

**AGREEMENT ON THE ESTABLISHMENT
OF THE CONSULTATIVE COMMISSION
FOR THE DEVELOPMENT
OF THE TUMEN RIVER ECONOMIC
DEVELOPMENT AREA AND
NORTHEAST ASIA**

The Governments of the Democratic People's Republic of Korea, the People's Republic of China, the Republic of Korea, Mongolia and the Russian Federation (hereinafter referred to as the "Contracting Parties"), desiring to promote and strengthen cooperation in Northeast Asia and the Tumen River Economic Development Area in particular have agreed as follows:

**ARTICLE 1
UNDERLYING PRINCIPLES**

1.1 The Contracting Parties reaffirm that their cooperation with respect to Northeast Asia and in particular the Tumen River Economic Development Area, is based on the common interests of their Governments

to increase mutual benefits, to strengthen economic and technical cooperation, and to attain greater growth and sustainable development for the peoples and countries in Northeast Asia and the Tumen River Economic Development Area in particular.

1.2 The Contracting Parties shall implement this Agreement on the basis of the principles of international laws governing relations between states, notably mutual respect of the sovereignty and independence of all states, equality, mutual benefit and good neighbourliness.

1.3 The Contracting Parties shall work to ensure that Northeast Asia and the Tumen River Economic Development Area in particular be attractive for international investment, trade and business.

ARTICLE 2

COMMISSION FOR THE DEVELOPMENT OF THE TUMEN RIVER ECONOMIC DEVELOPMENT AREA AND NORTHEAST ASIA

2.1 The Contracting Parties shall establish a Commission for the development of the Tumen River Economic Development Area and Northeast Asia, hereinafter referred to as the "Commission".

2.2 The Commission shall be composed of a Government official at the Vice Ministerial level and three other officials from each Contracting Party.

2.3 The Commission shall foster support for the development of Northeast Asia and the Tumen River Economic Development Area in particular, and promote consultation, mutual understanding and benefit, and economic, environmental and technical cooperation, among the peoples and countries of Northeast Asia and the Tumen River Economic Development Area in particular.

2.4 The Commission shall identify common interests and opportunities for cooperation and sustainable development among the Contracting Parties, and promote investment in the Contracting Parties, and promote investment in Northeast Asia and the Tumen River Economic Development Area in particular, with respect to, *inter alia*, transportation, telecommunications, trade, industry, electric power, environment, finance and banking.

2.5 The Commission may establish subordinate entities to facilitate its work.

2.6 The Commission shall meet twice a year in regular session for the first two years of its existence,

and thereafter shall meet as determined by consensus of the Commission, but no less often than once a year. Extraordinary sessions may be convened by the Chairman at the request of a Contracting Party provided that such a request is supported by two other Contracting Parties.

2.7 The Chairman of the Commission shall serve for one year by rotation among the Contracting Parties in alphabetical order in the English language. The venue of meetings shall be decided by consensus of the Commission.

2.8 The decisions of the Commission shall be made by consensus of the Commission.

2.9 The Commission shall have a Secretariat composed of experts of the Contracting Parties and may engage international experts to serve on the staff of the Secretariat or as consultants. If requested by the Commission, the United Nations Development Programme and other international organisations may provide support to the Secretariat. The Secretariat of the Commission shall develop and supervise the work programme of the Tumen River Area Development Programme and successor programmes within the purview of the Commission.

2.10 The Contracting Parties, acting through the Commission by consensus, may invite other interested governments in Northeast Asia to become members of the Commission.

2.11 Interested governments, international organisations and international financial institutions may become observers to the Commission if invited by the Contracting Parties, acting through the Commission by consensus. Observers shall have no right to participate in the decisions of the Commission.

2.12 The working language of the Commission shall be English.

ARTICLE 3 OTHER PROVISIONS

3.1 For purposes of this Agreement, the Tumen River Economic Development Area shall mean that area within the territorial borders of the Democratic People's Republic of Korea, the People's Republic of China and the Russian Federation as described in Appendix 1 hereto, in each case as modified from time to time by such Contracting Party upon consultation with and notice to the other Contracting Parties.

For purposes of this Agreement, Northeast Asia

shall mean the Tumen River Economic Development Area (as delineated in Appendix 1) and other territories of the Contracting Parties in which projects and programmes of mutual interest to the Contracting Parties will be conducted.

3.2 This Agreement shall be subject to the legal procedures of each Contracting Party's domestic law and shall enter into force on the date of deposit of the last instrument of such procedure by a Contracting Party with the Secretary General of the United Nations.

3.3 This Agreement shall be valid for a period of ten years from the date of its entry into force and be renewed for successive periods of ten years, unless agreed otherwise by the parties six months in advance before the expiration of each period.

3.4 Any Contracting Party may propose an amendment to this Agreement. Amendment proposals shall be submitted to the Chairman of the Commission who shall transmit them to the Contracting Parties within thirty(30)days after receipt, and such proposals shall be considered at the earliest feasible regular session of the Commission. Adoption of an amendment shall be by consensus of the Contracting Parties.

3.5 Any Contracting Party may withdraw from this Agreement by giving a written notice of withdrawal to the other Contracting Parties six(6) months in advance. At the end of such period, the withdrawal of such Contracting Party shall become effective.

3.6 If any dispute arises between two or more Contracting Parties concerning the interpretation or application of this Agreement, they shall consult among themselves with a view to having the dispute resolved by negotiation or other peaceful means of their own choice in accordance with the United Nations Charter.

3.7 This Agreement shall be interpreted and applied in good faith in accordance with the ordinary meaning to be given to the terms of the agreement in their context and in the light of its object and purposes.

This Agreement, done in the English language on 30 May 1995 in Beijing, shall be deposited with the Secretary General of the United Nations, who shall transmit a certified copy to each Contracting Party and shall register the Agreement with the Secretariat of the United Nations.

Signature:

For the Government of
the Democratic People's
Republic of Korea

For the Government of the
People's Republic of China

秦华孙

For the Government of
the Republic of Korea

For the Government
of Mongolia

For the Government of
the Russian Federation

Signed in New York on 6 December 1995.