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

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；

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；

《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；

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。

二零二二年三月八日發佈。

行政長官　賀一誠

Aviso do Chefe do Executivo n.º 11/2022

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;

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;

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;

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.

Promulgado em 8 de Março de 2022.

O Chefe do Executivo, *Ho Iat Seng.*

亞洲基礎設施投資銀行協定

本協定簽署國一致同意：

考慮到在全球化背景下，區域合作在推動亞洲經濟體持續增長及經濟和社會發展方面具有重要意義，也有助於提升本地區應對未來金融危機和其他外部衝擊的能力；

認識到基礎設施發展在推動區域互聯互通和一體化方面具有重要意義，也有助於推進亞洲經濟增長和社會發展，進而為全球經濟發展提供新動力；

認識到亞洲基礎設施投資銀行（以下簡稱“銀行”）通過與現有多邊開發銀行開展合作，將更好地為亞洲地區長期的巨額基礎設施建設融資缺口提供資金支持；

確信作為旨在支持基礎設施發展的多邊金融機構，銀行的成立將有助於從亞洲域內及域外動員更多的亟需資金，緩解亞洲經濟體面臨的融資瓶頸，與現有多邊開發銀行形成互補，推進亞洲實現持續穩定增長；

同意成立銀行，並遵照本協定所做出的如下規定進行運作：

第一章 宗旨、職能和成員資格

第一條 宗旨

一、 銀行宗旨在於：（一）通過在基礎設施及其他生產性領域的投資，促進亞洲經濟可持續發展、創造財富並改善基礎設施互聯互通；（二）

與其他多邊和雙邊開發機構緊密合作，推進區域合作和夥伴關係，應對發展挑戰。

二、 本協定中凡提及“亞洲”和“本區域”之處，除理事會另有規定外，均指根據聯合國定義所指的屬亞洲和大洋洲的地理區劃和組成。

第二條 職能

為履行其宗旨，銀行應具備以下職能：

（一） 推動區域內發展領域的公共和私營資本投資，尤其是基礎設施和其他生產性領域的發展；

（二） 利用其可支配資金為本區域發展事業提供融資支持，包括能最有效支持本區域整體經濟和諧發展的項目和規劃，並特別關注本區域欠發達成員的需求；

（三） 鼓勵私營資本參與投資有利於區域經濟發展，尤其是基礎設施和其他生產性領域發展的項目、企業和活動，並在無法以合理條件獲取私營資本融資時，對私營投資進行補充；並且，

（四） 為強化這些職能開展的其他活動和提供的其他服務。

第三條 成員資格

一、 銀行成員資格向國際復興開發銀行和亞洲開發銀行成員開放。

（一） 域內成員是指列入附件一第一部分的成員及依照第一條第二款屬亞洲區域的其他成員，其餘則為域外成員。

（二） 創始成員指已列入附件一、在第五十七條規定的日期當日或之前簽署本協定並在第五十八條第一款規定的最終日期前已滿足所有成

員條件的成員。

二、 國際復興開發銀行和亞洲開發銀行成員，如未能依照第五十八條規定加入銀行，可依照第二十八條規定經理事會特別多數投票同意後，遵照銀行決定的加入條件成為銀行成員。

三、 不享有主權或無法對自身國際關係行為負責的申請方，應由對其國際關係行為負責的銀行成員同意或代其向銀行提出加入申請。

第二章 資本

第四條 法定股本

一、 銀行法定股本為壹仟億美元，分為壹佰萬股，每股的票面價值為拾萬美元，只供成員依照本協定第五條的規定認繳。

二、 初始法定股本分為實繳股本和待繳股本。實繳股本的票面總價值為貳佰億美元，待繳股本的票面總價值為捌佰億美元。

三、 理事會可依照第二十八條規定，在適當時間按適當條件，經理事會超級多數投票同意後，增加銀行的法定股本，包括實繳股本和待繳股本之間的比例。

四、本協定凡提及“美元”及“$”符號均指美利堅合眾國的法定支付貨幣。

第五條 股本認繳

一、 每個成員均須認繳銀行的股本。認繳初始法定股本時，實繳股本與待繳股本之間的比例應為 2：8。依照第五十八條規定獲得成員資格的

國家，其初始認繳股份數按本協定附件一執行。

二、 依照本協定第三條第二款加入的成員，其初始認繳股份數應由理事會決定；若其認繳將使域內成員持有股本在總股本中的比例降至百分之七十五以下時，除非理事會依照第二十八條規定經超級多數投票通過，否則不予批准。

三、 理事會可以應某一成員要求，依照第二十八條規定，經超級多數投票通過，同意該成員按照確定的條件和要求增加認繳；若其認繳使域內成員持有股本在總股本中的比例降至百分之七十五以下時，除非理事會依照第二十八條規定經超級多數投票通過，否則不予批准。

四、 理事會每隔不超過五年對銀行的總股本進行審議。法定股本增加時，每個成員都將有合理機會按理事會決定的條件進行認繳，其認繳部分佔總增加股本的比例應與此次增資前其認繳股本佔總認繳股本的比例相同。任何成員均無義務認繳任何增加股本。

第六條 對認繳股本的支付

一、 依照第五十八條獲得成員資格的本協定簽署方，其初始認繳股本中實繳股本分五次繳清，每次繳納百分之二十，本條第五款中特殊規定的除外。第一次繳付應在本協定生效後三十天內完成，或在第五十八條第一款規定的批准書、接受書或核准書遞交之日或之前繳付，以後發生者為準。第二次繳付在本協定生效期滿一年內完成。其餘三次將相繼在上一次到期一年內完成。

二、 除本條第五款規定之外，對初始認繳中原始實繳股本的每次繳付均應使用美元或其他可兌換貨幣。銀行可隨時將此類繳付轉換為美元。如若到期未能完成繳付，則相應的實繳和待繳股本所賦予的權利，包括投

票權等都將中止，直至銀行收到到期股本的繳付。

三、 銀行的待繳股本，僅在銀行需償付債務時方予催繳。成員可選擇美元或銀行償債所需貨幣進行繳付。在催繳待繳股本時，所有待繳股份的催繳比例應一致。

四、 本條提及的各種繳付的地點由銀行決定，但在理事會舉行首次會議之前，本條第一款所指的首次付款應支付給銀行的託管方，即中華人民共和國政府。

五、 就本款而言，被認定為欠發達國家的成員在繳付本條第一款和第二款所規定的股本時可選擇以下任一方式完成，即：

（一） 可全部使用美元或其他可兌換貨幣，最多分十次繳付，每次繳付金額相當於總額的百分之十，第一次和第二次繳付的到期日參照第一款規定，第三次至第十次的繳付應在本協定生效兩年內及之後每滿一年內相繼完成；或者

（二） 每次繳付中，成員可在部分使用美元或其他可兌換貨幣的同時，使用本幣完成其中不超過百分之五十的繳付，並按照本條第一款規定的時間完成每次繳付，同時此類繳付應符合以下規定：

1、 成員應在本條第一款規定的繳付時間向銀行說明其將用本幣繳付的金額比例；

2、 依照本條第五款規定完成的每次本幣繳付金額應由銀行按照與美元完全等值的金額計算。首次繳付時成員可自行確定應繳付金額，但銀行可在付款到期日前九十天內做出適當調整，以使所繳付金額與按美元計算的金額完全等值。

3、 無論何時，只要銀行認為一個成員的貨幣已大幅貶值，該成員應在一段合理期限內向銀行繳付額外的本幣金額，以確保銀行帳面持有的該成員以本幣認繳股本的價值不變。

4、 無論何時，只要銀行認為一個成員的貨幣已大幅升值，銀行應在一段合理期限內向該成員退付一定數量的本幣金額，以調整銀行帳面持有的該成員以本幣認繳股本的價值。

5、 銀行可放棄本項第 3 目賦予的償付權利，成員可放棄本項第 4 目賦予的償付權利。

六、 銀行接受任何成員使用該成員政府或其指定的存託機構所發行的本票或其他債券繳付該成員依照本條第五款第（二）項規定的以本幣繳付金額，前提是銀行在經營中不需要使用上述金額的成員貨幣。上述本票或債券應為不可轉讓、無息並可應銀行要求按面值見票即付。

第七條 股份繳付條件

一、 成員初始認繳股份應按面值發行。其他股份也應按照面值發行，除非理事會在特殊情況下依照第二十八條規定經特別多數投票通過，決定以其他條件發行股份。

二、 股份不得以任何形式進行質押或抵押，且僅可以向銀行轉讓。

三、 成員股權債務應僅限於其所持股份發行額中未繳付部分。

四、 成員不因其成員地位而對銀行的債務負責。

第八條 普通資本

本協定中“普通資本”一詞包括以下內容：

（一） 依照本協定第五條規定認繳的銀行法定股本，包括實繳股本和待繳股本；

（二） 銀行依照第十六條第一款授權籌集的資金，此類資金的兌付承諾適用本協定第六條第三款的規定；

（三） 因使用本條第（一）、（二）項資金發放貸款或擔保的償付所得，或使用上述資金進行股權投資或依照第十一條第二款第（六）項批准的其他類型融資的所得收益；

（四） 使用前述資金發放貸款或依照第六條第三款的兌付承諾所做擔保獲得的收入；

（五） 銀行收到的其他不屬於本協定第十七條規定的特別基金的其他任何資金或收入。

第三章 銀行業務運營

第九條 資金使用

銀行資金僅可依照穩健的銀行原則用於履行本協定第一條和第二條所規定的宗旨和職能。

第十條 普通業務與特別業務

一、 銀行的業務包括：

（一） 本協定第八條提及的，由銀行普通資本提供融資的普通業務；

（二） 本協定第十七條提及的，由銀行特別基金提供融資的特別業務。

兩種業務可以同時為同一個項目或規劃的不同部分提供融資。

二、 銀行的普通資本和特別基金在持有、使用、承諾、投資或作其他處置時，在任何時候、各個方面均須完全分離。銀行的財務報表亦應將普通業務和特別業務分別列出。

三、 任何情況下銀行普通資本都不得用以繳付或清償由特別基金擔負或承諾的特別業務或其他活動發生的支出、虧損或負債。

四、 普通業務直接發生的支出由普通資本列支；特別業務發生的支出由特別基金列支。其他任何支出的列支由銀行另行決定。

第十一條 業務對象及方法

一、 （一）銀行可以向任何成員或其機構、單位或行政部門，或在成員的領土上經營的任何實體或企業，以及參與本區域經濟發展的國際或區域性機構或實體提供融資。

（二） 在特殊情況下，銀行可以向本款第（一）項以外的業務對象提供援助，前提是理事會依照第二十八條規定經超級多數投票通過：1、確認該援助符合銀行的宗旨與職能以及銀行成員的利益；2、明確可以向業務對象提供的本條第二款規定的融資支持類別。

二、 銀行可以下列方式開展業務：

（一） 直接貸款、聯合融資或參與貸款；

（二） 參與機構或企業的股權資本投資；

（三） 作為直接或間接債務人，全部或部分地為用於經濟發展的貸款提供擔保；

（四） 根據特別基金的使用協定，配置特別基金的資源；

（五） 依照第十五條的規定提供技術援助；

（六） 理事會依照第二十八條規定經特別多數投票通過決定的其他融資方式。

第十二條 普通業務的限制條件

一、 銀行依照本協定第十一條第二款第（一）、（二）、（三）、和（四）項從事的貸款、股權投資、擔保和其他形式融資等普通業務中的未收清款項，任何時候都不得超過普通資本中未動用認繳股本、儲備資金和留存收益的總額。但理事會有權依照本協定第二十八條規定，經超級多數投票通過後，根據銀行的財務狀況隨時提高上述對銀行普通業務的財務限制，最高可至普通資本中未動用認繳股本、儲備資金和留存收益總額的250%。

二、 銀行已撥付股權投資的總額不得超過當期相應的銀行未動用實繳股本和普通儲備資金總額。

第十三條 業務原則

銀行應依據下列原則開展業務：

（一） 銀行應按照穩健的銀行原則開展業務；

（二） 銀行業務應主要是特定項目或特定投資規劃融資、股權投資以及第十五條規定的技術援助；

（三） 銀行不得在成員反對的情況下，在該成員境內開展融資業務；

（四） 銀行應保證其從事的每項業務均符合銀行的業務和財務政策，包括但不僅限於針對環境和社會影響方面的政策；

（五） 銀行審議融資申請時，應在綜合考慮有關因素的同時，適當關注借款人以銀行認為合理的條件從別處獲得資金的能力；

（六） 銀行在提供或擔保融資時，應適當關注借款人及擔保人未來按融資合同規定的條件履行其義務的可能性；

（七） 銀行在提供或擔保融資時，應採取銀行認為對該項融資和銀行風險均適宜的融資條件，包括利率、其他費用和還本安排；

（八） 銀行不應對普通業務或特別業務中銀行融資項目的貨物和服務採購進行國別限制；

（九） 銀行應採取必要措施保證其提供、擔保或參與的融資資金僅用於融資所規定的目標，並應兼顧節約和效率；

（十） 銀行應儘可能避免不均衡地將過多資金用於某一或某些成員的利益；

（十一） 銀行應設法保持其股權資本投資的多樣化。除非出於保護其投資的需要，否則銀行在其股權投資項目中，對所投資的實體或企業不應承擔任何管理責任，也不應尋求對該實體或企業的控制權。

