

澳門特別行政區

REGIÃO ADMINISTRATIVA ESPECIAL DE MACAU

行政長官辦公室

GABINETE DO CHEFE DO EXECUTIVO

第 417/2017 號行政長官批示

Despacho do Chefe do Executivo n.º 417/2017

行政長官行使《澳門特別行政區基本法》第五十條賦予的職權，並根據八月十一日第85/84/M號法令《澳門公共行政組織結構大綱》第三條的規定，作出本批示。

Usando da faculdade conferida pelo artigo 50.º da Lei Básica da Região Administrativa Especial de Macau e nos termos do artigo 3.º do Decreto-Lei n.º 85/84/M (Bases gerais da estrutura orgânica da Administração Pública de Macau), de 11 de Agosto, o Chefe do Executivo manda:

一、授予檢討重大災害應變機制暨跟進改善委員會秘書長柯嵐一切所需權力，代表澳門特別行政區政府與清華大學公共安全研究院、北方工業大學新興風險研究院及民政部國家減災中心簽署有關編製《澳門“天鴿”颱風災害評估總結及優化澳門應急管理體制建議》報告的委託協議書。

1. São delegados na Secretária-geral da Comissão para a Revisão do Mecanismo de Resposta a Grandes Catástrofes e o seu Acompanhamento e Aperfeiçoamento, O Lam, todos os poderes necessários para representar o Governo da Região Administrativa Especial de Macau, na celebração do acordo sobre a elaboração do relatório relativo à «Avaliação conclusiva dos danos causados pela passagem do tufão “Hato” em Macau e propostas para o aperfeiçoamento do sistema de gestão de resposta a emergências de Macau», com o Instituto para o Estudo da Segurança Pública da Universidade Tsinghua, o Instituto para o Estudo de Riscos Emergentes da Universidade de Tecnologia do Norte da China e o Centro Nacional de Redução de Desastres do Ministério para os Assuntos Cívicos.

二、本批示自公佈日起生效。

2. O presente despacho entra em vigor no dia da sua publicação.

二零一七年十一月二十四日

24 de Novembro de 2017.

行政長官 崔世安

O Chefe do Executivo, *Chui Sai On*.

第 64/2017 號行政長官公告

Aviso do Chefe do Executivo n.º 64/2017

中華人民共和國是中亞區域經濟合作（英語縮寫為“CAREC”）的成員國；

Considerando que a República Popular da China é País Membro do Programa de Cooperação Económica Regional da Ásia Central («CAREC», no acrónimo em língua inglesa);

中華人民共和國是二零一六年十月二十六日在巴基斯坦伊斯坦堡簽署的《關於成立中亞區域經濟合作學院的協定》（下稱《協定》）的簽署國。中華人民共和國政府於二零一七年六月二十七日批准了《協定》，並於二零一七年八月三日向作為保存機關的中亞區域經濟合作學院交存了批准書；

Considerando igualmente que a República Popular da China é signatária do Acordo que Estabelece o Instituto de Cooperação Económica Regional da Ásia Central, concluído em Islamabad, Paquistão, em 26 de Outubro de 2016 (doravante designado por «Acordo»), tendo o Governo da República Popular da China ratificado o mesmo em 27 de Junho de 2017, e efectuado o depósito do seu instrumento de ratificação junto do Instituto de Cooperação Económica Regional da Ásia Central, na sua qualidade de depositário, em 3 de Agosto de 2017;

中華人民共和國政府在交存《協定》的批准書時聲明：根據《中華人民共和國澳門特別行政區基本法》，《協定》適用於澳門特別行政區；

Mais considerando que, no momento do depósito do seu instrumento de ratificação do Acordo, o Governo da República Popular da China declarou que o Acordo é aplicável na Região Administrativa Especial de Macau da República Popular da China, em conformidade com a Lei Básica da Região Administrativa Especial da República Popular da China;

中亞區域經濟合作學院於二零一七年九月十三日通過照會表示於二零一七年八月二十三日收悉中華人民共和國的批准

Considerando ainda que, por nota datada de 13 de Setembro de 2017, o Instituto de Cooperação Económica Regional da

書。根據《協定》第二十七條的規定，《協定》於二零一七年八月二十四日生效；

基於此，按照中央人民政府命令，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：

——中華人民共和國批准書有用部分的中文本及葡文譯本；
及

——《關於成立中亞區域經濟合作學院的協定》的英文正式文本及中文譯本。

二零一七年十一月二十三日發佈。

行政長官 崔世安

Ásia Central acusou a recepção do instrumento de ratificação da República Popular da China em 23 de Agosto de 2017, tendo ainda informado que, nos termos do seu artigo 27.º, o Acordo entrou em vigor em 24 de Agosto de 2017;

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 parte útil do instrumento de ratificação da República Popular da China, no seu texto em língua chinesa, acompanhado da tradução para a língua portuguesa; e

— o Acordo que Estabelece o Instituto de Cooperação Económica Regional da Ásia Central, no seu texto autêntico em língua inglesa, acompanhado da tradução para a língua chinesa.

Promulgado em 23 de Novembro de 2017.

O Chefe do Executivo, *Chui Sai On*.

