

**AGREEMENT ESTABLISHING THE AGENCY FOR
INTERNATIONAL TRADE INFORMATION AND CO-OPERATION
AS AN INTERGOVERNMENTAL ORGANISATION**

THE PARTIES TO THIS AGREEMENT:

Noting the growing importance of international trade as an engine of growth and development and its potential for contributing to the alleviation of poverty,

Further noting the importance of trade-related capacity-building and technical co-operation for strengthened participation by developing countries in the multilateral trading system,

Reaffirming their commitment to a fair multilateral trading system and a more inclusive World Trade Organization (WTO),

Recognising the importance of strengthening the capacity of resource-constrained developing countries and countries with economies in transition, including small, vulnerable economies, with a priority to least-developed countries and countries without representation in Geneva, to participate effectively in the WTO and in the international trading system and sharing the aspiration that all WTO Members and Observers be appropriately represented in Geneva,

Further recognising the difficulties faced by these resource-constrained countries in participating effectively in the WTO, particularly when they have no representation in Geneva,

Responding to the urgent need and desire of these resource-constrained countries for trade-related technical co-operation and capacity-building to enable their effective participation in the WTO work programme and negotiating process, and the emphasis placed on these needs in the Doha Ministerial Declaration approved by Ministers at the Fourth Session of the WTO Ministerial Conference, and reiterated in paragraph 38 of the Monterrey Consensus approved by heads of State and Government attending the UN International Conference on Financing for Development,

Acknowledging the effectiveness of the assistance provided to the resource-constrained countries since 1998 by the Swiss-financed Agency for International Trade Information and Co-operation (AITIC), the unique role that AITIC plays in offering individual country-specific support, the growing demand for such assistance, and the efforts made to meet this demand,

Desiring, on a basis of partnership amongst resource-constrained and donor countries, to provide AITIC with a broader funding base, an inclusive governance structure and an appropriate legal basis,

HAVE AGREED AS FOLLOWS:

Article 1

Establishment of AITIC

The Agency for International Trade Information and Co-operation, (hereinafter referred to as “AITIC”) is hereby established as an intergovernmental organisation.

Article 2

Objectives of AITIC

The objectives of AITIC are to assist resource-constrained developing countries and countries with economies in transition, including small, vulnerable economies, with a priority to least-developed countries and countries without permanent representation in Geneva, (hereinafter referred to as “Participating Members”) to participate effectively in the World Trade Organization (WTO) and in the international trading system, by:

- (a) assisting Participating Members to better understand trade policy issues and the multilateral trading system;
- (b) assisting Participating Members, in pursuit of their trade policy objectives, in preparing for negotiations and other activities of the WTO; and
- (c) disseminating information and analysis for Participating Members on WTO negotiations, multilateral trade policy activities and trade-related technical co-operation and capacity building, taking into account the provisions of Article 4.

Article 3

Functions

1. The functions of AITIC shall be to:
 - (a) observe developments in the multilateral trading system and in negotiations and other work of the WTO, as a basis for providing information and advice thereon to Participating Members;
 - (b) collect, analyse and disseminate to Members, in English, French and Spanish, synthesised information regarding negotiations and other work of the WTO pertinent to the concerns of Participating Members;

(c) render country-specific and *ad hoc* assistance and advice, on demand, to individual Participating Members;

(d) provide services to meet the particular needs of Participating Members with no representation in Geneva;

(e) organise informal meetings, training sessions and workshops focused on enhancing negotiating capacities and skills, including with other agencies and regional organisations;

(f) perform other functions assigned to it by the Council of Representatives.

2. The services provided by AITIC to Participating Members shall also be available to non-Member resource-constrained developing countries and countries with economies in transition, including small, vulnerable economies, with a priority to least-developed countries and countries without permanent representation in Geneva, on terms and conditions to be determined by the Council of Representatives.