第十四條 融資條件

一、 銀行在發放、參與或擔保貸款時，應依照本協定第十三條規定的業務原則及本協定其他條款的規定，訂立合同明確該貸款或擔保的條件。在制定上述條件時，銀行應充分考慮保障銀行收益和財務狀況的需要。

二、 當貸款或擔保對象本身並非銀行成員時，如銀行認為可行，可

以要求該項目執行所在地的成員，或者銀行接受的該成員某個政府機構或其他機構，為貸款本金、利息和其他費用的按期如約償還提供擔保。

三、 任何股權投資的金額不得超過董事會通過的政策文件所允許的對該實體或企業進行股權投資的比例。

四、 按照有關貨幣風險最小化的政策規定，銀行可以使用一國的本幣為銀行在該國的業務提供融資。

第十五條 技術援助

一、 在符合銀行宗旨和職能的情況下，銀行可提供技術諮詢、援助及其他類似形式的援助。

二、 如遇提供上述服務的費用無法補償時，銀行可從其收益中支出。

第四章 銀行資金

第十六條 一般權力

除本協定其他條款中明確規定的權力外，銀行還應有以下權力。

（一） 銀行可以根據相關法律規定在成員國或其他地方通過舉債或其他方式籌集資金。

（二） 銀行可以對其發行或擔保或投資的證券進行買賣。

（三） 為推動證券銷售，銀行可為其投資的證券提供擔保。

（四） 銀行可以承銷或參與承銷任何實體或企業發行的、目的與銀行宗旨一致的證券。

（五） 銀行可以將其業務經營未使用資金進行投資或存儲。

（六） 銀行應確保在銀行發行或擔保的每份證券的外觀上標有顯著字樣，聲明該證券並非任何政府的債務；如該證券確實是某個特定政府的債務，則應做如實表述。

（七） 根據理事會通過的信託基金框架，在信託基金的目標與銀行宗旨和職能一致的前提下，銀行可接受其他相關方的委託，成立並管理該信託基金。

（八） 銀行可以在理事會依照本協定第二十八條規定經特別多數投票通過後，以實現銀行宗旨和職能為目的，成立附屬機構。

（九） 在符合本協定規定的前提下，銀行可行使為進一步實現其宗旨和職能所需的適當的其他權力，並制定與此有關的規章。

第十七條 特別基金

一、 銀行可以接受與銀行宗旨和職能一致的特別基金，此類特別基金屬銀行資源。特別基金的所有管理成本均應從該基金支出。

二、 銀行接受的特別基金的使用原則和條件應與銀行的宗旨和職能一致，並符合就此類基金達成的相關協議。

三、 銀行應根據成立、管理和使用每個特別基金的需要制定特別規章。該規章應與本協定中除明確僅適用於普通業務的規定以外的所有條款保持一致。

四、 “特別基金資源”一詞應指所有特別基金的資源，包括：

（一） 銀行接收並納入特別基金的資金；

（二） 根據銀行管理特別基金的規章，用特別基金發放或擔保的貸款所得，及其股權投資的收益，歸屬該特別基金；

（三） 特別基金資金投資產生的任何收入；及

（四） 可由特別基金支配使用的任何其他資金。

第十八條 淨收入的分配和處置

一、 理事會至少每年都應在扣除儲備資金之後，就銀行淨收入在留存收益或其他事項以及可分配給成員的利潤（如適用）之間的分配做出決定。任何將銀行淨收入分配用作其他用途的此類決策應依照第二十八條規定以超級多數投票通過。

二、上一款中提及的分配應按照各成員所持股份的數量按比例完成，支付的方式和貨幣應由理事會決定。

第十九條 貨幣

一、 銀行或任何銀行款項接受方所接受、持有、使用或轉讓的貨幣在任何國家內進行繳付時，成員均不得對此施加任何限制。

二、 當根據本協定需要以一種貨幣對另一貨幣進行估值，或決定某貨幣是否可兌換時，該估值或決定應由銀行做出。

第二十條 銀行償債的方式

一、 銀行從事普通業務時，若其所發放、參與或擔保的貸款出現拖欠或違約，或其所投資的股權或依照第十一條第二款第（六）項做出的其他融資出現損失，銀行可採取其認為適當的措施。銀行應保持適當的撥備水平以應對可能發生的損失。

二、 銀行普通業務發生的損失，應當：

（一） 首先依照本條第一款的規定處置；

（二） 其次，由淨收入支付；

（三） 第三，從儲備資金和留存收益中支付；

（四） 第四，從未動用實繳股本中支付；

（五） 最後，從可依照第六條第三款的規定進行催繳的待繳股本中適量繳付。

第五章 治理

第二十一條 治理結構

銀行應設立理事會、董事會、一名行長、一名或多名副行長，以及其他必要的高級職員與普通職員職位。

第二十二條 理事會：構成

一、 每個成員均應在理事會中有自己的代表，並應任命一名理事和一名副理事。每個理事和副理事均受命於其所代表的成員。除理事缺席情況外，副理事無投票權。

二、 在銀行每次年會上，理事會應選舉一名理事擔任主席，任期至下屆主席選舉為止。

三、 理事和副理事任職期間，銀行不予給付薪酬，但可支付其因出席會議產生的合理支出。

第二十三條 理事會：權力

一、 銀行一切權力歸理事會。

二、 理事會可將其部分或全部權力授予董事會，但以下權力除外：

（一） 吸收新成員和確定新成員加入條件；

（二） 增加或減少銀行法定股本；

（三） 中止成員資格；

（四） 裁決董事會對本協定的相關解釋或適用提出的申訴；

（五） 選舉銀行董事並依照第二十五條第六款決定須由銀行負擔的董事和副董事的支出及薪酬（如適用）；

（六） 選舉行長，中止或解除行長職務，並決定行長的薪酬及其他任職條件；

（七） 在審議審計報告後，批准銀行總資產負債表和損益表；

（八） 決定銀行的儲備資金及淨收益的配置與分配；

（九） 修訂本協定；

（十） 決定終止銀行業務並分配銀行資產；及

（十一） 行使本協定明確規定屬於理事會的其他權力。

三、 對於理事會依照本條第二款授予董事會辦理的任何事項，理事會均保留其執行決策的全部權力。

第二十四條 理事會：程序

一、 理事會應舉行年會，並按理事會規定或董事會要求召開其他會議。當五個銀行成員提出請求時，董事會即可要求召開理事會會議。

二、 當出席會議的理事超過半數，且所代表的投票權不低於總投票權三分之二時，即構成任何理事會會議的法定人數。

三、 理事會應按照規定建立議事程序，允許董事會在毋需召集理事會會議的情況下取得理事對某一具體問題的投票表決，或在特殊情況下通過電子方式召開理事會會議。

四、 理事會及董事會在授權範圍內，可根據銀行開展業務的必要性或適當性，設立附屬機構、制定規章制度。

第二十五條 董事會：構成

一、 董事會應由十二名成員組成，董事會成員不得兼任理事會成員，其中：

（一） 九名應由代表域內成員的理事選出；

（二） 三名應由代表域外成員的理事選出。

董事應是在經濟與金融事務方面具有較強專業能力的人士，並應根據本協定附件二選舉產生。董事所代表的成員包括選其做董事的理事所屬成員以及將選票委派給其的理事所屬成員。

二、 理事會應不定期審議董事會的規模與構成，並可依照第二十八條規定以超級多數投票形式，適當調整董事會的規模或構成。

三、 每名董事應任命一名副董事，在董事缺席時代表董事行使全部權力。理事會應通過規則，允許一定數量以上成員選舉產生的董事任命第二名副董事。

四、 董事和副董事應為成員國的國民。不得同時有兩名或兩名以上董事同屬一個國籍，也不得同時有兩名或兩名以上副董事同屬一個國籍。副董事可參加董事會會議，但只有代表董事行使權力時才可以投票。

五、 董事任期兩年，可以連選連任。

（一） 董事任職應持續至下任董事選定並就職。

（二） 若在董事任期截止日前一百八十天以上時，董事職位出缺，須由選舉該董事職位的相關理事根據附件二選出一名繼任者，完成餘下任期。此類選舉須相關理事經半數以上所投投票權表決通過。若在董事任期截止日前一百八十天或以下時董事職位出缺，可由選舉該董事職位的理事以上述同樣方式選出一名繼任者。

（三） 在董事職位出缺期間，其副董事應代表董事行使除任命副董事之外的所有權力。

六、除非理事會另有決定，董事與副董事任職期間，銀行不付薪酬，但銀行可向其支付參加會議產生的合理支出。

第二十六條 董事會：權力

董事會負責指導銀行的總體業務，為此，除行使本協定明確賦予的權力之外，還應行使理事會授予的一切權力，特別是：

（一） 理事會的準備工作；

（二）制定銀行的政策；並以不低於成員總投票權四分之三的多數，根據銀行政策對銀行主要業務和財務政策的決策，及向行長下放權力事宜做出決定；

（三） 對第十一條第二款明確的銀行業務做出決定；並以不低於成員總投票權四分之三的多數，就向行長下放相關權力做出決定；

（四） 常態化監督銀行管理與業務運營活動，並根據透明、公開、獨立和問責的原則，建立以此為目的的監督機制；

（五） 批准銀行戰略、年度計劃和預算；

（六） 視情成立專門委員會；並

（七） 提交每個財年的經審計帳目，由理事會批准。

第二十七條 董事會：程序

一、 董事會應根據銀行業務需要，全年定期召開會議。董事會在非常駐基礎上運作，除非理事會依照第二十八條規定經超級多數投票通過，另行做出決定。董事會主席或三名董事提出要求，即可召開董事會會議。

二、 當出席會議的董事人數超過半數，且其代表的投票權不低於成員總投票權的三分之二時，即構成任何董事會會議的法定人數。

三、 理事會應訂立規章，允許沒有董事席位的成員，在董事會審議對該國有特別影響的事項時，可指派一名代表出席會議，但無投票權。

四、 董事會應建立議事程序，允許董事會通過電子方式召開會議或者通過非會議方式對某一事項進行投票。

第二十八條 投票

一、 每個成員的投票權總數是基本投票權、股份投票權以及創始成員享有的創始成員投票權的總和。

（一） 每個成員的基本投票權是全體成員基本投票權、股份投票權和創始成員投票權總和的百分之十二在全體成員中平均分配的結果。

（二） 每個成員的股份投票權與該成員持有的銀行股份數相當。

（三） 每個創始成員均享有六百票創始成員投票權。

如成員不能依照第六條足額繳付其任何到期的實繳股份金額，在全部繳清之前，其所能行使的投票權將等比例減少，減少比例為到期未繳金

額與該成員實繳股份總面值的百分比。

二、 理事會進行投票時，每名理事應有權行使其所代表成員的投票權。

（一） 除本協定另有明確規定，理事會討論的所有事項均應由所投投票權的簡單多數決定。

（二） 理事會超級多數投票通過指：理事人數佔理事總人數三分之二以上、且所代表投票權不低於成員總投票權四分之三的多數通過。

（三） 理事會特別多數投票通過指：理事人數佔理事總人數半數以上、且所代表投票權不低於成員總投票權一半的多數通過。

三、 在董事會投票時，每名董事均有權行使選舉其擔任董事的理事所擁有的投票權，以及任何根據附件二將投票權委派給其的理事擁有的投票權。

（一） 有權代表一個以上成員投票的董事可代表這些成員分開投票。

（二） 除本協定另有明確規定外，董事會討論的所有問題，均應由所投投票權的簡單多數決定。

第二十九條 行長

一、 理事會通過公開、透明、擇優的程序，依照第二十八條規定，經超級多數投票通過選舉銀行行長。行長應是域內成員國的國民。任職期間，行長不得兼任理事、董事或副理事、副董事。