批 准 書

“中華人民共和國主席根據中華人民共和國第十二屆全國人民代表大會常務委員會第二十八次會議的決定，批准 2016 年 10 月 26 日由中華人民共和國政府代表在伊斯蘭堡簽署的《關於成立中亞區域經濟合作學院的協定》（以下簡稱《協定》），同時聲明：

一、根據《協定》第二十一條第一款第三項的規定，中華人民共和國將保留對中國國籍職員從中亞區域經濟合作學院獲得的薪資和報酬徵稅的權利。

二、中華人民共和國澳門特別行政區適用《協定》，但不適用中華人民共和國根據《協定》第二十一條第一款第三項的規定所作的聲明。

三、在中華人民共和國政府另行通知前，《協定》暫不適用於中華人民共和國香港特別行政區。

（……）”

Instrumento de ratificação

« Em conformidade com a decisão da 28.^a Sessão do Comité Permanente da 12.^a Legislatura da Assembleia Popular Nacional da República Popular da China, o Presidente da República Popular da China ratifica o «Acordo que Estabelece o Instituto de Cooperação Económica Regional da Ásia Central» (adiante designado por «Acordo»), celebrado pelo representante do Governo da República Popular da China em Islamabade, em 26 de Outubro de 2016, e mais declara, pelo seguinte, que:

1. Nos termos do disposto na alínea c) do n.º 1 do artigo 21.º do Acordo, a República Popular da China reserva-se o direito de tributar os salários e remunerações dos trabalhadores de nacionalidade chinesa auferidos no Instituto de Cooperação Económica Regional da Ásia Central.

2. O Acordo é aplicável na Região Administrativa Especial de Macau da República Popular da China, salvo em relação à declaração formulada pela República Popular da China ao abrigo do disposto na alínea c) do n.º 1 do artigo 21.º.

3. Até nova notificação do Governo da República Popular da China, o Acordo não é temporariamente aplicável na Região Administrativa Especial de Hong Kong da República Popular da China.

(...) »

Agreement Establishing the Central Asia Regional Economic Cooperation Institute

THE CONTRACTING PARTIES,

Taking into consideration the need to establish a research and capacity building center to enhance the quality and effectiveness of the Central Asia Regional Economic Cooperation Program (hereinafter “CAREC”) as well as the agreement to establish the physical base of the Central Asia Regional Economic Cooperation Institute in the region, which was made at the 11th Ministerial Conference of the Central Asia Regional Economic Cooperation Program held in Wuhan, People’s Republic of China on 30 October 2012;

Desiring to constitute the Central Asia Regional Economic Cooperation Institute as an intergovernmental organisation, under the auspices of the Ministerial Conference of the Central Asia Regional Economic Cooperation Program that can carry out its functions as an entity with full legal personality;

Recognizing that the Central Asia Regional Economic Cooperation Institute has been identified as one of the operating priorities of CAREC to serve its members, and in this regard to adhere to the principles of equality, fairness and balance reflected in the Ministerial Announcement on the Establishment of the Physical Base of the Central Asia Regional Economic Cooperation Institute endorsed at the 13th Central Asia Regional Economic Cooperation Ministerial Conference in Bishkek, Kyrgyz Republic on 6 November 2014;

Convinced that the establishment of the Central Asia Regional Economic Cooperation Institute will serve as an important step forward towards regional economic cooperation and progress;

HAVE AGREED AS FOLLOWS:

CHAPTER 1 ESTABLISHMENT, PURPOSE AND FUNCTIONS

Article 1. Establishment

By this Agreement the contracting parties establish the Central Asia Regional Economic Cooperation Institute (hereinafter “CI”) as an intergovernmental organization with full legal personality, which shall be afforded the preferential treatment and facilities necessary for carrying out the functions mandated to it as provided in this Agreement.

Article 2. Purpose; Relationship with CAREC

The purpose of CI is to enhance the quality of CAREC through knowledge generation and capacity building for effective regional cooperation to meet the goal of accelerating economic growth in the CAREC region.

Article 3. Membership

(1).

(a) As used in this Agreement, “**CI Member Country**” means a Signatory that has deposited an instrument of ratification, acceptance or approval with the Depositary.

(b) A Signatory will be afforded all of the rights of a CI Member Country under this Agreement, notwithstanding that it has not deposited an instrument of ratification, acceptance or approval with the Depositary, until the later to occur of two years after the date on which this Agreement enters into force and the date that is two years after the date on which it becomes a Signatory.

(c) A Signatory that has not deposited an instrument of ratification, acceptance or approval with the Depositary by the later to occur of two years after the date on which this Agreement enters into force and the date that is two years after the date on which it becomes a Signatory may participate in the affairs and programs of CI and attend Governing Council meetings as a non-decision making participant, but, until such time as it becomes a CI Member Country (i) its consensus in Governing Council decisions will not be sought, (ii) its representative may not serve as the Chairperson of the Governing Council, and (iii) it will not be eligible to appoint or

nominate any person to any Management position (the matters specified in subclauses (i), (ii) and (iii) of this Article 3(1)(c) hereinafter referred to as “Governance Rights”).

(2). The Governing Council may grant CI observer status to countries that are not members of CAREC and organizations that can assist CI to achieve its objectives, with such designations, rights, obligations and privileges as the Governing Council may determine, but without Governance Rights

(3).

(a) A CI Member Country that withdraws from membership in CAREC must notify the Depository of its withdrawal from CI and may advise CI that it wishes to continue to participate in CI as an observer. The notice will constitute a withdrawal notice under subclause (b) of this Article 3(3), and any request to continue as an observer will be referred to the Governing Council for its consideration.

(b) Any CI Member Country may withdraw from CI at any time by delivering a notice in writing to the Depository. Withdrawal by a CI Member Country shall become effective, and its membership shall cease, on the date specified in its notice but in no event earlier than six (6) months after the date that notice has been received by the Depository.

(c) A withdrawing CI Member Country shall remain liable for all responsibilities and obligations to CI to which it was subject at the date of cessation of membership.