Article 4

Relations with other Organisations

1. AITIC shall make appropriate arrangements for effective co-operation with other intergovernmental organisations that have responsibilities related to those of AITIC, especially the World Trade Organization, the United Nations Conference on Trade and Development, the International Trade Centre and the Advisory Centre on WTO Law, with a view to furthering the objectives of this Agreement and to avoid duplication of efforts.

2. AITIC shall also make appropriate arrangements for consultation and co-operation with non-governmental organisations and academic institutions concerned with matters related to those of AITIC.

Article 5

Membership

1. AITIC shall have Participating and Sponsoring Members.

2. Membership of AITIC as a Participating Member shall be open to all resource-constrained developing countries and countries with economies in transition, including small, vulnerable economies, least-developed countries and countries without permanent representation in Geneva.

3. Membership of AITIC as a Sponsoring Member shall be open to other countries and customs territories interested in promoting greater participation of Participating Members in the multilateral trading system through sponsoring trade co-operation and capacity building projects and contributing to AITIC's activities. The form of the contribution by Sponsoring Members is covered in Article 11.

Article 6

Structure of AITIC

AITIC shall function through a Council of Representatives, an Executive Board, and a Secretariat headed by an Executive Director.

Article 7

Council of Representatives

1. The Council of Representatives, hereinafter called the Council, shall consist of the representatives of the Sponsoring Members and Participating Members. The Council shall elect its Chairman and other officers. The Council shall meet as appropriate, at least once every year, to:

(a) evaluate the performance of AITIC on a regular basis and, as appropriate, provide guidance for its future work, in the light of a report by the Executive Director;

(b) elect the Executive Board;

(c) adopt regulations;

(d) adopt the annual budget;

(e) adopt decisions regarding replenishment of AITIC's financial resources;

(f) approve the annual work programme;

(g) approve the Annual Report on AITIC's activities;

(h) appoint an external auditor;

(i) perform any other function assigned to it under other provisions of this Agreement and relevant to furthering the objectives of AITIC.

2. The Council shall adopt its rules of procedure.

Article 8

Executive Board

1. The Executive Board, hereinafter called the Board, reports to the Council. It shall consist of three representatives from the Sponsoring Members and three representatives from the Participating Members and, *ex officio*, the Executive Director. The persons serving on the Board shall serve in their personal capacity and shall be proposed on the basis of their professional qualifications in the field of WTO or international trade relations and development matters.

2. The Board shall meet as often as necessary, at least once a year, to:

- (a) take the decisions necessary to ensure the efficient and effective operation of AITIC in accordance with this Agreement;
- (b) review the financial situation of AITIC regularly;
- (c) prepare the regular annual budget and the annual work programme of AITIC for consideration by the Council;
- (d) make proposals to the Council regarding replenishment of AITIC's resources, in accordance with the provisions of Article 11;
- (e) approve the substantive and financial components of special projects, i.e., projects financed from extra-budgetary sources;
- (f) oversee the preparation of the Annual Report on AITIC's activities;
- (g) appoint the Executive Director in consultation with the Members;
- (h) propose for consideration by the Council regulations on:
 - (i) the procedures of the Board;
 - (ii) the duties and conditions of service of the Executive Director, the staff of AITIC and consultants contracted by AITIC;
 - (iii) financial regulations and procedures.

Article 9

Executive Director and Secretariat

The Executive Director shall:

- (a) manage AITIC's day-to-day operations;
- (b) recruit, direct, and terminate the employment of the staff of the AITIC Secretariat in accordance with the staff regulations adopted by the Council;
- (c) contract and supervise consultants;
- (d) submit proposals for the annual work programme, budget and report of AITIC for consideration by the Board and approval by the Council;
- (e) assist the Board and the Council in the exercise of their responsibilities;
- (f) submit to the Board and the Council an independently audited statement of receipts and expenditures related to the budget during the preceding fiscal period;
- (g) represent AITIC externally.