二、 行長任期五年，可連選連任一次。理事會可依照第二十八條規定經超級多數投票通過，決定中止或解除行長職務。

（一） 若行長職位不論任何原因在任期結束前出缺，理事會應任命一名代理行長暫時履行行長職責，或依照本條第一款的規定，選舉一名新行長。

三、 行長擔任董事會主席，無投票權，僅在正反票數相等時擁有決定票。行長可參加理事會會議，但無投票權。

四、 行長是銀行的法人代表，是銀行的最高管理人員，應在董事會指導下開展銀行日常業務。

第三十條 銀行高級職員與普通職員

一、 董事會應按照公開、透明和擇優的程序，根據行長推薦任命一名或多名副行長。副行長的任期、行使的權力及其在銀行管理層中的職責可由董事會決定。在行長出缺或不能履行職責時，應由一名副行長行使行長的權力，履行行長的職責。

二、 根據董事會批准的規章，行長負責銀行所有高級職員與普通職員的組織、任命與解僱，上述第一款規定的副行長職位除外。

三、 在任命高級職員和普通職員及推薦副行長時，行長應以確保效率與技術能力達到最高標準為重要前提，適當考慮在儘可能廣泛的區域地理範圍內招聘人員。

第三十一條 銀行的國際性

一、 銀行不得接受可能對其宗旨或職能產生任何損害、限制、歪曲或改變的特別基金、貸款或資助。

二、 銀行及其行長、高級職員和普通職員不得干預任何成員的政治事務，也不得在決策時受任何成員政治特性的影響。決策只應考慮經濟因

素。上述考慮應不偏不倚，以實現和落實銀行的宗旨和職能。

三、 銀行行長、高級職員和普通職員在任職期間，完全對銀行負責，而不對任何其他當局負責。銀行每個成員都應尊重此項職責的國際性，在上述人員履行職責時，不得試圖對其施加影響。

第六章 一般規定

第三十二條 銀行辦公室

一、 銀行總部設在中華人民共和國北京市。

二、 銀行可在其他地方建立機構或辦公室。

第三十三條 溝通渠道；存託機構

一、 每個成員都應指定一個合適的官方實體，以便銀行通過該實體與成員就本協定下的任何問題進行溝通。

二、 每個成員都應指定其中央銀行或其他經成員與銀行雙方認可的類似機構作為存託機構，銀行可將其持有的該成員貨幣資金及銀行的其他資產存託於該機構。

三、 銀行可依照董事會決定將其資產存託於上述存託機構。

第三十四條 報告與信息

一、 銀行的工作語言為英語，銀行在做出所有決定和依照本協定第五十四條規定進行解釋時，應以本協定英語文本為準。

二、成員應向銀行提供銀行為履行職能而合理要求成員提供的信息。

三、 銀行應向其成員發送包括經審計帳目報表的年度報告，並應公佈上述報告。銀行還應每季度向其成員發送銀行財務狀況總表及損益表，說明其業務經營狀況。

四、 銀行應制定信息披露政策，以推動提高業務透明度。在銀行認為對履行其宗旨與職能有益的情況下，可公佈相關報告。

第三十五條 與成員及國際組織的合作

一、 銀行應與所有成員保持緊密合作，並在本協定條款範圍內以其認為合適的方式，與其他國際金融機構及參與本地區經濟發展或銀行業務領域的國際機構緊密合作。

二、 為實現與本協定一致的宗旨，經董事會批准，銀行可與此類組織締結合作安排。

第三十六條 指稱

一、 本協定中凡提及“條款”或“附件”，除非另外說明，皆指稱本協定的條款和附件。

二、 本協定中對具體性別的指稱，同等適用於任何性別。

第七章 成員退出和資格中止

第三十七條 成員退出

一、 任何成員均可隨時以書面形式通知銀行總部退出銀行。

二、 自通知指明的日期起，但該日期不得早於銀行收到該通知之日起六（6）個月內，該成員退出即應生效，該成員之成員資格即應終止。但

在退出最終生效前，該成員可隨時以書面形式通知銀行撤回其退出意向通知。

三、 正在履行退出程序的成員對其在遞交退出通知之日對銀行負有的所有直接與或有債務繼續負有責任。如退出最終生效，則該成員對銀行在收到退出通知之日以後開展業務所引發的債務不承擔任何責任。

第三十八條 成員資格中止

一、 成員如不履行其對銀行的義務，理事會可依照第二十八條規定經超級多數投票通過，中止其成員資格。

二、 中止滿一年後，該成員的銀行成員資格自動終止，除非理事會在此一年內依照第二十八條規定經超級多數投票通過，同意恢復該成員的成員資格。

三、 在成員資格中止期間，該成員除退出權外，無權行使本協定規定的任何權利，但將繼續承擔其全部義務。

第三十九條 帳目清算

一、 在成員資格終止之日後，該成員繼續對其對銀行的直接債務承擔責任，並對成員資格終止前與銀行所簽訂的貸款、擔保、股權投資或依照第十一條第二款第（六）項規定的其他融資方式（以下簡稱“其他融資”）合同中尚未償清部分形成的或有債務承擔責任。但對成員資格終止後銀行開展的貸款、擔保、股權投資或其他融資不再承擔債務責任，也不再分享銀行收入或分擔其支出。

二、 在終止成員資格時，銀行應依照本條第三款和第四款規定，對回購該國股份做出安排，作為與其清算帳目的一部分。為此，股份回購價

格應是該國終止成員資格當日銀行帳面所顯示之價值。

三、 銀行依照本條回購股份時，應按照以下條件進行：

（一） 在該國、其中央銀行或其機構、單位或行政部門作為借款人、擔保人或其他合同方仍對銀行的股權投資或其他融資負有責任時，銀行應從應付給該國的股份回購資金中予以扣除，並在此類債務到期時有權用所扣款項做出抵償。但不得對該國因本協定第六條第三款規定的待繳股份所形成的或有負債扣留款項。因回購股份而應付給成員的款項，在任何情況下都只能在該國終止成員資格六個月之後方予支付。

（二） 按照本條第二款規定的股份回購價格回購股份時，當應付給成員國的金額超過本款第（一）項中所指的到期應償還貸款、擔保、股權投資和其他融資的負債總額時，超出部分可在收到該國的相應股票憑證後隨時支付，直至該國收回其股份回購的全部款項。

（三） 付款使用的貨幣，由銀行綜合考慮其財務狀況後決定。

（四）在成員資格終止之日，該國仍持有的對銀行任何未償清貸款、擔保、股權投資或其他融資，如蒙受損失且損失金額超過資格終止當日銀行計提的損失準備金金額，應銀行要求，該國應交還確定回購金額時如考慮上述損失而應相應減少的回購金額部分。此外，該國應依照本協定第六條第三款繼續對該國認繳股份中未繳付部分承擔繳付責任，其應繳付款額，與銀行決定股份回購價格時如出現資本虧損且要求所有成員繳付待繳股份情況下的款額相同。

四、 如銀行在任何國家終止成員資格後的六個月內，依照本協定第四十一條終止業務，該國的一切權利應依照本協定第四十一至四十三條中的規定予以確定。對上述規定而言，該國仍應被視作成員，但無投票權。

第八章 銀行業務中止與終止

第四十條 業務暫時中止

在緊急情況下，董事會在等待理事會做出進一步考慮和採取進一步行動之前，可暫停發放新的貸款、擔保、股權投資和依照第十一條第二款第（六）項開展的其他形式的融資業務。

第四十一條 業務終止

一、 依照第二十八條規定，經理事會超級多數投票通過決議，銀行可終止銀行業務。

二、 業務終止後，除有序變賣、保護和保存資產以及清償債務相關的活動外，銀行應立即停止一切活動。

第四十二條 成員債務與債權支付

一、 銀行終止業務後，所有成員應繼續承擔對銀行待繳股本的認繳責任以及因成員貨幣貶值導致的債務，直至債權人的所有債權，包括或有債權，都已全部清償為止。

二、 持有直接債權的所有債權人應首先從銀行資產中得到償付，然後從銀行應收款項或未繳及待繳股本金中償付。在對持有直接債權的債權人進行任何償付之前，董事會應根據自身判斷做出必要的安排，確保所有直接債權和或有債權持有人按比例得到償付。

第四十三條 資產分配

一、 基於各成員認繳的銀行股本分配資產，必須：

（一） 在對債權人的所有負債清償完畢或做出安排之後方可進行；並且

（二） 理事會依照第二十八條規定，經超級多數投票通過，決定進行上述分配。

二、 銀行向成員分配資產，應與各成員持有的股本成比例，並應在銀行認為公正平等的時間和條件下生效。各種資產類型間的分配比例不必一致。任何成員在結清對銀行的所有債務之前，無權獲得資產分配。

三、 任何成員依照本條獲得資產分配時，其對所分配資產享有的權利，應與分配前銀行對這些資產享有的權利相同。

第九章 法律地位、豁免權、特權及免稅權

第四十四條 本章目的

一、 為使銀行能有效地實現其宗旨，履行其所擔負的職責，銀行在各成員境內享有本章所規定的法律地位、豁免權、特權及免稅權。

二、 各成員應迅速採取必要的行動，使本章各項規定在其境內生效，並將已採取的行動通知銀行。

第四十五條 銀行法律地位

銀行具有完整的法律人格，特別是具備以下完整的法律能力：

（一） 簽訂合同；

（二） 取得與處置動產和不動產；

（三） 提起和應對法律訴訟；

（四） 為實現宗旨和開展活動採取的其他必要或有用的行動。

第四十六條 司法程序豁免

一、 銀行對一切形式的法律程序均享受豁免，但銀行為籌資而通過借款或其他形式行使的籌資權、債務擔保權、買賣或承銷債券權而引起的案件，或者與銀行行使這些權力有關的案件，銀行不享有豁免。凡屬這類案件，在銀行設有辦公室的國家境內，或在銀行已任命代理人專門接受訴訟傳票或通知的國家境內，或者在已發行或擔保債券的國家境內，可向有充分管轄權的主管法院對銀行提起訴訟。

二、 儘管有本條第一款的各項規定，但任何成員、成員的任何代理機構或執行機構、任何直接或間接代表一個成員或成員的機構或單位的實體或個人、任何直接或間接從成員或成員的機構或單位獲得債權的實體或個人，均不得對銀行提起訴訟。成員應採用本協定、銀行的細則及各種規章或與銀行簽訂的合同中可能規定的特別程序，來解決銀行與成員之間的爭端。

三、 銀行的財產和資產，不論在何地和由何人所持有，在對銀行做出最後裁決之前，均不得施以任何形式的沒收、查封或強制執行。

第四十七條 資產和檔案的豁免

一、 銀行的財產和資產，不論在何地和由何人所持有，均應免於任何行政或司法的搜查、徵用、充公、沒收或任何其他形式的佔用或禁止贖回。

二、 銀行的檔案及屬於銀行或由銀行持有的所有文件，不論存放於何地和由何人持有，均不得侵犯。

第四十八條 資產免受限制

在有效實施銀行宗旨和職能所需範圍內，並在遵照本協定規定的情況下，銀行的一切財產和資產不受任何性質的限制、管理、管制和延緩償付的約束。

第四十九條 通訊特權

成員給予銀行的官方通訊待遇，應與其給予其他成員的官方通訊待遇相同。

第五十條 銀行高級職員和普通職員的豁免與特權

銀行的全體理事、董事、副理事、副董事、行長、副行長及高級職員和普通職員，包括為銀行履行職能或提供服務的專家和諮詢顧問，應享有以下豁免和特權：

（一） 對於其以公務身份從事的行為應享有法律程序的豁免，除非銀行主動放棄此項豁免，且其持有的官方文件、文檔和記錄不可侵犯；

（二） 若其不是所在國公民或國民，則其在入境限制、外國人登記要求和國民服役方面享有豁免權，並在外匯管制方面享有該成員給予其他成員同等級別的代表、官員和職員的同樣的便利；

（三） 在差旅期間享受的便利應與該成員給予其他成員同等級別的代表、官員和職員的待遇相同。

第五十一條 稅收免除

一、銀行及其根據本協定擁有的資產、財產、收益、業務和交易，應免除一切稅收和關稅，並應免除銀行繳納、代扣代繳或徵收任何稅收或關稅的義務。

二、 對銀行給付董事、副董事、行長、副行長以及其他高級職員和

普通職員，包括為銀行履行職能或提供服務的專家和諮詢顧問的薪資、報酬和費用不予徵稅。除非成員在遞交批准書、接受書或核准書時，聲明該成員及其行政部門對銀行向該成員公民或國民支付的薪資和報酬保留徵稅的權利。