Article 4. Functions

To fulfil its purpose, CI shall:

(1). report on its past and proposed programs to CAREC at each annual meeting of the CAREC Ministerial Conference;

(2). align its programs with the strategic goals of CAREC;

- (3). provide innovative solutions based on the sharing of good practices to enable CAREC and the CI Member Countries to respond to regional challenges and cooperative processes;
- (4). enhance the capabilities of government officials in CAREC and the CI Member Countries to engage in regional cooperation processes, improve their capacities to plan and implement regional cooperation projects, and build their capacities for informed policy analysis;
- (5). conduct strategic research by mobilizing world-class intellectual resources to enhance regional cooperation capacity and accelerated growth in the CAREC region;
- (6). promote the effectiveness of scientific research in CAREC and among the CI Member Countries through joint or collaborative projects and wide dissemination of research findings and results; and
- (7). develop a network of research institutions in the CAREC region to serve as a resource base for strategic research and knowledge sharing, comprising among others, of universities, think tanks, and development institutions.

Article 5. Principles of Operations

- (1). The operations of CI shall abide by principles consistent with public international law and good governance, and apply good practices among international organizations, as may be appropriate to CI's purpose and functions.
- (2). The nature of the CI, as an entity for regional economic cooperation supporting CAREC, shall be reflected in all aspects of its operations, including decision-making, staffing, access to training and right of access to information.
- (3). The operations of CI shall be balanced and fair, considering the multitude of needs of CI member countries, without undue advantage to any one country, in planning or carrying out its work.
- (4). Capacity building services of CI will be distributed equitably among CI Member

Countries based on their needs for capacity building to further enhance regional cooperation.

(5). CI's program will reflect the strategic goals of CAREC as established from time to time by the Ministerial Conference of the Central Asia Regional Economic Cooperation Program (hereinafter "CAREC Ministerial Conference").

CHAPTER 2 GOVERNANCE

Article 6. Structure

The governance structure of CI shall comprise a Governing Council, an Advisory Council, Management and staff.

Article 7 Governing Council: Composition

As used in this Agreement, "**Governing Council**" means a body comprised of one representative of each CI Member Country, selected by each CI Member Country's government and communicated through the ministers who represent those countries on the CAREC Ministerial Conference, acting according to the terms of this Agreement and according to such procedures as they shall establish among themselves by consensus from time to time. The Asian Development Bank shall be invited to participate in Governing Council meetings as a member without decision-making rights.

Article 8. Governing Council: Powers

- (1). All the powers of CI shall be vested in the Governing Council.
- (2). The Governing Council may cause the CI to establish such subsidiary bodies of the CI as may be necessary or appropriate to meet the objectives of CI.

Article 9. Governing Council: Structure

- (1). The position of Chairperson of the Governing Council shall be rotated annually

among all the CI Member Countries in alphabetical order starting from the country that is acting as chair of CAREC during the year in which this Agreement enters into force, provided that the Chairperson may not be a national of the same country as the Director. Unless the Governing Council determines a different arrangement, the tenure of each Chairperson shall continue from the end of one annual meeting of the CAREC Ministerial Conference until the end of the following annual meeting of the CAREC Ministerial Conference. The Chairperson shall convene meetings of the Governing Council and shall have such other responsibilities and authorities as are set out in the rules of procedure of the Governing Council.

(2). Each member of the Governing Council shall appoint an alternate who shall have full power to act as his or her representative on the Governing Council when the member is not present.

(3). Members of the Governing Council shall serve as such without remuneration from CI.

Article 10. Governing Council: Responsibilities

The Governing Council shall be responsible to determine and ensure implementation of the strategic direction of the operations of CI in accordance with the purposes, functions and principles set out in Articles 2, 4 and 5 of this Agreement, and in particular shall:

- (1). maintain strategic oversight of, and set policy directions for, CI and provide overall guidance to CI operations;
- (2). approve organizational structure and level of staffing, and any changes in such organizational structure and staffing level;
- (3). oversee the appointment process for, appoint, suspend or terminate the Director and Deputy Directors;
- (4). appoint the Advisory Council members, and suspend or terminate any such appointments;

- (5). review such reports prepared by the Director and staff and such recommendations or other inputs from the Advisory Council as the Governing Council shall determine from time to time;
- (6). approve rules, procedures and regulations;
- (7). approve the annual and medium-term work program;
- (8). approve the external communications policy of CI;
- (9). supervise CI operations and monitor its outputs;
- (10). review and approve CI's annual report setting out the performance of the functions and duties of CI and containing an audited statement of CI's financial accounts and staffing levels;
- (11). approve observer status under Article 3(2) of this Agreement for countries that are not members of CAREC and for organizations;
- (12). approve host country agreements;
- (13). establish such committees as are necessary and appropriate to facilitate the general operations of CI;
- (14). review the CI's financial resource position annually and approve the CI's annual budget; and
- (15). perform other functions specified to be performed by it in this Agreement and such other functions as are necessary to achieve the objectives, roles and tasks of CI consistent with the purposes, functions and principles described in Articles 2, 4 and 5 of this Agreement.

Article 11. Governing Council: Procedures

- (1). The Governing Council shall meet at least once a year, and as often and at such

place as it may determine as required for the operations of CI.

(2). A simple majority of the CI Member Country representatives on the Governing Council or their alternates shall constitute a quorum for any meeting of the Governing Council.

Article 12. Decision-Making

Governing Council decisions shall be taken by consensus of all Governing Council members having Governance Rights.

Article 13. Advisory Council

(1). The Governing Council will appoint at least three persons to serve as members of an Advisory Council, chosen from among prominent thinkers, scholars and civil leaders who are outstanding in their respective fields or disciplines relating to the priorities of CAREC.

(2). The Advisory Council will act as a sounding board and source of new ideas for CI and will suggest ideas and approaches to enhance the strategies and operations of CI.