Article 10

Decision-Making

1. The Council shall take its decisions by consensus. A proposal considered for adoption at a meeting of the Council shall be deemed to have been adopted by consensus if no formal objections are raised against it during the meeting by any Member of AITIC. This provision shall apply mutatis mutandis also to decisions by the Board.
2. If the Chairperson of the Council determines that a decision cannot be arrived at by consensus he/she may decide to submit the matter to a vote by the Council. In such a case, the Council shall, with the exception noted in paragraph 3, take its decision by a majority of two-thirds of the Members present and voting. Each Member shall have one vote. A simple majority of the Members of AITIC shall constitute the quorum for any meeting of the Council during which a matter is submitted to a vote.
3. In the case of decisions on amendments of the present Agreement, including amendments to the schedule of contributions, the procedures set out in paragraphs 1 and 2 respectively of Article 15 of this Agreement shall apply.

Article 11

Financial Structure of AITIC

1. The regular annual budget of AITIC shall be funded by contributions from the Sponsoring Members and by voluntary contributions. The minimum contribution of Sponsoring Members acceding under the terms of Article 16 shall be Swiss Francs 2,000,000. The schedule of contributions pledged by each Sponsoring Member for its initially agreed contribution period following the establishment of AITIC is set out in Annex I to this Agreement.
2. The Council shall, during the fourth year following the establishment of AITIC, and at intervals of five years thereafter, review AITIC's financial needs for the next five-year period taking into account Article 15 paragraph 4, and fix the schedules of contributions to be made by Sponsoring Members accordingly.
3. Special projects, which shall fall within the scope of AITIC's mandate as defined in Articles 2 and 3 of this Agreement, shall be funded by voluntary contributions.
4. AITIC will encourage voluntary contributions in cash or in kind from Sponsoring and Participating Members and from other governments, as well as from intergovernmental agencies or private sponsors, in accordance with the provisions to be developed in the financial regulations.

Article 12

Rights and Obligations of Members

1. Each Participating Member is entitled to the services of AITIC in accordance with the provisions of this Agreement and with the regulations that the Council may adopt.
2. Each Sponsoring Member shall promptly pay its agreed contributions in accordance with the schedule of contributions set out in Annex I. Each Sponsoring Member's initial contribution, equivalent to at least the amount of its agreed contributions due *pro rata* for a period of twelve months, shall be paid not later than the 90th day following the date on which it is bound by the Agreement. Each Sponsoring Member that accedes to this Agreement under Article 17 shall make initial contributions in accordance with the provisions of its instrument of accession. Participating Members may consider making a contribution on a voluntary basis.
3. Nothing in this Agreement shall be construed to imply any financial liability for any Member beyond the liabilities arising from paragraphs 1 and 2 of this Article.

Article 13

Legal Status of AITIC

1. AITIC shall have legal personality. It shall have in particular the capacity to contract, to acquire and dispose of immovable and movable property and to institute legal proceedings.
2. AITIC shall be located in Geneva, Switzerland.
3. AITIC shall conclude a Headquarters Agreement with the Swiss Confederation on the status, privileges and immunities of the AITIC. AITIC, its Executive Director, and its staff shall enjoy, in Switzerland, privileges and immunities usually granted to international organisations.

Article 14

Working Languages

The working languages of AITIC shall be English, French and Spanish.

Article 15

Amendment, Withdrawal and Termination

1. A proposal to amend a provision of this Agreement may be made either by a Member or by the Board. Such a proposal shall be submitted to the Council and shall be promptly notified to all Members. The Council may decide to submit the proposal to Members for acceptance. The amendment shall take effect on the 30th day following the date on which the Depository has received the instruments of acceptance of all Members.

2. If the financial situation of AITIC so requires, a proposal to amend the schedule of contributions may be submitted to the Council either by a Member or by the Board. The amendment shall take effect on the 30th day following the date on which the Council adopted it by consensus decision.