三、 對於銀行發行的任何債券或證券，包括與此有關的紅利和利息，不論由何人持有，均不得因下列原因而徵收任何種類的稅收：

（一） 僅因為此類債券或證券是由銀行發行而加以歧視；或

（二） 僅以該項債券或證券的發行、兌付或支付的地點或所使用的貨幣種類，或因銀行設立辦公室或開展業務的地點為行使稅收管轄權的唯一依據而徵稅。

四、 對於銀行擔保的任何債券或證券，包括有關的紅利和利息，不論由何人持有，均不得因下列原因而徵收任何種類的稅收：

（一） 僅因為此類債券或證券是由銀行擔保而加以歧視；或

（二） 僅以銀行設立辦公室或開展業務的地點為行使稅收管轄權的唯一依據而徵稅。

第五十二條 放棄豁免

一、 銀行可自行決定在任何情況或事例中，以其認為最有利於銀行的方式和條件，放棄本章賦予其的任何特權、豁免和免稅權。

第十章 修改、解釋和仲裁

第五十三條 修改

一、 本協定只有在理事會依照第二十八條規定經超級多數投票通過決議後方可進行修改。

二、 雖有本條第一款的規定，但對以下各項的修改須經理事會全票通過後方可進行：

（一） 退出銀行的權利；

（二） 第七條第三款和第四款規定的對負債的各種限制；及

（三） 第五條第四款規定的關於購買股本的各項權利。

三、 有關本協定的任何修改建議，不論是由成員還是董事會提出，均應送交理事會主席，再由其提交理事會。相關修訂一經通過，銀行應以正式函件形式通知所有成員。該修訂也將於正式函件發出之日起三個月後對所有成員生效，但理事會在正式函件中另外有規定者不受此限。

第五十四條 解釋

一、 成員與銀行之間或成員之間在解釋或實施本協定規定發生疑問時，應提交董事會決定。如董事會審議的問題與某個成員有特殊關係而董事會無該成員國籍的董事時，該成員有權派代表直接參加董事會會議，但該代表沒有投票權。該代表的權利應由董事會規定。

二、 董事會做出本條第一款下的決定後，任何成員仍可要求將問題提交理事會討論，由理事會做出最終裁決。在理事會做出裁決之前，如果銀行認為必要，可根據董事會的決定行事。

第五十五條 仲裁

在銀行與已終止成員資格的國家之間，或者在銀行通過終止銀行業務的決議之後銀行與成員之間發生爭議，應提交由三名仲裁員組成的法庭進行仲裁。仲裁員中，一名由銀行任命；一名由涉事國家任命；除雙方另有協定外，第三名由國際法院院長或銀行理事會通過的規章中規定的其他當局指定。仲裁員以簡單多數做出決定，該仲裁決定為最終裁決，對雙方均有約束力。雙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。

第五十六條 默許同意

除本協定第五十三條第二款所列情況之外，銀行採取任何行動前，如需徵得任何成員同意，應將擬議中的行動通知該成員。如該成員未在銀行通知中規定的合理時間內提出反對意見，即應視為業已獲得該成員的同意。

第十一章 最後條款

第五十七條 簽署和保存

一、 本協定由中華人民共和國政府（以下簡稱“保存人”）保存，本協定附件一所列各國政府應在二〇一五年十二月三十一日前完成簽署。

二、 保存人應將本協定經過核定無誤的副本寄給所有簽署方及其他已成為銀行成員的國家。

第五十八條 批准、接受或核准

一、 本協定須經簽署方批准、接受或核准。批准書、接受書或核准書應於二〇一六年十二月三十一日之前向保存人交存，或如有必要，在理

事會依照本協定第二十八條規定經特別多數投票通過的稍晚日期之前向保存人交存。保存人應及時將每次交存及交存日期通知其他簽署方。

二、 在本協定生效日之前交存批准書、接受書或核准書的簽署方，在協定生效之日成為銀行成員。任何其他履行本條第一款規定的簽署方，在交存批准書、接受書或核准書之日起成為銀行成員。

第五十九條 生效

至少有十個簽署方已交存批准書、接受書或核准書，且簽署方在本協定附件一列出初始認繳股本的加總數額不少於認繳股本總額的百分之五十，本協定即告生效。

第六十條 首次會議和開業

一、 本協定一經生效，每個成員均應任命一名理事，保存人應即召集首次理事會會議。

二、 在首次會議上，理事會應：

（一） 選舉行長；

（二） 依照本協定第二十五條第一款規定選舉銀行董事，考慮到成員數量和尚未成為成員的簽署方數量，理事會可決定，在最初不超過兩年的時間內，選舉較少數量的董事。

（三） 對銀行開業日期做出安排；及

（四） 為準備銀行開業做出其他必要安排。

三、 銀行應將其開業日期通知各成員。

本協定於二〇一五年六月二十九日在中華人民共和國北京簽署，僅一份正本，交存保存人；文本分別以英文、中文和法文寫成，同等作準。

附件一

依照第五十八條可成為銀行成員的國家法定股本初始認繳額

	股份數量	認繳股本 （單位：百萬美元）
第一部分：域內成員		
澳大利亞	36,912	3,691.2
阿塞拜疆	2,541	254.1
孟加拉國	6,605	660.5
文萊	524	52.4
柬埔寨	623	62.3
中國	297,804	29,780.4
格魯吉亞	539	53.9
印度	83,673	8,367.3
印度尼西亞	33,607	3,360.7
伊朗	15,808	1,580.8
以色列	7,499	749.9
約旦	1,192	119.2

哈薩克斯坦	7,293	729.3
韓國	37,388	3,738.8
科威特	5,360	536.0
吉爾吉斯斯坦	268	26.8
老撾	430	43.0
馬來西亞	1,095	109.5
馬爾代夫	72	7.2
蒙古	411	41.1
緬甸	2,645	264.5
尼泊爾	809	80.9
新西蘭	4,615	461.5
阿曼	2,592	259.2
巴基斯坦	10,341	1,034.1
菲律賓	9,791	979.1
卡塔爾	6,044	604.4
俄羅斯	65,362	6,536.2
沙特阿拉伯	25,446	2,544.6

新加坡	2,500	250.0
斯里蘭卡	2,690	269.0
塔吉克斯坦	309	30.9
泰國	14,275	1,427.5
土耳其	26,099	2,609.9
阿聯酋	11,857	1,185.7
烏茲別克斯坦	2,198	219.8
越南	6,633	663.3
未分配股份	16,150	1,615.0
合計	**750,000**	**75,000.0**
第二部分：域外成員		
奧地利	5,008	500.8
巴西	31,810	3,181.0
丹麥	3,695	369.5
埃及	6,505	650.5
芬蘭	3,103	310.3
法國	33,756	3,375.6

德國	44,842	4,484.2
冰島	176	17.6
意大利	25,718	2,571.8
盧森堡	697	69.7
馬耳他	136	13.6
荷蘭	10,313	1,031.3
挪威	5,506	550.6
波蘭	8,318	831.8
葡萄牙	650	65.0
南非	5,905	590.5
西班牙	17,615	1,761.5
瑞典	6,300	630.0
瑞士	7,064	706.4
英國	30,547	3,054.7
未分配股份	2,336	233.6
合計	**250,000**	**25,000.0**
總計	**1,000,000**	**100,000.0**

附件二

選舉董事

理事會應依照以下規定制定歷次董事的選舉規則：

一、 **選區**：每個選區的董事應代表一個或多個成員。每個選區的投票權總數應包括該選區董事依照本協定第二十八條第三款規定所享有的所有投票權。

二、 **選區投票權**：在每次選舉中，理事會應為即將由域內理事選出的董事（域內董事）所代表的域內選區設定最低選區投票權百分比，為即將由域外理事選出的董事（域外董事）所代表的域外選區設定最低選區投票權百分比。

（一） 域內董事當選的最低百分比，應為其享有的投票權佔代表域內成員參與投票的理事（域內理事）投票權總數的一定百分比。域內董事當選的初始最低百分比為 6%。

（二） 域外董事當選的最低百分比，應為其享有的投票權佔代表域外成員參與投票的理事（域外理事）投票權總數的一定百分比。域外董事當選的初始最低百分比為 15%。

三、 **調整百分比**：如需依照下述第七段規定進行多輪投票，為調整不同選區的投票權，理事會應在每次選舉時，分別為域內董事和域外董事設定當選的調整百分比。每個調整百分比應高於其相對應的最低百分比。

（一） 域內董事的調整百分比應設定為其享有的投票權佔域內理事投票權總數的一定百分比。域內董事當選的初始調整百分比為 15%。

（二） 域外董事的調整百分比，應設定為其享有的投票權佔域外理

事投票權總數的一定百分比。域外董事當選的初始調整百分比為 60%。

四、 **候選人數量**：每次選舉時，理事會應依照本協定第二十五條第二款決定的董事會規模和組成，確定域內董事和域外董事的數量。

（一） 域內董事的初始數量為九名。

（二） 域外董事的初始數量為三名。

五、 **提名**：每位理事只能提名一人。域內董事的候選人應由域內理事提名，域外董事的候選人應由域外理事提名。

六、 **投票**：依照本協定第二十八條第一款規定，每位理事應將其所代表成員的全部投票權投予一個候選人。域內董事應由域內理事投票選出。域外董事應由域外理事投票選出。

七、 **第一輪投票**：在第一輪投票中，得票最多且達到選舉董事票數要求的候選人當選為董事，為此，候選人所得票數應達到適用的最低百分比要求。

（一） 如果在第一輪投票中，沒有選舉出規定數量的董事，且候選人數量等於待選出董事的數量，理事會應就後續行動做出決定，視情完成域內董事或域外董事的選舉。

八、 **後續投票**：如果在第一輪投票中沒有選舉出規定數量的董事，且候選人數量多於待選出董事的數量，應繼續進行必要輪次投票。後續的投票規則如下：

（一） 在前一輪投票中得票最少的候選人，不再參加下輪投票。

（二） 可進行投票的只有：（1）在上一輪投票中，所投候選人沒有當選的理事；（2）所投候選人當選，但依照下述第（三）點，其所投票數

使該當選者所得票數超過適用的調整百分比的理事。

（三） 應按照票數降序，將每位候選人得到的理事票數依次加總，直至超過適用的調整百分比。被計入該投票權加總計算的理事，應被認為將其所有投票權投予該董事，包括其投票使該候選人所得總票數超過調整百分比的理事。沒有計入該投票權加總計算的理事，應被認為使得候選人所得票數超過調整百分比，這些理事的投票權不應計入對該候選人的投票。這些理事可以在下一輪選舉中進行投票。

（四） 如果在接下來的投票中，只剩下一名董事未選出，可用所有剩餘的票數以簡單多數的方式進行選舉。這些剩餘的票數應被視為全部投予最後一名選出的董事。

九、 **委派投票**：任何沒有參加選舉投票的理事，或者其投票沒有計入當選董事票數的理事，可在徵得選舉某當選董事的所有理事同意後，將其投票權委派給該董事。

十、 **創始成員特權**：理事在提名董事和進行投票時，以及董事在任命副董事時應尊重以下原則，即每個創始成員應有權在其選區內永久擔任或輪流擔任董事或副董事。

Asian Infrastructure Investment Bank

Articles of Agreement

The countries on whose behalf the present Agreement is signed agree as follows:

CONSIDERING the importance of regional cooperation to sustain growth and promote economic and social development of the economies in Asia and thereby contribute to regional resilience against potential financial crises and other external shocks in the context of globalization;

ACKNOWLEDGING the significance of infrastructure development in expanding regional connectivity and improving regional integration, thereby promoting economic growth and sustaining social development for the people in Asia, and contributing to global economic dynamism;

REALIZING that the considerable long-term need for financing infrastructure development in Asia will be met more adequately by a partnership among existing multilateral development banks and the Asian Infrastructure Investment Bank (hereinafter referred to as the "Bank");

CONVINCED that the establishment of the Bank as a multilateral financial institution focused on infrastructure development will help to mobilize much needed additional resources from inside and outside Asia and to remove the financing bottlenecks faced by the individual economies in Asia, and will complement the existing multilateral development banks, to promote sustained and stable growth in Asia;

HAVE AGREED to establish the Bank, which shall operate in accordance with the following:

Chapter I

PURPOSE, FUNCTIONS AND MEMBERSHIP

Article 1 Purpose

1. The purpose of the Bank shall be to: (i) foster sustainable economic development, create wealth and improve infrastructure connectivity in Asia by investing in infrastructure and other productive sectors; and (ii) promote regional cooperation and partnership in addressing development challenges by working in close collaboration with other multilateral and bilateral development institutions.

2. Wherever used in this Agreement, references to "Asia" and "region" shall include the geographical regions and composition classified as Asia and Oceania by the United Nations, except as otherwise decided by the Board of Governors.