(3). Members of the Advisory Council may be compensated according to standards determined by the Governing Council.

(4). The Director or his or her representative will serve as secretary of the Advisory Council.

Article 14. Management and Staff

(1). CI's organizational structure, management and staffing shall be guided by the following objectives:

(a) adherence to the principles of equal ownership, regionality, fairness and balance;

- (b) enhancement of the effectiveness and efficiency of CI operations;
- (c) development of CI's capacity for long-term sustainability and effectiveness;
and
- (d) balance in the representation of countries.

(2).

(a) The recruitment and selection of candidates for Management and staff positions shall follow sound international practices that are transparent, fair, based on merit, and without discrimination on account of gender, race or religious beliefs.

(b) In appointing international staff, the Director shall, subject to the paramount importance of securing the highest standards of efficiency and of technical competence, pay due regard to recruitment of professional staff broadly from CI Member Countries.

(c) The Governing Council shall establish mechanisms and policies that implement these principles.

(3). The Governing Council shall appoint a Director and two Deputy Directors, to serve as the management of CI (“**Management**”), who shall hold office on such terms as are determined by the Governing Council.

(4). Management shall, unless directed otherwise by the Governing Council, participate in the meetings of the Governing Council without decision-making rights.

(5). The Director shall:

(a) be accountable to the Governing Council and subject to its general control;

(b) be the chief of CI and, unless the Governing Council decides otherwise, be responsible for the organisation of staff and overall performance of CI;

- (c) be the legal representative of CI and conduct the current business of CI;
- (d) submit to the Governing Council an annual report;
- (e) serve as secretary of the Governing Council; and
- (f) submit to the Governing Council a plan of the staffing levels, annual budget, and annual and medium term work programme of CI for review and approval.

(6). The Management and staff shall, in the discharge of their functions, owe their duty entirely to CI and to no other authority. CI Member Countries shall respect the international character of this duty and shall refrain from all attempts to influence any of the Management or staff in the discharge of their functions.

Article 15. Financial Management

- (1). CI shall be provided with the necessary financial and other resources to perform its functions effectively by voluntary contributions from CI Member Countries and by other means as approved by the Governing Council.
- (2). CI shall establish financial rules and procedures in accordance with international standards. CI shall observe sound and prudent financial management policies and practices and budgetary discipline.
- (3). CI shall not borrow funds.
- (4). The financial year of CI shall begin on 1 January and end on 31 December of each year.

Article 16. Communications

- (1). Each CI Member Country may designate an official entity with which CI may communicate in connection with any matter arising under this Agreement. CI shall address all such communications to such designated official entity.

(2). The official language of CI shall be English, while other languages may be used as working languages, as appropriate, with necessary financial provision.

Article 17. Location

- (1). The headquarters of CI shall be located in the People’s Republic of China.
- (2). The CI may establish branch offices in any CI Member Countries, as approved by the Governing Council. In determining the location of the first branch, the Governing Council shall pay due regard to the offers made by the member countries.
- (3). CI shall sign a host country agreement with each country that hosts a physical office of CI.

CHAPTER 3

STATUS, PREFERENTIAL TREATMENT AND FACILITIES

Article 18. Purpose of Status, Preferential Treatment and Facilities

CI, Governing Council members and alternates, Advisory Council members, and CI employees and consultants or experts performing missions for CI (hereinafter “**CI Personnel**”) are entitled to the preferential treatment and facilities set out in this Agreement in the territory of all CI Member Countries in order to enable the CI to function as an intergovernmental organization to promote regional economic cooperation.

Article 19. Legal Status of CI

CI shall have full legal personality and, in particular, full legal capacity to:

- (1) enter into contracts;
- (2) acquire and dispose of immovable and movable property;
- (3) institute and respond to legal proceedings; and
- (4) take such other action as may be necessary or useful for its purpose and activities.

Article 20. Preferential Treatment and Facilities of CI

- (1). CI shall enjoy preferential treatment and facilities as stipulated in this Agreement except to the extent that it expressly waives its preferential treatment and facilities.
- (2). All CI Member Countries shall protect the safety of CI's property, assets, archives and documents in accordance with their laws to the same extent as they protect the property, assets, archives and documents of any similar intergovernmental organization, subject to any specific agreement between CI and such CI Member Country.
- (3). Each CI Member Country shall afford to the CI's official communications preferential treatment and facilities to the same extent as it affords preferential treatment and facilities to the official communications of any similar intergovernmental organization, subject to any specific agreement between CI and such CI Member Country.
- (4). CI and its assets, property, income, operations and transactions shall be exempt from taxation, provided, however, that CI shall not claim exemptions for excise taxes and taxes included in utility prices unless otherwise specified in a separate agreement between CI and a Member Country.

Article 21. Preferential Treatment of and Facilities for CI Personnel

- (1). CI Personnel:
 - (a) where they are not local citizens or nationals of the CI Member Country concerned, shall be granted the same preferential treatment in respect of immigration restrictions; and national service obligations and the same facilities as regards exchange restrictions as are accorded by each CI Member Country to the representatives and staff of comparable rank of similar intergovernmental organization;
 - (b) shall be granted the same treatment in respect of travelling facilities as is accorded by each CI Member Country to the representatives and staff of comparable rank of any similar intergovernmental organization; and

(c) shall be exempt from taxation on the salaries and emoluments paid to them by CI except where a CI Member Country 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 CI to citizens or nationals of such CI Member Country.

(2). CI and CI Personnel shall respect the laws of the countries where they conduct activities on behalf of CI and shall not interfere in the political affairs of such countries.

