫停業務

在緊急情形下，董事會在等待理事會做出進一步考慮和採取進一步行動前，可暫停新的貸款、擔保、承銷、技術援助和股權投資等業務。

第 41 條 終止經營

銀行可由理事會以特別多數方式決定終止其經營。終止經營時，除與有秩序地變賣、保存和保管資產以及清償債務等有關的活動外，銀行應立即停止一切活動。

第 42 條 成員的責任和債權的清償

a) 所有成員由於認購銀行股本以及因成員國貨幣貶值而產生的債務將繼續有效，直到所有直接債務和或有債務全部清償完畢。

b) 持有直接債權的債權人應首先從銀行資產中受償，然後從銀行應收而未收或待繳股本的所收款項中受償。在向持有直接債權的債權人進行任何償付之前，董事會應根據自己的判斷作出必要的安排，以保證在各直接債權持有人和或有債權持有人之間按比例進行償付。

第 43 條 資產分配

a) 按照成員認繳的股本分配資產，須在對債權人的所有負債已經清償或做出安排之後方可進行。且資產分配必須經理事會以特別多數方式批准。

b) 銀行向成員分配資產，應與各成員持有的股本成比例，並在銀行認為公平合理的時間和條件下實施。所分配的各份資產，在資產類型上不必一致。任何成員在結清對銀行的所有債務之前，無權接受資產分配。

c) 成員對根據本條分配到的資產所享有的權利，應與分配前銀行對這些資產享有的權利相同。

第八章 修訂、解釋及仲裁

第 44 條 修訂

- a) 本協定的修訂必須由理事會以特別多數方式決定。
- b) 有關修訂本協定的任何建議，無論由成員、理事還是董事會提出，均應提交理事會主席，並由理事會主席提交理事會討論。如果該修改建議獲得理事會的批准，則銀行應向全體成員詢問是否接受該修改建議。如果 2/3（三分之二）成員接受、批准或核准該修訂，則銀行應以公函通知所有成員。
- c) 對本協定的修訂應在根據本條第（b）款發出銀行公函之日起 3（三）個月後對全體成員生效。

第 45 條 解釋

- a) 凡成員和銀行間或成員之間對於本協定條文的解釋發生任何爭議時，即應提交董事會裁決。
- b) 如審議中的問題對某個成員有特殊影響時，該成員有權根據第 12 條第（h）款的規定派代表直接參加董事會會議。
- c) 董事會作出本條第（a）款下的決定後，任何成員仍可以要求將該問題提交理事會討論，由理事會作出最終決定。在理事會作出裁決之前，銀行如認為必要，可以根據董事會的決定行事。

第 46 條 仲裁

- a) 如銀行與已停止成員資格的國家之間或銀行作出停止經營的決定之後在銀行和成員之間出現爭議，該爭議應提交給由 3（三）名仲裁員組成的仲裁法庭仲裁。仲裁員之中，一名由銀行任命；另一名由有關國家任命；除當事方之間另有協定外，第三名由理事會同意

的權威機構任命。如果達成一致意見的所有努力均告失敗，則 3 (三) 名仲裁員應通過投票以簡單多數方式作出裁定。

b) 當事方在程序問題上有爭議時，第三名仲裁員應有權處理全部程序問題。

c) 關於銀行與借款國之間合同的任何爭議，應根據有關合同予以解決。

第 47 條 默許同意

銀行採取任何行動前，如需要得到任何成員同意，應將擬議的行動通知該成員。如該成員在銀行通知中規定的合理時間內沒有提出反對意見，即應視作銀行已獲得該成員的同意。

第九章 最後條款

第 48 條 接受

a) 各簽字國應向巴西聯邦共和國政府交存一份宣布其已根據本國法律接受、批准或核准本協定的文書。

b) 巴西聯邦共和國政府應將本協定經核實無誤的副本發送給簽字國，並及時將每次按照上一款要求交存的接受書、批准書或核准書及交存日期通知各成員。

c) 銀行開始經營後，對於根據第 5 條第 (b) 款被批准加入成員的任何國家，巴西聯邦共和國政府可收存該國對本協定的加入書。

d) 對本協定的接受、批准或核准以及加入不得包含任何異議或保留意見。

第 49 條 生效

a) 在全體金磚國家根據第 48 條的規定交存接受書、批准書或核准書後，本協定即開始生效。

b) 在本協定生效之前已經交存接受書、批准書或核准書的金磚國家，將在本協定生效之日成為銀行的成員。其他國家將在其交存加入書之日成為銀行的成員。

第 50 條 開業

金磚國家主席應在本協定根據本章第 49 條的規定生效後立即召集第一次理事會會議，以便為銀行開展首筆業務作出必要決定。

創始成員股本的認購份額

每個創始成員國首次將認購 100,000（十萬）股，合計一百億（\$10,000,000,000）美元；其中實繳股本 20,000（二萬）股，合計二十億（\$2,000,000,000）美元；待繳股本 80,000（八萬）股，合計八十億（\$8,000,000,000）美元。

創始成員初始認購實繳股本的付款

期數	每個國家支付的實繳股本 (單位：百萬美元)
1	150
2	250
3	300
4	300
5	300
6	350
7	350

第 11/2022 號行政長官公告

Aviso do Chefe do Executivo n.º 11/2022

中華人民共和國於二零一五年十一月四日批准二零一五年六月二十九日在北京簽署的《亞洲基礎設施投資銀行協定》(下稱“《協定》”)，並於二零一五年十一月二十六日交存批准書；

Considerando que a República Popular da China ratificou, em 4 de Novembro de 2015, o Acordo do Banco Asiático de Investimento em Infraestrutura (doravante designado por «Acordo») assinado em Pequim, em 29 de Junho de 2015, e efectuou, em 26 de Novembro de 2015, o depósito do seu instrumento de ratificação;

外交部代表《協定》保存方(中華人民共和國政府)於二零一五年十二月二日照會亞洲基礎設施投資銀行意向創始成員國駐華大使館確認，並於二零一五年十二月二十一日就《協定》適用於中華人民共和國澳門特別行政區發出通知；

Considerando igualmente que o Ministério dos Negócios Estrangeiros, em nome do depositário do Acordo (Governo da República Popular da China), manifestou a sua confirmação, por nota datada de 2 de Dezembro de 2015, junto das embaixadas dos países com a intenção de ser membro fundador do Banco Asiático de Investimento em Infraestrutura na China, e emitiu, em 21 de Dezembro de 2015, a notificação sobre a aplicação do Acordo na Região Administrativa Especial de Macau da República Popular da China;

《協定》已於二零一五年十二月二十五日起對中華人民共和國生效，包括對澳門特別行政區生效；

Considerando ainda que o Acordo entrou em vigor para a República Popular da China, incluindo a sua Região Administrativa Especial de Macau, a partir de 25 de Dezembro de 2015;

基於此，行政長官根據第3/1999號法律《法規的公佈與格式》第五條(一)項和第六條第一款的規定，命令公佈《亞洲基礎設施投資銀行協定》的中文和英文正式文本。

O Chefe do Executivo manda publicar, nos termos da alínea 1) do artigo 5.º e do n.º 1 do artigo 6.º da Lei n.º 3/1999 (Publicação e formulário dos diplomas), o Acordo do Banco Asiático de Investimento em Infraestrutura, nos seus textos autênticos em línguas chinesa e inglesa.

二零二二年三月八日發佈。

Promulgado em 8 de Março de 2022.

行政長官 賀一誠

O Chefe do Executivo, *Ho Iat Seng*.