Article 2 Functions

To implement its purpose, the Bank shall have the following functions:

(i) to promote investment in the region of public and private capital for development purposes, in particular for development of infrastructure and other productive sectors;

(ii) to utilize the resources at its disposal for financing such development in the region, including those projects and programs which will contribute most effectively to the harmonious economic growth of the region as a whole and having special regard to the needs of less developed members in the region;

(iii) to encourage private investment in projects, enterprises and activities contributing to economic development in the region, in particular in infrastructure and other productive sectors, and to supplement private investment when private capital is not available on reasonable terms and conditions; and

(iv) to undertake such other activities and provide such other services as may further these functions.

Article 3 Membership

1. Membership in the Bank shall be open to members of the International Bank for Reconstruction and Development or the Asian Development Bank.

(a) Regional members shall be those members listed in Part A of Schedule A and other members included in the Asia region in accordance with paragraph 2 of Article 1. All other members shall be non-regional members.

(b) Founding Members shall be those members listed in Schedule A which, on or before the date specified in Article 57, shall have signed this Agreement and shall have fulfilled all other conditions of membership before the final date specified under paragraph 1 of Article 58.

2. Members of the International Bank for Reconstruction and Development or the Asian Development Bank which do not become members in accordance with Article 58 may be admitted, under such terms and conditions as the Bank shall determine, to membership in the Bank by a Special Majority vote of the Board of Governors as provided in Article 28.

3. In the case of an applicant which is not sovereign or not responsible for the conduct of its international relations, application for membership in the Bank shall be presented or agreed by the member of the Bank responsible for its international relations.

CHAPTER II

CAPITAL

Article 4 Authorized Capital

1. The authorized capital stock of the Bank shall be one hundred billion United States dollars ($100,000,000,000), divided into one million (1,000,000) shares having a par value of 100,000 dollars ($100,000) each, which shall be available for subscription only by members in accordance with the provisions of Article 5.

2. The original authorized capital stock shall be divided into paid-in shares and callable shares. Shares having an aggregate par value of twenty billion dollars ($20,000,000,000) shall be paid-in shares, and shares having an aggregate par value of eighty billion dollars ($80,000,000,000) shall be callable.

3. The authorized capital stock of the Bank may be increased by the Board of Governors by a Super Majority vote as provided in Article 28, at such time and under such terms and conditions as it may deem advisable, including the proportion between paid-in and callable shares.

4. The term "dollar" and the symbol "$" wherever used in this Agreement shall be understood as being the official currency of payment of the United States of America.

Article 5 Subscription of Shares

1. Each member shall subscribe to shares of the capital stock of the Bank. Each subscription to the original authorized capital stock shall be for paid-in shares and callable shares in the proportion two (2) to eight (8). The initial number of shares available to be subscribed by countries which become members in accordance with Article 58 shall be that set forth in Schedule A.

2. The initial number of shares to be subscribed by countries which are admitted to membership in accordance with paragraph 2 of Article 3 shall be determined by the Board of Governors; provided, however, that no such subscription shall be authorized which would have the effect of reducing the percentage of capital stock held by regional members below seventy-five (75) per cent of the total subscribed capital stock, unless otherwise agreed by the Board of Governors by a Super Majority vote as provided in Article 28.

3. The Board of Governors may, at the request of a member, increase the subscription of such member on such terms and conditions as the Board may determine by a Super Majority vote as provided in Article 28; provided, however, that no such increase in the subscription of any member shall be authorized which would have the effect of reducing the percentage of capital stock held by regional members below seventy-five (75) per cent of the total subscribed capital stock, unless otherwise agreed by the Board of Governors by a Super Majority vote as provided in Article 28.

4. The Board of Governors shall at intervals of not more than five (5) years review the capital stock of the Bank. In case of an increase in the authorized capital stock, each member shall have a reasonable opportunity to subscribe, under such terms and conditions as the Board of Governors shall determine, to a proportion of the increase of stock equivalent to the proportion which its stock theretofore subscribed bears to the total subscribed capital stock immediately prior to such increase. No member shall be obligated to subscribe to any part of an increase of capital stock.

Article 6 Payment of Subscriptions

1. Payment of the amount initially subscribed by each Signatory to this Agreement which becomes a member in accordance with Article 58 to the paid-in capital stock of the Bank shall be made in five (5) installments, of twenty (20) per cent each of such amount, except as provided in paragraph 5 of this Article. The first installment shall be paid by each member within thirty (30) days after entry into force of this Agreement, or on or before the date of deposit on its behalf of its instrument of ratification, acceptance or approval in accordance with paragraph 1 of Article 58, whichever is later. The second installment shall become due one (1) year from the entry into force of this Agreement. The remaining three (3) installments shall become due successively one (1) year from the date on which the preceding installment becomes due.

2. Each installment of the payment of initial subscriptions to the original paid-in capital stock shall be paid in dollars or other convertible currency, except as provided in paragraph 5 of this Article. The Bank may at any time convert such payments into dollars. All rights, including voting rights, acquired in respect of paid-in and associated callable shares for which such payments are due but have not been received shall be suspended until full payment is received by the Bank.

3. Payment of the amount 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 liabilities. In the event of such a call, payment may be made at the option of the member in dollars or in the currency required to discharge the obligations of the Bank for the purpose of which the call is made. Calls on unpaid subscriptions shall be uniform in percentage on all callable shares.

4. The Bank shall determine the place for any payment under this Article, provided that, until the inaugural meeting of the Board of Governors, the payment of the first installment referred to in paragraph 1 of this Article shall be made to the Government of the People's Republic of China, as Trustee for the Bank.

5. A member considered as a less developed country for purposes of this paragraph may pay its subscription under paragraphs 1 and 2 of this Article, as an alternative, either:

(a) entirely in dollars or other convertible currency in up to ten (10) installments, with each such installment equal to ten (10) percent of the total amount, the first and second installments due as provided in paragraph 1, and the third through tenth installments due on the second and subsequent anniversary dates of the entry into force of this Agreement; or

(b) with a portion in dollars or other convertible currency and a portion of up to fifty (50) per cent of each installment in the currency of the member, following the schedule of installments provided in paragraph 1 of this Article. The following provisions shall apply to payments under this sub-paragraph (b):

(i) The member shall advise the Bank at the time of subscription under paragraph 1 of this Article of the proportion of payments to be made in its own currency.

(ii) Each payment of a member in its own currency under this paragraph 5 shall be in such amount as the Bank determines to be equivalent to the full value in terms of dollars of the portion of the subscription being paid. The initial payment shall be in such amount as the member considers appropriate hereunder but shall be subject to such adjustment, to be effected within ninety (90) days of the date on which such payment was due, as the Bank shall determine to be necessary to constitute the full dollar equivalent of such payment.

(iii) Whenever in the opinion of the Bank, the foreign exchange value of a member's currency has depreciated to a significant extent, that member shall pay to the Bank within a reasonable time an additional amount of its currency required to maintain

the value of all such currency held by the Bank on account of its subscription.

(iv) Whenever in the opinion of the Bank, the foreign exchange value of a member's currency has appreciated to a significant extent, the Bank shall pay to that member within a reasonable time an amount of that currency required to adjust the value of all such currency held by the Bank on account of its subscription.

(v) The Bank may waive its rights to payment under sub-paragraph (iii) and the member may waive its rights to payment under sub-paragraph (iv).

6. The Bank shall accept from any member paying its subscription under sub-paragraph 5 (b) of this Article promissory notes or other obligations issued by the Government of the member, or by the depository designated by such member, in lieu of the amount to be paid in the currency of the member, provided such amount is not required by the Bank for the conduct of its operations. Such notes or obligations shall be non-negotiable, non-interest-bearing, and payable to the Bank at par value upon demand.

Article 7 Terms of Shares

1. Shares of stock initially subscribed by members shall be issued at par. Other shares shall be issued at par unless the Board of Governors by a Special Majority vote as provided in Article 28 decides in special circumstances to issue them on other terms.

2. Shares of stock shall not be pledged or encumbered in any manner whatsoever, and they shall be transferable only to the Bank.

3. The liability of the members on shares shall be limited to the unpaid portion of their issue price.

4. No member shall be liable, by reason of its membership, for obligations of the Bank.

Article 8 Ordinary Resources

As used in this Agreement, the term "ordinary resources" of the Bank shall include the following:

(i) authorized capital stock of the Bank, including both paid-in and callable shares, subscribed pursuant to Article 5;

(ii) funds raised by the Bank by virtue of powers conferred by paragraph 1 of Article 16, to which the commitment to calls provided for in paragraph 3 of Article 6 is applicable;

(iii) funds received in repayment of loans or guarantees made with the resources indicated in sub-paragraphs (i) and (ii) of this Article or as returns on equity investments and other types of financing approved under sub-paragraph 2 (vi) of Article 11 made with such resources;

(iv) income derived from loans made from the aforementioned funds or from guarantees to which the commitment to calls set forth in paragraph 3 of Article 6 is applicable; and

(v) any other funds or income received by the Bank which do not form part of its Special Funds resources referred to in Article 17 of this Agreement.

CHAPTER III

OPERATIONS OF THE BANK

Article 9 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 1 and 2, and in accordance with sound banking principles.

Article 10 Ordinary and Special Operations

1. The operations of the Bank shall consist of:

(i) ordinary operations financed from the ordinary resources of the Bank, referred to in Article 8; and

(ii) special operations financed from the Special Funds resources referred to in Article 17.

The two types of operations may separately finance elements of the same project or program.

2. The ordinary 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 separately from each other. The financial statements of the Bank shall show the ordinary operations and special operations separately.

3. The ordinary 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 Funds resources were originally used or committed.

4. Expenses appertaining directly to ordinary operations shall be charged to the ordinary resources of the Bank. Expenses appertaining directly to special operations shall be charged to the Special Funds resources. Any other expenses shall be charged as the Bank shall determine.

Article 11 Recipients and Methods of Operation

1. (a) The Bank may provide or facilitate financing to any member, or any agency, instrumentality or political subdivision thereof, or any entity or enterprise operating in the territory of a member, as well as to international or regional agencies or entities concerned with economic development of the region.

(b) The Bank may, in special circumstances, provide assistance to a recipient not listed in sub-paragraph (a) above only if the Board of Governors, by a Super Majority vote as provided in Article 28: (i) shall have determined that such assistance is designed to serve the purpose and come within the functions of the Bank and is in the interest of the Bank's membership; and (ii) shall have specified the types of assistance under paragraph 2 of this Article that may be provided to such recipient.

2. The Bank may carry out its operations in any of the following ways:

(i) by making, co-financing or participating in direct loans;

(ii) by investment of funds in the equity capital of an institution or enterprise;

(iii) by guaranteeing, whether as primary or secondary obligor, in whole or in part, loans for economic development;

(iv) by deploying Special Funds resources in accordance with the agreements determining their use;

(v) by providing technical assistance in accordance with Article 15; or

(vi) through other types of financing as may be determined by the Board of Governors, by a Special Majority vote as provided in Article 28.

Article 12 Limitations on Ordinary Operations

1. The total amount outstanding of loans, equity investments, guarantees and other types of financing provided by the Bank in its ordinary operations under sub-paragraphs 2 (i), (ii), (iii) and (vi) of Article 11 shall not at any time be increased, if by such increase the total amount of its unimpaired subscribed capital, reserves and retained earnings included in its ordinary resources would be exceeded. Notwithstanding the provisions of the preceding sentence, the Board of Governors may, by a Super Majority vote as provided in Article 28, determine at any time that, based on the Bank's financial position and financial standing, the limitation under this paragraph may be increased, up to 250% of the Bank's unimpaired subscribed capital, reserves and retained earnings included in its ordinary resources.

2. The amount of the Bank's disbursed equity investments shall not at any time exceed an amount corresponding to its total unimpaired paid-in subscribed capital and general reserves.

Article 13 Operating Principles

The operations of the Bank shall be conducted in accordance with the principles set out below.

1. The Bank shall be guided by sound banking principles in its operations.

2. The operations of the Bank shall provide principally for the financing of specific projects or specific investment programs, for equity investment, and for technical assistance in accordance with Article 15.

3. The Bank shall not finance any undertaking in the territory of a member if that member objects to such financing.

4. The Bank shall ensure that each of its operations complies with the Bank's operational and financial policies, including without limitation, policies addressing environmental and social impacts.

5. In considering an application for financing, the Bank shall pay due regard to the ability of the recipient to obtain financing or facilities elsewhere on terms and conditions that the Bank considers reasonable for the recipient, taking into account all pertinent factors.

6. In providing or guaranteeing financing, the Bank shall pay due regard to the prospects that the recipient and guarantor, if any, will be in a position to meet their obligations under the financing contract.

7. In providing or guaranteeing financing, the financial terms, such as rate of interest and other charges and the schedule for repayment of principal shall be such as are, in the opinion of the Bank, appropriate for the financing concerned and the risk to the Bank.