Article 22. Implementation

Each CI Member Country shall take the action necessary to give effect in its own territory to the legal status, preferential treatment, exemptions and facilities of CI and CI Personnel set out in this Chapter 3 and shall inform CI of the action that it has taken on the matter.

CHAPTER 4 FINAL PROVISIONS

Article 23. Amendments

(1). This Agreement may be amended with the consent of all CI Member Countries, with such amendments being formalized by separate protocols as an integral part of this Agreement.

(2). Any proposal of a CI Member Country to amend this Agreement shall be communicated to the Chairperson of the Governing Council, who shall promptly bring the proposal before the Governing Council. When an amendment has been adopted, CI shall so certify in an official communication addressed to all CI Member Countries. Amendments shall enter into force for all CI Member Countries three months after the date of the official communication, unless the Governing Council specifies therein a different period.

Article 24. Interpretation and Dispute Settlement

- (1). CI Member Countries shall endeavor to settle disputes concerning the interpretation or application of this Agreement within six (6) months from the occurrence of such disputes through negotiation.
- (2). Any dispute that cannot be settled under paragraph (1) above shall be submitted to the Governing Council, which shall endeavor to resolve such dispute by consensus of all Governing Council members that do not represent parties to the dispute.
- (3). No Signatory or CI Member Country may bring any legal proceedings against CI.

Article 25. Signature and Deposit

The depositary of this Agreement shall be CI (hereinafter “**the Depositary**”). The Depositary shall communicate certified copies of the signed Agreement to all the Signatories.

Article 26. Ratification, Acceptance, Approval or Accession

- (1). This Agreement shall be subject to ratification, acceptance or approval by all CAREC member countries whose duly authorized representatives sign this Agreement (hereafter “**Signatories**”). Instruments of ratification, acceptance or approval shall be deposited with the Depositary, which shall notify the other Signatories of each deposit and the date thereof.
- (2). Any country that becomes a member country of CAREC may become a Signatory to this Agreement.

Article 27. Entry into Force

This Agreement shall enter into force on the day following the deposit with the Depositary of instruments of ratification, acceptance or approval of three countries that are members of CAREC, including the host country of the headquarters of CI.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective governments, have signed this Agreement.

Done in Islamabad, Pakistan on the 26th day of October in the year two thousand and sixteen in a single original in the English language which shall be deposited with the Depositary.

For the Government of the Islamic Republic of Pakistan

For the Government of the People's Republic of China

For the Government of the Kyrgyz Republic

For the Government of the Republic of Uzbekistan

For the Government of the Islamic Republic of Afghanistan

For the Government of the Republic of Azerbaijan

For the Government of the Georgia

For the Government of the Republic of Kazakhstan

For the Government of Mongolia

For the Government of the Republic of Tajikistan

For the Government of Turkmenistan

關於成立中亞區域經濟合作學院的協定

締約方，

考慮到有必要建立一個研究和能力建設中心以加強中亞區域經濟合作（以下簡稱“CAREC”）以及於 2012 年 10 月 30 日在中華人民共和國武漢市舉行的 CAREC 第十一次部長會上，部長們同意成立中亞區域經濟合作學院實體基地的決定；

希望根據 CAREC 部長會精神，將中亞學院建成一個政府間國際組織，具備完整法人資格，以行使其職能。

承認中亞學院已被確認為 CAREC 機制合作重點之一，服務於 CAREC 成員國，遵循平等、公正、平衡的原則。上述原則已反映在 2014 年 11 月 6 日在吉爾吉斯斯坦比什凱克舉行的 CAREC 第十三次部長會通過的 CAREC 學院實體化部長聲明中。

確信中亞學院的成立將是推動區域經濟合作的重要舉措；

達成協定如下：

第一章

成立、宗旨及職能

第一條 成立

通過簽署本協定，締約方成立中亞區域經濟合作學院（以下簡稱“中亞學院”），作為具備完整法人資格的政府間國際組織，享有為

執行本協定規定的職能所需的優惠待遇和便利。

第二條 宗旨；與 CAREC 的關係

中亞學院旨在通過有效區域合作的知識生成和能力建設，提高 CAREC 質量，從而實現加快 CAREC 區域經濟增長的目標。

第三條 成員資格

一、(一) 在本協定中，“中亞學院成員國”指已將批准書、接受書或核准書存於保存人的簽署國。

(二) 在本協定生效後兩年及成為簽署國後兩年（以較遲發生者為準）內，簽署國將享有本協定項下中亞學院成員國的所有權力，儘管尚未將批准書、接受書或核准書交存於保存人。

(三) 本協定生效後兩年或成為簽署國後兩年內（以較遲發生者為準），尚未將批准書、接受書或核准書交存於保存人的簽署國可參與中亞學院事務或項目活動，並作為非決策參與方參加理事會會議，但是，直至成為中亞學院成員國前：(1) 不會尋求其對理事會決策的意見；(2) 其代表不得作為理事會的主席，(3) 其無資格委任或提名任何人員擔任任何管理職務（本款第 3 項的 (1)、(2)、(3) 規定的事項以下簡稱“治理權”）。

二、理事會可向非 CAREC 成員國及組織授予中亞學院觀察員身份，有關名稱、權利、義務和優惠（但無治理權）由理事會決定。

三、(一) 中亞學院成員國退出 CAREC 成員資格，必須向保存人發出書面通知退出中亞學院，並可以告知中亞學院其希望繼續以觀察

員身份參與中亞學院的活動。書面通知將構成本款第 2 項規定的書面通知，任何繼續以觀察員身份參與中亞學院活動的申請將提交理事會決定。

(二) 任何中亞學院成員國可隨時向保存人發出書面通知退出中亞學院。在通知中指定的日期，中亞學院成員國的退出應生效且其成員資格停止，但在任何情況下，不得早於保存人收到該通知的日期起 6 個月。