3. Any Member may at any time withdraw from this Agreement by giving written notice to the Depositary. The Depositary shall inform the Executive Director of AITIC and the Members of AITIC of such a notice. The withdrawal shall become effective on the 30th day following the date on which the notice has been received by the Depositary. The obligation of a Sponsoring Member to make its agreed contributions for the current five-year period shall not be affected by the withdrawal of that Member from this Agreement.

4. The Council shall in the context of the review of the financial needs mentioned in Article 11, paragraph 2 also assess, in the light of progress in achieving the objectives of the Agreement set out in Article 2, whether the services of AITIC continue to be needed. The Council may subsequently decide to terminate the Agreement. Upon the termination, AITIC's assets shall be distributed among the present and former Sponsoring Members in proportion to the total of each Member's contribution to the budget of AITIC.

Article 16

Consent to be Bound and Entry into Force

1. This Agreement shall be open for signature from 9 December 2002 to 31 December 2003 by any Member of the WTO and any State or separate customs territory in process of acceding to the WTO, who may express consent to be bound by:

(a) signature; or

(b) signature subject to ratification, acceptance or approval

Instruments of ratification, acceptance or approval shall be deposited with the Depositary no later than 31 December 2005.

2. This Agreement shall enter into force on the 30th day following the date on which both of the following conditions are met:

(a) Three Participating Members and three Sponsoring Members have expressed consent to be bound by signature or have deposited instruments of ratification, acceptance or approval;

(b) The total of the contributions to AITIC's regular budget that the States or customs territories which have expressed their consent to be bound by this Agreement are obliged to make in accordance with paragraph 1 of Article 11 of this Agreement and Annex I to this Agreement exceeds twice the amount of the budget for the initial year following the establishment of AITIC.

3. For each signatory of this Agreement that deposits its instrument of ratification, acceptance or approval after the date on which the Agreement entered into force in

accordance with paragraph 2 of this Article and before the date stipulated in paragraph 1 of this Article, the Agreement shall enter into force on the 30th day following the date on which the instrument of ratification, acceptance or approval has been deposited.

4. The dates set out in paragraph 1 may be extended by consensus decision of the Council.

Article 17

Accession

1. After its entry into force, this Agreement shall be open for accession by Members of the WTO and any States or separate customs territories in the process of acceding to the WTO which did not sign this Agreement during the period set out in paragraph 1 of Article 16, or which did not deposit their instruments of ratification, acceptance or approval before the date set out in paragraph 1 of Article 16.

2. Any other State or separate customs territory may accede to this Agreement on terms and conditions agreed between it and AITIC.

3. Instruments of accession shall be deposited with the Depositary. Accession shall take effect on the 30th day following the date on which the instrument of accession was deposited.

Article 18

Reservations

No reservations may be made in respect of any provision of this Agreement.

Article 19

Annexes

Annex I to this Agreement constitutes an integral part of this Agreement.

Article 20

Depositary and Registration

1. The Government of Switzerland shall be the Depositary of this Agreement.

2. This Agreement shall be registered in accordance with the provisions of Article 102 of the Charter of the United Nations.

DONE at Geneva, this 9th day of December two thousand and two, in a single copy, in the English, French and Spanish languages, each text being equally authentic.

Annex I:

Schedule of contributions pledged by each Sponsoring Member for its initially agreed contribution period following the establishment of AITIC

Sponsoring Member	Pledged Contribution	Swiss Franc equivalent
Denmark	Danish Kroner 12,000,000	2,370,000
Finland	Euros 1,368,000	2,011,000
Ireland	Euros 1,400,000	2,058,000
Netherlands	Euros 2,058,000	3,018,000
Sweden	Swedish Kronor 13,000,000	2,072,000
Switzerland	Swiss Francs 4,000,000	4,000,000
United Kingdom	Pounds sterling 1,000,000	2,335,000
		17,864,000

Note: Swiss franc equivalents are based on mid-point exchange rates on 12 September 2002, and are indicative only.