8. The Bank shall place no restriction upon the procurement of goods and services from any country from the proceeds of any financing undertaken in the ordinary or special operations of the Bank.

9. The Bank shall take the necessary measures to ensure that the proceeds of any financing provided, guaranteed or participated in by the Bank are used only for the purposes for which the financing was granted and with due attention to considerations of economy and efficiency.

10. The Bank shall pay due regard to the desirability of avoiding a disproportionate amount of its resources being used for the benefit of any member.

11. The Bank shall seek to maintain reasonable diversification in its investments in equity capital. In its equity investments, the Bank shall not assume responsibility for managing any entity or enterprise in which it has an investment and shall not seek a controlling interest in the entity or enterprise concerned, except where necessary to safeguard the investment of the Bank.

Article 14 Terms and Conditions for Financing

1. In the case of loans made or participated in or loans guaranteed by the Bank, the contract shall establish, in conformity with the operating principles set forth in Article 13 and subject to the other provisions of this Agreement, the terms and conditions for the loan or the guarantee concerned. In setting such terms and conditions, the Bank shall take fully into account the need to safeguard its income and financial position.

2. Where the recipient of loans or guarantees of loans is not itself a member, the Bank may, when it deems it advisable, require that the member in whose territory the project concerned is to be carried out, or a public agency or any instrumentality of that member acceptable to the Bank, guarantee the repayment of the principal and the payment of interest and other charges on the loan in accordance with the terms thereof.

3. The amount of any equity investment shall not exceed such percentage of the equity capital of the entity or enterprise concerned as permitted under policies approved by the Board of Directors.

4. The Bank may provide financing in its operations in the currency of the country concerned, in accordance with policies that minimize currency risk.

Article 15 Technical Assistance

1. The Bank may provide technical advice and assistance and other similar forms of assistance which serve its purpose and come within its functions.

2. Where expenditures incurred in furnishing such services are not reimbursable, the Bank shall charge such expenditures to the income of the Bank.

CHAPTER IV

FINANCES OF THE BANK

Article 16 General Powers

In addition to the powers specified elsewhere in this Agreement, the Bank shall have the powers set out below.

1. The Bank may raise funds, through borrowing or other means, in member countries or elsewhere, in accordance with the relevant legal provisions.

2. The Bank may buy and sell securities the Bank has issued or guaranteed or in which it has invested.

3. The Bank may guarantee securities in which it has invested in order to facilitate their sale.

4. The Bank may underwrite, or participate in the underwriting of, securities issued by any entity or enterprise for purposes consistent with the purpose of the Bank.

5. The Bank may invest or deposit funds not needed in its operations.

6. The Bank shall ensure that 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.

7. The Bank may establish and administer funds held in trust for other parties, provided such trust funds are designed to serve the purpose and come within the functions of the Bank, under a trust fund framework which shall have been approved by the Board of Governors.

8. The Bank may establish subsidiary entities which are designed to serve the purpose and come within the functions of the Bank, only with the approval of the Board of Governors by a Special Majority vote as provided in Article 28.

9. The Bank may 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 17 Special Funds

1. The Bank may accept Special Funds which are designed to serve the purpose and come within the functions of the Bank; such Special Funds shall be resources of the Bank. The full cost of administering any Special Fund shall be charged to that Special Fund.

2. Special Funds accepted by the Bank may be used on terms and conditions consistent with the purpose and functions of the Bank and with the agreement relating to such Funds.

3. The Bank shall adopt such special rules and regulations as may be required for the establishment, administration and use of each Special Fund. Such rules and regulations shall be consistent with the provisions of this Agreement, except for those provisions expressly applicable only to ordinary operations of the Bank.

4. The term "Special Funds resources" shall refer to the resources of any Special Fund and shall include:

(i) funds accepted by the Bank for inclusion in any Special Fund;

(ii) funds received in respect of loans or guarantees, and the proceeds of any equity investments, financed from the resources of any Special Fund which, under the rules and regulations of the Bank governing that Special Fund, are received by such Special Fund;

(iii) income derived from investment of Special Funds resources; and

(iv) any other resources placed at the disposal of any Special Fund.

Article 18 Allocation and Distribution of Net Income

1. The Board of Governors shall determine at least annually what part of the net income of the Bank shall be allocated, after making provision for reserves, to retained earnings or other purposes and what part, if any, shall be distributed to the members. Any such decision on the allocation of the Bank's net income to other purposes shall be taken by a Super Majority vote as provided in Article 28.

2. The distribution referred to in the preceding paragraph shall be made in proportion to the number of shares held by each member, and payments shall be made in such manner and in such currency as the Board of Governors shall determine.

Article 19 Currencies

1. Members shall not impose any restrictions on currencies, including the receipt, holding, use or transfer by the Bank or by any recipient from the Bank, for payments in any country.

2. Whenever it shall become necessary under this Agreement to value any currency in terms of another or determine whether any currency is convertible, such valuation or determination shall be made by the Bank.

Article 20 Methods of Meeting Liabilities of the Bank

1. In the Bank's ordinary operations, in cases of arrears or default on loans made, participated in, or guaranteed by the Bank, and in cases of losses on equity investment or other types of financing under sub-paragraph 2 (vi) of Article 11, the Bank shall take such action as it deems appropriate. The Bank shall maintain appropriate provisions against possible losses.

2. Losses arising in the Bank's ordinary operations shall be charged:

(i) first, to the provisions referred to in paragraph 1 above;

(ii) second, to net income;

(iii) third, against reserves and retained earnings;

(iv) fourth, against unimpaired paid-in capital; and

(v) last, against an appropriate amount of the uncalled subscribed callable capital which shall be called in accordance with the provisions of paragraph 3 of Article 6.

CHAPTER V
GOVERNANCE

Article 21 Structure

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

Article 22 Board of Governors: Composition

1. Each member shall be represented on the Board of Governors and shall appoint one Governor and one Alternate Governor. Each Governor and Alternate Governor shall serve at the pleasure of the appointing member. No Alternate Governor may vote except in the absence of his principal.

2. At each of its annual meetings, the Board shall elect one of the Governors as Chairman who shall hold office until the election of the next Chairman.

3. Governors and Alternate Governors shall serve as such without remuneration from the Bank, but the Bank may pay them reasonable expenses incurred in attending meetings.

Article 23 Board of Governors: Powers

1. All the powers of the Bank shall be vested in the Board of Governors.

2. The Board of Governors may delegate to the Board of Directors any or all its powers, except the power to:

(i) admit new members and determine the conditions of their admission;

(ii) increase or decrease the authorized capital stock of the Bank;

(iii) suspend a member;

(iv) decide appeals from interpretations or applications of this Agreement given by the Board of Directors;

(v) elect the Directors of the Bank and determine the expenses to be paid for Directors and Alternate Directors and remuneration, if any, pursuant to paragraph 6 of Article 25;

(vi) elect the President, suspend or remove him from office, and determine his remuneration and other conditions of service;

(vii) approve, after reviewing the auditors' report, the general balance sheet and the statement of profit and loss of the Bank;

(viii) determine the reserves and the allocation and distribution of the net profits of the Bank;

(ix) amend this Agreement;

(x) decide to terminate the operations of the Bank and to distribute its assets; and

(xi) exercise such other powers as are expressly assigned to the Board of Governors in this Agreement.

3. The Board of Governors shall retain full power to exercise authority over any matter delegated to the Board of Directors under paragraph 2 of this Article.

Article 24 Board of Governors: Procedure

1. The Board of Governors shall hold an annual meeting and such other meetings as may be provided for by the Board of Governors or called by the Board of Directors. Meetings of the Board of Governors shall be called by the Board of Directors whenever requested by five (5) members of the Bank.

2. A majority of the Governors shall constitute a quorum for any meeting of the Board of Governors, provided such majority represents not less than two-thirds of the total voting power of the members.

3. The Board of Governors shall by regulation establish procedures whereby the Board of Directors may obtain a vote of the Governors on a specific question without a meeting and provide for electronic meetings of the Board of Governors in special circumstances.

4. The Board of Governors, and the Board of Directors to the extent authorized, may establish such subsidiary entities, and adopt such rules and regulations, as may be necessary or appropriate to conduct the business of the Bank.

Article 25 Board of Directors: Composition

1. The Board of Directors shall be composed of twelve (12) members who shall not be members of the Board of Governors, and of whom:

(i) nine (9) shall be elected by the Governors representing regional members; and

(ii) three (3) shall be elected by the Governors representing non-regional members.

Directors shall be persons of high competence in economic and financial matters and shall be elected in accordance with Schedule B. Directors shall represent members whose Governors have elected them as well as members whose Governors assign their votes to them.

2. The Board of Governors shall, from time to time, review the size and composition of the Board of Directors, and may increase or decrease the size or revise the composition as appropriate, by a Super Majority vote as provided in Article 28.

3. Each Director shall appoint an Alternate Director with full power to act for him when he is not present. The Board of Governors shall adopt rules enabling a Director elected by more than a specified number of members to appoint an additional Alternate Director.

4. Directors and Alternate Directors shall be nationals of member countries. No two or more Directors may be of the same nationality nor may any two or more Alternate Directors be of the same nationality. Alternate Directors may participate in meetings of the Board but may vote only when the Alternate Director is acting in place of the Director.

5. Directors shall hold office for a term of two (2) years and may be re-elected.

(a) Directors shall continue in office until their successors shall have been chosen and assumed office.

(b) If the office of a Director becomes vacant more than one hundred and eighty (180) days before the end of his term, a successor shall be chosen in accordance with Schedule B, for the remainder of the term, by the Governors who elected the former Director. A majority of the votes cast by such Governors shall be required for such election. The Governors who elected a Director may similarly choose a successor if the office of a Director becomes vacant one hundred and eighty (180) days or less before the end of his term.

(c) While the office of a Director remains vacant, an Alternate Director of the former Director shall exercise the powers of the latter, except that of appointing an Alternate Director.

6. Directors and Alternate Directors shall serve without remuneration from the Bank, unless the Board of Governors shall decide otherwise, but the Bank may pay them reasonable expenses incurred in attending meetings.

Article 26 Board of Directors: Powers

The Board of Directors shall be responsible for the direction of the general operations of the Bank and, for this purpose, shall, in addition to the powers assigned to it expressly by this Agreement, exercise all the powers delegated to it by the Board of Governors, and in particular:

(i) prepare the work of the Board of Governors;

(ii) establish the policies of the Bank, and, by a majority representing not less than three-fourths of the total voting power of the members, take decisions on major operational and financial policies and on delegation of authority to the President under Bank policies;

(iii) take decisions concerning operations of the Bank under paragraph 2 of Article 11, and, by a majority representing not less than three-fourths of

the total voting power of the members, decide on the delegation of such authority to the President;

(iv) supervise the management and the operation of the Bank on a regular basis, and establish an oversight mechanism for that purpose, in line with principles of transparency, openness, independence and accountability;

(v) approve the strategy, annual plan and budget of the Bank;

(vi) appoint such committees as deemed advisable; and

(vii) submit the audited accounts for each financial year for approval of the Board of Governors.

Article 27 Board of Directors: Procedure

1. The Board of Directors shall meet as often as the business of the Bank may require, periodically throughout the year. The Board of Directors shall function on a non-resident basis except as otherwise decided by the Board of Governors by a Super Majority vote as provided in Article 28. Meetings may be called by the Chairman or whenever requested by three (3) Directors.

2. A majority of the Directors shall constitute a quorum for any meeting of the Board of Directors, provided such majority represents not less than two-thirds of the total voting power of the members.

3. The Board of Governors shall adopt regulations under which, if there is no Director of its nationality, a member may send a representative to attend, without right to vote, any meeting of the Board of Directors when a matter particularly affecting that member is under consideration.

4. The Board of Directors shall establish procedures whereby the Board can hold an electronic meeting or vote on a matter without holding a meeting.

Article 28 Voting

1. The total voting power of each member shall consist of the sum of its basic votes, share votes and, in the case of a Founding Member, its Founding Member votes.

(i) The basic votes of each member shall be the number of votes that results from the equal distribution among all the members of twelve (12) per cent of the aggregate sum of the basic votes, share votes and Founding Member votes of all the members.

(ii) The number of the share votes of each member shall be equal to the number of shares of the capital stock of the Bank held by that member.

(iii) Each Founding Member shall be allocated six hundred (600) Founding Member votes.

In the event a member fails to pay any part of the amount due in respect of its obligations in relation to paid-in shares under Article 6, the number of share votes to be exercised by the member shall, as long as such failure continues, be reduced proportionately, by the percentage which the amount due and unpaid represents of the total par value of paid-in shares subscribed to by that member.