(三) 退出的中亞學院成員國在成員資格終止前，仍應對中亞學院承擔所有責任和義務。

第四條 職能

為實現其宗旨，中亞學院應：

(一) 向年度 CAREC 部長會報告其過去及擬定的工作計劃；

(二) 調整其工作計劃以符合 CAREC 的戰略目標；

(三) 通過分享良好實踐，提供創新性解決方案，以使 CAREC 成員國和中亞學院成員國能夠應對區域挑戰和合作進程；

(四) 增強 CAREC 成員國和中亞學院成員國政府官員的能力，以便其參與區域合作進程，提高其計劃和實施區域合作項目的能力，並且培養其政策分析能力；

(五) 通過調動世界一流的人才資源進行戰略研究，以加強區域合作能力並加快 CAREC 區域增長；

(六) 通過合辦或合作項目以及研究成果和結論的廣泛傳播，提升 CAREC 和中亞學院成員國間科研成效；以及

(七) 在 CAREC 區域內建立研究機構網路（包括大學、智庫和開發機構），成為戰略研究和知識共享的資源庫。

第五條 運行原則

一、中亞學院的運行應遵守與國際公法和良治相一致的原則，採用適合於中亞學院宗旨及職能的國際組織良好實踐。

二、作為支持 CAREC 的區域經濟合作實體，中亞學院的性質應體現在其運行的各個方面，包括決策、人員配置、培訓計劃以及獲取信息的權利。

三、中亞學院的運行應遵循平衡、公平原則，應考慮 CAREC 成員國的眾多需求，在規劃或開展工作時，不得偏袒任何一國。

四、中亞學院的能力建設服務將基於中亞學院成員國的能力建設需求在它們之間公平分配，以進一步加強區域合作。

五、中亞學院的工作計劃將反映 CAREC 部長會議確定的 CAREC 戰略目標。

第二章

治理

第六條 治理結構

中亞學院的治理結構應包括理事會、顧問委員會、管理層和職員。

第七條 理事會：構成

在本協定中，“理事會”指由每個中亞學院成員國的一位代表組成的機構。各位代表人選由成員國政府指定，並由在 CAREC 部長會上代表該國的部長宣佈，根據本協定和理事會成員隨時協商一致建立的程序行事。亞洲開發銀行將作為無決策權成員受邀參加理事會會議。

第八條 理事會：權力

- 一、中亞學院的一切權力應歸理事會。
- 二、理事會可使中亞學院建立實現中亞學院目標所必要的或適當的中亞學院附屬機構。

第九條 理事會：架構

- 一、中亞學院成員國應以字母順序每年輪流擔任理事會主席的職位，以在本協定生效年份擔任 CAREC 主席的國家開始，但主席不得是與院長同一國家的國民。除非理事會決定有不同安排，否則，各主席任期應從一次 CAREC 部長會結束起，至次年 CAREC 部長會議結束為止。主席應召開理事會會議，享有理事會議事規則所述其他職責和權力。
- 二、理事會的每一位理事應當指定一名替補代表，當理事缺席時，替補代表可全權代表理事行事。

三、中亞學院不向理事會理事支付任何報酬。

第十條 理事會：責任

理事會應負責確保中亞學院運行的戰略方向與本協定第二、四、五條規定的宗旨、職能和原則相符，尤其應：

（一）維持對中亞學院的戰略監督，為中亞學院設定政策方向，並為中亞學院的運行提供全面指導；

（二）批准組織結構和人員編制，以及該等組織結構和編制的任何變動；

（三）監督委任、中止或終止院長和副院長的程序；

（四）委任顧問委員會的成員，並中止或者終止任何該等委任；

（五）審查院長及工作人員編制的報告及顧問委員會提出的建議或其他意見；

（六）批准規章、程序和條例；

（七）批准年度和中期工作計劃；

（八）批准中亞學院的對外聯絡政策；

（九）監督中亞學院的運行並監控其產出；

（十）審核並批准中亞學院的年報。年報中應說明中亞學院行使其職能和職責的情況，並包含經審計的中亞學院財務報表以及人員編制；

(十一) 根據本協定第三條第二款，批准非 CAREC 成員國及組織的觀察員身份；

(十二) 批准東道國協定；

(十三) 為推動中亞學院的運營而成立必要和適當的委員會；

(十四) 每年審查中亞學院的財務資源狀況，並批准中亞學院的年度預算；以及

(十五) 執行本協定規定由其執行的其他職能，以及實現與本協定第二、四、五條規定的宗旨、職能和原則相符的中亞學院目標、角色和任務所必要的其他職能。

第十一條 理事會：程序

一、理事會每年應至少召開一次會議，而且應當根據中亞學院的運行需要確定會議的次數和地點。

二、理事會會議中亞學院成員國代表或其替補代表的法定人數應遵從簡單多數的原則。

第十二條 決策

應由具有治理權的理事會成員協商一致的方式做出理事會決定。

第十三條 顧問委員會

一、理事會將至少任命 3 名顧問委員會成員。該等成員分別從著名思想家、學者和公務員中挑選，其在自己專業領域或 CAREC 優先領域表現優異。

二、該顧問委員會將作為中亞學院的智囊團，提出工作思路和方法建議，以促進中亞學院的戰略和運營。

三、可根據理事會確定的標準，向顧問委員會成員付予報酬。

四、院長或其代表將作為顧問委員會秘書。

第十四條 管理層及職員

一、中亞學院的組織機構、管理層和職員應以下列目標為指導：

- (一) 堅持所有權平等、地域性、公平和平衡的原則；
- (二) 提高中亞學院運行的有效性和效率；
- (三) 提升中亞學院長期可持續性和有效性的能力；
- (四) 平衡各成員國的代表性。

二、(一) 管理層和職員崗位候補人員的招聘和選擇應遵循透明、公平的良好國際慣例，擇優錄取，不得出現性別、種族或宗教信仰歧視。

(二) 在任命國際職員時，院長應確保其工作效率和技術競爭力的最高標準，適當考慮從中亞學院成員國廣泛招聘專業人員。

(三) 理事會應建立執行這些原則的機制和政策。

三、理事會應任命一名院長和兩名副院長，作為中亞學院的管理層（稱為“管理層”），並決定其任期。

四、除非理事會另行提出，管理層應當參事會會議，但無法

策權。

五、院長應當：

- (一) 對理事會負責並受其監督；
- (二) 擔任中亞學院負責人，除非理事會另行決定，對組織職員以及中亞學院的總體表現負責；
- (三) 擔任中亞學院的法人代表，並主持中亞學院的日常事務；
- (四) 向理事會提交年報；
- (五) 作為理事會秘書；
- (六) 向理事會提交人員編制計劃、年度預算以及年度和中期工作計劃，以供審批。

六、管理層和職員在履行職能時，應當對中亞學院而不是其他機構負責。中亞學院成員國應當尊重中亞學院的國際組織屬性，而且不應試圖影響任何管理層和職員履行職能。

第十五條 財務管理

一、應通過中亞學院成員國自願捐贈以及理事會批准的其他方式，向中亞學院提供有效履行其職能所必需的財務資源及其他資源。

二、中亞學院應當根據國際標準制定財務規則和程序。中亞學院應當遵守穩健和審慎的財務管理政策、慣例以及預算規定。

三、中亞學院不得舉債。

四、中亞學院每年的會計年度將從 1 月 1 日開始，12 月 31 日截止。

第十六條 聯絡

一、由本協定引發的任何事項，每一個中亞學院成員國可以指定一個官方機構與中亞學院進行聯絡。中亞學院應當將所有通信寄至該國指定的官方機構。

二、中亞學院的官方語言為英語，當適當並有供資時，其他成員國的語言亦可作為工作語言。

第十七條 地點

一、中亞學院的總部位於中華人民共和國。

二、經理事會批准，中亞學院可在任何中亞學院成員國建立分支機構。在確定第一個中亞學院分支機構所在地時，理事會應慎重考慮成員國已提出的申請。

三、中亞學院應與建立中亞學院實體化辦事處的國家簽署東道國協定。

第三章

地位、優惠待遇和便利

第十八條 地位、優惠待遇和便利的目的

中亞學院、理事會成員和其替補代表、顧問委員會成員以及為中

亞學院執行任務的中亞學院職員和顧問或專家（以下稱為“中亞學院人員”）有權在所有中亞學院成員國領土內享有本協定所載之優惠待遇和便利，以便使中亞學院作為政府間組織發揮作用，促進區域經濟合作。

第十九條 中亞學院的法律地位

中亞學院具有完整的法律人格，對以下各項具有完整的法律能力：

- （一）簽訂合同；
- （二）獲得和處理動產及不動產；
- （三）提起和應對法律訴訟；
- （四）採取對於其宗旨和活動所必要或有用的其他行動。

第二十條 中亞學院的優惠待遇和便利

一、中亞學院應享有本協定規定的優惠待遇和便利，除非其明確放棄其優惠待遇和便利。

二、所有中亞學院成員國應根據其法律保護中亞學院財產、資產、檔案和文件的安全，其力度等同於對任一類似政府間國際組織財產、資產、檔案和文件安全的保護，但中亞學院和有關成員國簽訂的特別協定優先。

三、各中亞學院成員國應向中亞學院的官方通信提供優惠待遇和便利，其力度等同於對任一類似政府間國際組織官方通信提供的優惠待遇和便利，但中亞學院和有關成員國簽訂的特別協定優先。

四、中亞學院及其資產、財產、業務和交易應免除稅收，但是中亞學院不應要求免除消費稅和包含在公用事業服務費用中的稅收，除非在中亞學院和其成員國的其他協定中另有規定。

第二十一條 中亞學院人員的優惠待遇和便利

一、中亞學院人員：

(一) 若非中亞學院成員國當地公民或國民，應當被授予免於移民限制、國民服役的優惠待遇和便利以及外匯便利，如同每一個中亞學院成員向任何其他成員的同級別代表和職員授予的待遇一樣；

(二) 應當被授予旅行便利待遇，如同每一個中亞學院成員國向任何其他中亞學院成員國的同級別代表和職員授予的待遇一樣；以及

(三) 中亞學院向其支付的薪資和報酬，應當免稅，除非中亞學院成員國在遞交批准、接受或者核准文書時，隨附一份聲明，表明該成員國自身及其政府分支機構保留就中亞學院向該國公民或國民支付的薪資和報酬（視具體情況而定）徵稅的權利。

二、中亞學院及中亞學院人員應遵守其代表中亞學院進行活動所在國家的法律，且不得干涉該國內政。

第二十二條 實施

每一個中亞學院成員國應當採取必要行動，以使第三章規定的中亞學院和中亞學院人員在其領域內的法律地位、優惠待遇和便利生效，並應當向中亞學院通知其為此所採取的行動。

第四章

最後條款

第二十三條 修訂

一、所有中亞學院成員國協商一致時可以修訂本協定，這種修訂以單獨文本形式並作為本協定的一部分。

二、中亞學院成員國擬修訂本協定的任何提案應當提交理事會主席。理事會主席應當迅速提交理事會。當修訂通過時，中亞學院應當通過官方渠道周知各成員國。除非理事會規定了不同期限外，修訂應自通知發出之日起 3 個月後對所有中亞學院成員國生效。