2. In voting in the Board of Governors, each Governor shall be entitled to cast the votes of the member he represents.

(i) Except as otherwise expressly provided in this Agreement, all matters before the Board of Governors shall be decided by a majority of the votes cast.

(ii) A Super Majority vote of the Board of Governors shall require an affirmative vote of two-thirds of the total number of Governors, representing not less than three-fourths of the total voting power of the members.

(iii) A Special Majority vote of the Board of Governors shall require an affirmative vote of a majority of the total number of Governors, representing not less than a majority of the total voting power of the members.

3. In voting in the Board of Directors, each Director shall be entitled to cast the number of votes to which the Governors who elected him are entitled and those to which any Governors who have assigned their votes to him, pursuant to Schedule B, are entitled.

(i) A Director entitled to cast the votes of more than one member may cast the votes for those members separately.

(ii) Except as otherwise expressly provided in this Agreement, all matters before the Board of Directors shall be decided by a majority of the votes cast.

Article 29 The President

1. The Board of Governors, through an open, transparent and merit-based process, shall elect a president of the Bank by a Super Majority vote as provided in Article 28. He shall be a national of a regional member country. The President, while holding office, shall not be a Governor or a Director or an Alternate for either.

2. The term of office of the President shall be five (5) years. He may be re-elected once. The President may be suspended or removed from office when the Board of Governors so decides by a Super Majority vote as provided in Article 28.

(a) If the office of the President for any reason becomes vacant during his term, the Board of Governors shall appoint an Acting President

for a temporary period or elect a new President, in accordance with paragraph 1 of this Article.

3. The President shall be Chairman of the Board of Directors but shall have no vote, except a deciding vote in case of an equal division. He may participate in meetings of the Board of Governors but shall not vote.

4. The President shall be the legal representative of the Bank. He shall be chief of the staff of the Bank and shall conduct, under the direction of the Board of Directors, the current business of the Bank.

Article 30 Officers and Staff of the Bank

1. One or more Vice-Presidents shall be appointed by the Board of Directors on the recommendation of the President, on the basis of an open, transparent and merit-based process. A Vice-President shall hold office for such term, exercise such authority and perform such functions in the administration of the Bank, as may be determined by the Board of Directors. In the absence or incapacity of the President, a Vice-President shall exercise the authority and perform the functions of the President.

2. The President shall be responsible for the organization, appointment and dismissal of the officers and staff in accordance with regulations adopted by the Board of Directors, with the exception of Vice-Presidents to the extent provided in paragraph 1 above.

3. In appointing officers and staff and recommending Vice-Presidents, the President shall, subject to the paramount importance of securing the highest standards of efficiency and technical competence, pay due regard to the recruitment of personnel on as wide a regional geographical basis as possible.

Article 31 The International Character of the Bank

1. The Bank shall not accept Special Funds, loans or assistance that may in any way prejudice, limit, deflect or otherwise alter its purpose or functions.

2. The Bank, its President, officers and staff 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 concerned. Only economic considerations shall be relevant to their decisions. Such considerations shall be weighed impartially in order to achieve and carry out the purpose and functions of the Bank.

3. The President, 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.

CHAPTER VI

GENERAL PROVISIONS

Article 32 Offices of the Bank

1. The principal office of the Bank shall be located in Beijing, People's Republic of China.

2. The Bank may establish agencies or offices elsewhere.

Article 33 Channel of Communication; Depositories

1. Each member shall designate an appropriate official entity with which the Bank may communicate in connection with any matter arising under this Agreement.

2. Each member shall designate its central bank, or such other institution as may be agreed upon with the Bank, as a depository with which the Bank may keep its holdings of currency of that member as well as other assets of the Bank.

3. The Bank may hold its assets with such depositories as the Board of Directors shall determine.

Article 34 Reports and Information

1. The working language of the Bank shall be English, and the Bank shall rely on the English text of this Agreement for all decisions and for interpretations under Article 54.

2. Members shall furnish the Bank with such information it may reasonably request of them in order to facilitate the performance of its functions.

3. The Bank shall transmit to its members an annual report containing an audited statement of its accounts and shall publish such report. It shall also transmit quarterly to its members a summary statement of its financial position and a profit and loss statement showing the results of its operations.

4. The Bank shall establish a policy on the disclosure of information in order to promote transparency in its operations. The Bank may publish such reports as it deems desirable in the carrying out of its purpose and functions.

Article 35 Cooperation with Members and International Organizations

1. The Bank shall work in close cooperation with all its members, and, in such manner as it may deem appropriate within the terms of this Agreement, with other international financial institutions, and international organizations concerned with the economic development of the region or the Bank's operational areas.

2. The Bank may enter into arrangements with such organizations for purposes consistent with this Agreement, with the approval of the Board of Directors.

Article 36 References

1. References in this Agreement to Article or Schedule refer to Articles and Schedules of this Agreement, unless otherwise specified.

2. References in this Agreement to a specific gender shall be equally applicable to any gender.

CHAPTER VII

WITHDRAWAL AND SUSPENSION OF MEMBERS

Article 37 Withdrawal of Membership

1. Any member may withdraw from the Bank at any time by delivering a notice in writing to the Bank at its principal office.

2. Withdrawal by a member shall become effective, and its membership shall cease, on the date specified in its notice but in no event less than six (6) months after the date that notice has been received by 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.

3. A withdrawing 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. 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.

Article 38 Suspension of Membership

1. If a member fails to fulfill any of its obligations to the Bank, the Board of Governors may suspend such member by a Super Majority vote as provided in Article 28.

2. The member so suspended shall automatically cease to be a member one (1) year from the date of its suspension, unless the Board of Governors decides by a Super Majority vote as provided in Article 28 to 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, but shall remain subject to all its obligations.

Article 39 Settlement of Accounts

1. After the date on which a country ceases to be a member, it shall remain liable for its direct obligations to the Bank and for its contingent liabilities to the Bank so long as any part of the loans, guarantees, equity investments or other forms of financing under paragraph 2 (vi) of Article 11 (hereinafter, other financing) contracted before it ceased to be a member is outstanding, but it shall not incur liabilities with respect to loans, guarantees, equity investments or other

financing entered into thereafter by the Bank nor share either in the income or the expenses of the Bank.

2. At the time a country ceases to be a member, the Bank shall arrange for the repurchase of such country's shares by the Bank as a part of the settlement of accounts with such country in accordance with the provisions of paragraphs 3 and 4 of this Article. For this purpose, the repurchase price of the shares shall be the value shown by the books of the Bank on the date the country ceases to be a member.

3. The payment for shares repurchased by the Bank under this Article shall be governed by the following conditions:

(i) Any amount due to the country concerned for its shares shall be withheld so long as that country, its central bank or any of its agencies, instrumentalities or political subdivisions remains liable, as borrower, guarantor or other contracting party with respect to equity investment or other financing, to the Bank and such amount may, at the option of the Bank, be applied on any such liability as it matures. No amount shall be withheld on account of the contingent liability of the country for future calls on its subscription for shares in accordance with paragraph 3 of Article 6. In any event, no amount due to a member for its shares shall be paid until six (6) months after the date on which the country ceases to be a member.

(ii) Payments for shares may be made from time to time, upon surrender of the corresponding stock certificates by the country concerned, to the extent by which the amount due as the repurchase price in accordance with paragraph 2 of this Article exceeds the aggregate amount of liabilities, on loans, guarantees, equity investments and other financing referred to in sub-paragraph (i) of this paragraph, until the former member has received the full repurchase price.

(iii) Payments shall be made in such available currencies as the Bank determines, taking into account its financial position.

(iv) If losses are sustained by the Bank on any loans, guarantees, equity investments or other financing which were outstanding on the date when a country ceased to be a member and the amount of such losses exceeds the amount of the reserve provided against losses on that date, the country concerned shall repay, upon 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 repurchase price was determined. In addition, the former member shall remain liable on any call for unpaid subscriptions in accordance with paragraph 3 of Article 6, to the same 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 was determined.

4. If the Bank terminates its operations pursuant to Article 41 within six (6) months of the date upon which any country ceases to be a member, all rights of the country concerned shall be determined in accordance with the provisions of Articles 41 to 43. Such country shall be considered as still a member for purposes of such Articles but shall have no voting rights.

CHAPTER VIII

SUSPENSION AND TERMINATION OF OPERATIONS OF THE BANK

Article 40 Temporary Suspension of Operations

In an emergency, the Board of Directors may temporarily suspend operations in respect of new loans, guarantees, equity investment and other forms of financing under sub-paragraph 2 (vi) of Article 11, pending an opportunity for further consideration and action by the Board of Governors.

Article 41 Termination of Operations

1. The Bank may terminate its operations by a resolution of the Board of Governors approved by a Super Majority vote as provided in Article 28.

2. After such termination, the Bank shall forthwith cease all activities, except those incident to the orderly realization, conservation and preservation of its assets and settlement of its obligations.

Article 42 Liability of Members and Payments of Claims

1. In the event of termination of the operation of the Bank, the liability of all members for uncalled subscriptions to the capital stock of the Bank and in respect of the depreciation of their currencies shall continue until all claims of creditors, including all contingent claims, shall have been discharged.

2. All creditors holding direct claims shall first be paid out of the assets of the Bank and then out of payments to the Bank or 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

1. No distribution of assets shall be made to members on account of their subscriptions to the capital stock of the Bank until:

(i) all liabilities to creditors have been discharged or provided for; and

(ii) the Board of Governors has decided, by a Super Majority vote as provided in Article 28, to make such distribution.

2. Any distribution of the assets of the Bank to the members shall be in proportion to the 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 asset. 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.

3. 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 IX

STATUS, IMMUNITIES, PRIVILEGES AND EXEMPTIONS

Article 44 Purposes of Chapter

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

2. Each member shall promptly take such action as is necessary to make effective in its own territory the provisions set forth in this Chapter and shall inform the Bank of the action which it has taken.

Article 45 Status of the Bank

The Bank shall possess full juridical personality and, in particular, the full legal capacity:

(i) to contract;

(ii) to acquire, and dispose of, immovable and movable property;

(iii) to institute and respond to legal proceedings; and

(iv) to take such other action as may be necessary or useful for its purpose and activities.

Article 46 Immunity from Judicial Proceedings

1. 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 raise funds, through borrowings or other means, to guarantee obligations, or to buy and sell or underwrite the sale of securities, in which cases actions may be brought against the Bank only in a court of competent jurisdiction in the territory of a country in which the Bank has an office, or has appointed an agent for the purpose of accepting service or notice of process, or has issued or guaranteed securities.

2. Notwithstanding the provisions of paragraph 1 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 the contracts entered into with the Bank.

3. 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 47 Immunity of Assets and Archives

1. Property and assets of the Bank, wheresoever 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.

2. The archives of the Bank, and, in general, all documents belonging to it, or held by it, shall be inviolable, wheresoever located and by whomsoever held.

Article 48 Freedom of Assets from Restrictions

To the extent necessary to carry out the purpose and functions of the Bank effectively, and subject to the provisions of this Agreement, all property and assets of the Bank shall be free from restrictions, regulations, controls and moratoria of any nature.

Article 49 Privilege for Communications

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

Article 50 Immunities and Privileges of Officers and Employees

All Governors, Directors, Alternates, the President, Vice-Presidents and other officers and employees of the Bank, including experts and consultants performing missions or services for the Bank:

(i) shall be immune from legal process with respect to acts performed by them in their official capacity, except when the Bank waives the immunity and shall enjoy inviolability of all their official papers, documents and records;

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

(iii) shall be granted the same treatment in respect of travelling facilities as is accorded by members to representatives, officials and employees of comparable rank of other members.

Article 51 Exemption from Taxation

1. The Bank, its assets, property, income and its operations and transactions pursuant to this Agreement, shall be exempt from all taxation and from all customs duties. The Bank shall also be exempt from any obligation for the payment, withholding or collection of any tax or duty.

2. No tax of any kind shall be levied on or in respect of salaries, emoluments and expenses, as the case may be, paid by the Bank to Directors, Alternate Directors, the President, Vice-Presidents and other officers or employees of the Bank, including experts and consultants performing missions or services for the Bank, except where a member deposits with its instrument of ratification, acceptance, or approval a declaration that such member retains for itself and its political subdivisions the right to tax salaries, and emoluments , as the case may be, paid by the Bank to citizens or nationals of such member.

3. 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.

4. 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 52 Waivers

1. The Bank at its discretion may waive any of the privileges, immunities and exemptions conferred under this Chapter in any case or instance, in such manner and upon such conditions as it may determine to be appropriate in the best interests of the Bank.