第二十四條 解釋和爭議解決

一、一旦發生與本協定的解釋或者適用有關的任何爭議，中亞學院成員國應當盡力通過協商在 6 個月內予以解決。

二、根據上述第一款不能解決的任何爭議應當提交理事會，理事會應當努力讓不代表爭議各方的所有理事會成員達成一致意見，解決該爭議。

三、任何簽署國或中亞學院成員國不得向中亞學院提起任何法律訴訟。

第二十五條 簽署和保存

本協定保存人應為中亞學院（以下稱為“保存人”）。保存人應當

向所有的簽署國寄送協定的經核證無誤的副本。

第二十六條 批准、接受或核准

一、本協定應得到已由其正式授權代表簽署本協定的所有 CAREC 成員國（以下稱為“簽署國”）批准、接受或核准。批准書、接受書或者核准書應當交存於保存人，保存人應將每份交存及其日期通知其他簽署國。

二、成為 CAREC 成員國的任何國家都可以成為本協定的簽署國。

第二十七條 生效

在包括中亞學院總部所在東道國在內的三個簽署國向保存人交存批准書、接受書或核准書後第 2 天，本協定即告生效。

下列全權代表，經正式授權，在本協定上簽字，以資證明。

本協定於二〇一六年十月二十六日在巴基斯坦伊斯蘭堡簽署，英文正本原件一份，保存於保存人處。

阿富汗伊斯蘭共和國政府

亞塞拜疆共和國政府

中華人民共和國政府

哈薩克斯坦共和國政府

吉爾吉斯共和國政府

蒙古國政府

巴基斯坦伊斯蘭共和國政府

塔吉克斯坦共和國政府

土庫曼斯坦政府

烏茲別克斯坦共和國政府

第 65/2017 號行政長官公告

中央人民政府命令在澳門特別行政區執行聯合國安全理事會有關阿富汗局勢的第1267 (1999) 號、第1333 (2000) 號、第1390 (2002) 號和第1452 (2002) 號決議及關於恐怖主義行為對國際和平與安全造成威脅的第1373 (2001) 號、第1526 (2004) 號、第1617 (2005) 號、第1735 (2006) 號、第1989 (2011) 號、第2083 (2012) 號、第2161 (2014) 號、第2170 (2014) 號、第2178 (2014) 號、第2199 (2015) 號和第2253 (2015) 號決議；

聯合國安全理事會1267/1989/2253伊黎伊斯蘭國(達伊沙)和基地組織制裁委員會(下稱“委員會”)定期更新依照安全理事會第1267/1989/2253號決議擬定並維持的名單(下稱“伊黎伊斯蘭國(達伊沙)和基地組織制裁名單”);

中央人民政府命令在澳門特別行政區公佈二零一七年六月七日生成的伊黎伊斯蘭國(達伊沙)和基地組織制裁名單, 包含委員會至二零一七年五月一日作出的更新;

二零一七年六月七日委員會通過了伊黎伊斯蘭國(達伊沙)和基地組織制裁名單中一個實體的更新資料;

二零一七年六月十六日委員會通過了於上述制裁名單內新增一名自然人, 對其適用安全理事會第2253 (2015) 號決議第二段規定的資產凍結、旅行禁令和武器禁運措施;

基於此, 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:

——依照安全理事會第1267/1989/2253號決議擬定並維持且於二零一七年六月七日生成的名單的中文及英文原文;

Aviso do Chefe do Executivo n.º 65/2017

Considerando que o Governo Popular Central ordenou a aplicação na Região Administrativa Especial de Macau (RAEM) das Resoluções do Conselho de Segurança das Nações Unidas relativas à situação no Afeganistão n.ºs 1267 (1999), 1333 (2000), 1390 (2002) e 1452 (2002), e das relativas às ameaças à paz e segurança internacionais causadas por actos terroristas n.ºs 1373 (2001), 1526 (2004), 1617 (2005), 1735 (2006), 1989 (2011), 2083 (2012), 2161 (2014), 2170 (2014), 2178 (2014), 2199 (2015) e 2253 (2015);

Considerando igualmente que o Comité de Sanções do Conselho de Segurança das Nações Unidas 1267/1989/2253 contra o ISIL (Daesh) e Al-Qaida (doravante designado por «Comité») tem vindo a proceder regularmente a actualizações da Lista estabelecida e mantida nos termos das Resoluções do Conselho de Segurança n.ºs 1267/1989/2253 (doravante designada por «Lista de Sanções contra o ISIL (Daesh) e Al-Qaida»);

Considerando ainda que o Governo Popular Central ordenou a publicação na RAEM da Lista de Sanções contra o ISIL (Daesh) e Al-Qaida tal como produzida em 7 de Junho de 2017, a qual inclui as actualizações efectuadas pelo Comité até 1 de Maio de 2017;

Mais considerando que, em 7 de Junho de 2017, o Comité aprovou alterações às informações relativas a uma entidade constante da Lista de Sanções contra o ISIL (Daesh) e Al-Qaida;

Considerando finalmente que, em 16 de Junho de 2017, o Comité aprovou o aditamento de uma pessoa singular na referida lista de sanções, a qual passa a estar sujeita às medidas relativas ao congelamento de bens, à proibição de viajar e ao embargo de armas estabelecidas no n.º 2 da Resolução do Conselho de Segurança n.º 2253 (2015);

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 Lista estabelecida e mantida nos termos das Resoluções do Conselho de Segurança n.ºs 1267/1989/2253, tal como produzida em 7 de Junho de 2017, nas suas versões originais em línguas chinesa e inglesa;