CHAPTER X

AMENDMENT, INTERPRETATION AND ARBITRATION

Article 53 Amendments

1. This Agreement may be amended only by a resolution of the Board of Governors approved by a Super Majority vote as provided in Article 28.

2. Notwithstanding the provisions of paragraph 1 of this Article, the unanimous agreement of the Board of Governors shall be required for the approval of any amendment modifying:

(i) the right to withdraw from the Bank;

(ii) the limitations on liability provided in paragraphs 3 and 4 of Article 7; and

(iii) the rights pertaining to purchase of capital stock provided in paragraph 4 of Article 5.

3. Any proposal to amend this Agreement, whether emanating from a member or the Board of Directors, shall be communicated to the Chairman of the Board of Governors, who shall bring the proposal before the Board of Governors. When an amendment has been adopted, the Bank shall so certify in an official communication addressed to all members. Amendments shall enter into force for all members three (3) months after the date of the official communication unless the Board of Governors specifies therein a different period.

Article 54 Interpretation

1. Any question of interpretation or application of the provisions of this Agreement arising between any member and the Bank, or between two or more members of the Bank, shall be submitted to the Board of Directors for decision. If there is no Director of its nationality on that Board, a member particularly affected by the question under consideration shall be entitled to direct representation in the Board of Directors during such consideration; the representative of such member shall, however, have no vote. Such right of representation shall be regulated by the Board of Governors.

2. In any case where the Board of Directors has given a decision under paragraph 1 of this Article, any member may require that the question be referred 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 necessary, act on the basis of the decision of the Board of Directors.

Article 55 Arbitration

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 resolution to terminate the operations of the Bank, such disagreement shall be submitted to arbitration by a tribunal of 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 the President of the International Court of Justice or such other authority as may have been prescribed by regulations adopted by the Board of Governors. A majority vote of the arbitrators shall be sufficient to reach a decision which shall be final and binding upon the parties. The third arbitrator shall be empowered to settle all questions of procedure in any case where the parties are in disagreement with respect thereto.

Article 56 Approval Deemed Given

Whenever the approval of any member is required before any act may be done by the Bank except under paragraph 2 of Article 53, 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 XI
FINAL PROVISIONS

Article 57 Signature and Deposit

1. This Agreement, deposited with the Government of the People's Republic of China (hereinafter called the "Depository"), shall remain open until December 31, 2015 for signature by the Governments of countries whose names are set forth in Schedule A.

2. The Depository shall send certified copies of this Agreement to all the Signatories and other countries which become members of the Bank.

Article 58 Ratification, Acceptance or Approval

1. This Agreement shall be subject to ratification, acceptance or approval by the Signatories. Instruments of ratification, acceptance or approval shall be deposited with the Depository not later than December 31, 2016, or if necessary, until such later date as may be decided by the Board of Governors by a Special Majority vote as provided in Article 28. The Depository shall duly notify the other Signatories of each deposit and the date thereof.

2. A Signatory whose instrument of ratification, acceptance or approval is deposited before the date on which this Agreement enters into force, shall become a member of the Bank, on that date. Any other Signatory which complies with the provisions of the preceding paragraph, shall become a member of the Bank on the date on which its instrument of ratification, acceptance or approval is deposited.

Article 59 Entry into Force

This Agreement shall enter into force when instruments of ratification, acceptance or approval have been deposited by at least ten (10) Signatories whose initial subscriptions, as set forth in Schedule A to this Agreement, in the aggregate comprise not less than fifty (50) per cent of total of such subscriptions.

Article 60 Inaugural Meeting and Commencement of Operations

1. As soon as this Agreement enters into force, each member shall appoint a Governor, and the Depository shall call the inaugural meeting of the Board of Governors.

2. At its inaugural meeting, the Board of Governors:

(i) shall elect the President;

(ii) shall elect the Directors of the Bank in accordance with paragraph 1 of Article 25, provided that the Board of Governors may decide to elect fewer Directors for an initial period shorter than two years in consideration of the number of members and Signatories which have not yet become members;

(iii) shall make arrangements for the determination of the date on which the Bank shall commence its operations; and

(iv) shall make such other arrangements as necessary to prepare for the commencement of the Bank's operations.

3. The Bank shall notify its members of the date of the commencement of its operations.

DONE at Beijing, People's Republic of China on June 29, 2015, in a single original deposited in the archives of the Depository, whose English, Chinese and French texts are equally authentic.

SCHEDULE A

Initial Subscriptions to the Authorized Capital Stock for Countries Which May Become Members in accordance with Article 58

	Number of Shares	Capital Subscription (in million $)
PART A. **REGIONAL MEMBERS**		
Australia	36,912	3,691.2
Azerbaijan	2,541	254.1
Bangladesh	6,605	660.5
Brunei Darussalam	524	52.4
Cambodia	623	62.3
China	297,804	29,780.4
Georgia	539	53.9
India	83,673	8,367.3
Indonesia	33,607	3,360.7
Iran	15,808	1,580.8
Israel	7,499	749.9
Jordan	1,192	119.2
Kazakhstan	7,293	729.3
Korea	37,388	3,738.8
Kuwait	5,360	536.0
Kyrgyz Republic	268	26.8
Lao People's Democratic Republic	430	43.0
Malaysia	1,095	109.5
Maldives	72	7.2
Mongolia	411	41.1
Myanmar	2,645	264.5
Nepal	809	80.9
New Zealand	4,615	461.5
Oman	2,592	259.2
Pakistan	10,341	1,034.1

Philippines	9,791	979.1
Qatar	6,044	604.4
Russia	65,362	6,536.2
Saudi Arabia	25,446	2,544.6
Singapore	2,500	250.0
Sri Lanka	2,690	269.0
Tajikistan	309	30.9
Thailand	14,275	1,427.5
Turkey	26,099	2,609.9
United Arab Emirates	11,857	1,185.7
Uzbekistan	2,198	219.8
Vietnam	6,633	663.3
Unallocated	16,150	1,615.0
TOTAL	750,000	75,000.0
PART B. NON-REGIONAL MEMBERS		
Austria	5,008	500.8
Brazil	31,810	3,181.0
Denmark	3,695	369.5
Egypt	6,505	650.5
Finland	3,103	310.3
France	33,756	3,375.6
Germany	44,842	4,484.2
Iceland	176	17.6
Italy	25,718	2,571.8
Luxembourg	697	69.7
Malta	136	13.6
Netherlands	10,313	1,031.3
Norway	5,506	550.6
Poland	8,318	831.8
Portugal	650	65.0
South Africa	5,905	590.5
Spain	17,615	1,761.5
Sweden	6,300	630.0
Switzerland	7,064	706.4
United Kingdom	30,547	3,054.7
Unallocated	2,336	233.6
TOTAL	250,000	25,000.0
GRAND TOTAL	**1,000,000**	**100,000.0**

SCHEDULE B

ELECTION OF DIRECTORS

The Board of Governors shall prescribe rules for the conduct of each election of Directors, in accordance with the following provisions.

1. Constituencies. Each Director shall represent one or more members in a constituency. The total aggregate voting power of each constituency shall consist of the votes which the Director is entitled to cast under paragraph 3 of Article 28.

2. Constituency Voting Power. For each election, the Board of Governors shall establish a Minimum Percentage for constituency voting power for Directors to be elected by Governors representing regional members (Regional Directors) and a Minimum Percentage for constituency voting power for Directors to be elected by Governors representing non-regional members (Non-Regional Directors).

(a) The Minimum Percentage for Regional Directors shall be set as a percentage of the total votes eligible to be cast in the election by the Governors representing regional members (Regional Governors). The initial Minimum Percentage for Regional Directors shall be 6%.

(b) The Minimum Percentage for Non-Regional Directors shall be set as a percentage of the total votes eligible to be cast in the election by the Governors representing non-regional members (Non-Regional Governors). The initial Minimum Percentage for Non-Regional Directors shall be 15%.

3. Adjustment Percentage. In order to adjust voting power across constituencies when subsequent rounds of balloting are required under paragraph 7 below, the Board of Governors shall establish, for each election, an Adjustment Percentage for Regional Directors and an Adjustment Percentage for Non-Regional Directors. Each Adjustment Percentage shall be higher than the corresponding Minimum Percentage.

(a) The Adjustment Percentage for Regional Directors shall be set as a percentage of the total votes eligible to be cast in the election by the Regional Governors. The initial Adjustment Percentage for Regional Directors shall be 15%.

(b) The Adjustment Percentage for Non-Regional Directors shall be set as a percentage of the total votes eligible to be cast in the election by the Non-Regional Governors. The initial Adjustment Percentage for Non-Regional Directors shall be 60%.

4. Number of Candidates. For each election, the Board of Governors shall establish the number of Regional Directors and Non-Regional Directors to be

elected, in light of its decisions on the size and composition of the Board of Directors pursuant to paragraph 2 of Article 25.

(a) The initial number of Regional Directors shall be nine.

(b) The initial number of Non-Regional Directors shall be three.

5. Nominations. Each Governor may only nominate one person. Candidates for the office of Regional Director shall be nominated by Regional Governors. Candidates for the office of Non-Regional Director shall be nominated by Non-Regional Governors.

6. Voting. Each Governor may vote for one candidate, casting all of the votes to which the member appointing him is entitled under paragraph 1 of Article 28. The election of Regional Directors shall be by ballot of Regional Governors. The election of Non-Regional Directors shall be by ballot of Non-Regional Governors.

7. First Ballot. On the first ballot, candidates receiving the highest number of votes, up to the number of Directors to be elected, shall be elected as Directors, provided that, to be elected, a candidate shall have received a sufficient number of votes to reach the applicable Minimum Percentage.

(a) If the required number of Directors is not elected on the first ballot, and the number of candidates was the same as the number of Directors to be elected, the Board of Governors shall determine the subsequent actions to complete the election of Regional Directors or the election of Non-Regional Directors, as the case may be.

8. Subsequent Ballots. If the required number of Directors is not elected on the first ballot, and there were more candidates than the number of Directors to be elected on the ballot, there shall be subsequent ballots, as necessary. For subsequent ballots:

(a) The candidate receiving the lowest number of votes in the preceding ballot shall not be a candidate in the next ballot.

(b) Votes shall be cast only by: (i) Governors who voted in the preceding ballot for a candidate who was not elected; and (ii) Governors whose votes for a candidate who was elected are deemed to have raised the votes for that candidate above the applicable Adjustment Percentage under (c) below.

(c) The votes of all the Governors who cast votes for each candidate shall be added in descending order of number, until the number of votes representing the applicable Adjustment Percentage has been exceeded. Governors whose votes were counted in that calculation shall be deemed to have cast all their votes for that Director, including the Governor whose votes brought the total over the

Adjustment Percentage. The remaining Governors whose votes were not counted in that calculation shall be deemed to have raised the candidate's total votes above the Adjustment Percentage, and the votes of those Governors shall not count towards the election of that candidate. These remaining Governors may vote in the next ballot.

(d) If in any subsequent ballot, only one Director remains to be elected, the Director may be elected by a simple majority of the remaining votes. All such remaining votes shall be deemed to have counted towards the election of the last Director.

9. Assignment of Votes. Any Governor who does not participate in voting for the election or whose votes do not contribute to the election of a Director may assign the votes to which he is entitled to an elected Director, provided that such Governor shall first have obtained the agreement of all those Governors who have elected that Director to such assignment.

10. Founding Member Privileges. The nomination and voting by Governors for Directors and the appointment of Alternate Directors by Directors shall respect the principle that each Founding Member shall have the privilege to designate the Director or an Alternate Director in its constituency permanently or on a rotating basis.

第 12/2022 號行政長官公告

按照中央人民政府的命令，行政長官根據第3/1999號法律《法規的公佈與格式》第六條第一款的規定，命令公佈聯合國安全理事會於二零二一年十二月二十二日通過的關於恐怖襲擊對國際和平與安全造成的威脅的第2615（2021）號決議的中文和英文正式文本，以及根據決議各正式文本翻譯而成的葡文譯本。

二零二二年三月八日發佈。

行政長官　賀一誠

Aviso do Chefe do Executivo n.º 12/2022

O Chefe do Executivo manda publicar, nos termos do n.º 1 do artigo 6.º da Lei n.º 3/1999 (Publicação e formulário dos diplomas), por ordem do Governo Popular Central, a Resolução n.º 2615 (2021) relativa às ameaças à paz e segurança internacionais causadas por ataques terroristas, adoptada pelo Conselho de Segurança das Nações Unidas em 22 de Dezembro de 2021, nos seus textos autênticos em línguas chinesa e inglesa, acompanhados da respectiva tradução em língua portuguesa efectuada a partir dos seus diversos textos autênticos.

Promulgado em 8 de Março de 2022.

O Chefe do Executivo, *Ho Iat Seng.*