

Z A K O N

O POTVRĐIVANJU AKTA O OSNIVANJU AZIJSKE INFRASTRUKTURNE INVESTICIONE BANKE

Član 1.

Potvrđuje se Akt o osnivanju Azijske infrastrukturne investicione banke, koji je sačinjen u Pekingu, Narodna Republika Kina, 29. juna 2015. godine, u originalu na engleskom, kineskom i francuskom jeziku.

Član 2.

Tekst Akta o osnivanju Azijske infrastrukturne investicione banke, u originalu na engleskom jeziku i u prevodu na srpski jezik glasi:

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.

**AKT O OSNIVANJU
AZIJSKE INFRASTRUKTURNE INVESTICIONE
BANKE**

Države u čije ime se ovaj sporazum potpisuje, složile su se oko sledećeg:

UZIMAJUĆI U OBZIR važnost regionalne saradnje radi održavanja rasta i podsticanja ekonomskog i društvenog razvoja ekonomija u Aziji, doprinoseći na taj način regionalnoj prilagodljivosti na potencijalne finansijske krize i druge eksterne šokove u kontekstu globalizacije;

POTVRĐUJUĆI značaj razvoja infrastrukture u proširenju regionalne povezanosti i unapređenju regionalne integracije, čime se podstiče ekonomski rast i održavanje društvenog razvoja za stanovništvo u Aziji i doprinosi globalnoj ekonomskoj pokretačkoj snazi;

PREPOZNAJUĆI da će značajna dugoročna potreba za finansiranjem razvoja infrastrukture u Aziji biti adekvatnije ostvarena partnerskim odnosom između postojećih multilateralnih razvojnih banaka i Azijske infrastrukturne investicione banke (u daljem tekstu: „Banka”);

UVERENE da će osnivanje Banke kao multilateralne finansijske institucije usredsređene na razvoj infrastrukture pomoći u mobilizaciji veoma potrebnih dodatnih sredstava unutar i izvan Azije i uklanjanju finansijskih ograničavajućih faktora sa kojima se suočavaju pojedine ekonomije u Aziji, i upotpuniti postojeće multilateralne razvojne banke, radi podsticanja održivog i stabilnog rasta u Aziji;

DOGOVORILE SU SE da osnuju Banku koja će delovati u skladu sa sledećim:

I POGLAVLJE

SVRHA, FUNKCIJE I ČLANSTVO

Član 1. Svrha

1. Svrha Banke je da: (i) podstiče održiv ekonomski razvoj, stvara bogatstvo i poboljšava povezanost infrastrukture u Aziji investiranjem u infrastrukturu i druge proizvodne sektore; i (ii) podstiče regionalnu saradnju i partnerstvo u rešavanju razvojnih izazova, tako što će raditi blisko saradjujući sa drugim multilateralnim i bilateralnim razvojnim institucijama.

2. Uvek kada se vrši pozivanje u ovom sporazumu na „Aziju” i „region” to uključuje geografske regione i područja klasifikovane kao Azija i Okeanija od strane Ujedinjenih nacija, osim ako Odbor guvernera ne odluči drugačije.

Član 2. Funkcije

Kako bi ispunila svoju svrhu, Banka će imati sledeće funkcije:

(i) da podstiče ulaganja u oblasti javnog i privatnog kapitala za razvojne potrebe, posebno za razvoj infrastrukture i drugih proizvodnih sektora;

(ii) da koristi resurse koji su joj na raspolaganju za finansiranje takvog razvoja u regionu, uključujući one projekte i programe koji će najefikasnije doprineti usklađenom ekonomskom rastu regiona u celini i posebno u pogledu potreba manje razvijenih članica u regionu;

(iii) da podrži privatna ulaganja u projekte, preduzeća i aktivnosti koje doprinose ekonomskom razvoju u regionu, posebno u infrastrukturnim i drugim proizvodnim sektorima, kao i da dopuni privatna ulaganja kada privatni kapital nije dostupan pod prihvatljivim uslovima; i

(iv) da preduzima druge aktivnosti i obezbeđuje druge usluge koje mogu da unaprede ove funkcije.

Član 3. Članstvo

1. Članstvo u Banci je otvoreno za članove Međunarodne banke za obnovu i razvoj ili Azijske razvojne banke.
 - (a) Regionalni članovi će biti članovi navedeni u Delu A Priloga A i drugi članovi uključeni u region Azije u skladu sa stavom 2. člana 1. Svi drugi članovi će biti neregionalni članovi.
 - (b) Članovi osnivači su članovi koji su navedeni u Prilogu A koji će, pre ili na datum naveden u članu 57, potpisati ovaj sporazum i ispuniti sve druge uslove članstva pre krajnjeg roka navedenog u stavu 1. član 58.
2. Članovi Međunarodne banke za obnovu i razvoj ili Azijske razvojne banke koji ne postanu članovi u skladu sa članom 58. mogu biti primljeni, pod uslovima koje Banka utvrdi, u članstvo u Banci Glasom specijalne većine Odbora guvernera kako je predviđeno članom 28.
3. U slučaju podnosioca zahteva koji nije suveren ili nije odgovoran za vođenje svojih međunarodnih odnosa, prijavu za članstvo u Banci predstaviće ili se sa njom saglasiti član Banke odgovoran za te međunarodne odnose.

II POGLAVLJE

KAPITAL

Član 4. Odobreni kapital

1. Odobreni osnovni kapital Banke iznosi 100 milijardi američkih dolara (100.000.000.000 \$), podeljenih na jedan milion (1.000.000) akcija sa nominalnom vrednošću svake od 100.000 američkih dolara (100.000 \$), što će biti dostupno samo za upis članova u skladu sa odredbama člana 5.
2. Početni odobreni osnovni kapital se deli na uplatne akcije i akcije po pozivu. Akcije sa ukupnom nominalnom vrednošću od dvadeset milijardi američkih dolara (20.000.000.000 \$) biće uplatne akcije, a akcije sa ukupnom nominalnom vrednošću od osamdeset milijardi američkih dolara (80.000.000.000 \$) biće akcije po pozivu.
3. Odobreni osnovni kapital Banke Odbor guvernera može povećati Glasom velike većine kako je predviđeno članom 28, u vreme i pod uslovima koji se mogu smatrati preporučljivim, uključujući i proporciju između uplatnih i akcija po pozivu.
4. Uvek kada se izraz „američki dolar” i simbol „\$” koriste u ovom sporazumu, smatraće se zvaničnom valutom plaćanja Sjedinjenih Američkih Država.

Član 5. Upis akcija

1. Svaki član će upisati akcije osnovnog kapitala Banke. Svaki upis početno odobrenog osnovnog kapitala je za uplatne akcije i akcije po pozivu u proporciji dva (2) prema osam (8). Početni broj akcija raspoloživih za upis državama koje postaju članovi u skladu sa članom 58. naveden je u Prilogu A.
2. Početni broj akcija za upis državama koje su primljene u članstvo u skladu sa stavom 2. člana 3. utvrđuje Odbor guvernera; ali pod uslovom da se ne dozvoli upis koji bi uticao na smanjenje procenta osnovnog kapitala koji imaju regionalni članovi ispod sedamdeset pet (75) procenata ukupnog upisanog kapitala, osim ako se Odbor guvernera ne dogovori drugačije Glasom velike većine, kao što je predviđeno članom 28.
3. Odbor guvernera može, na zahtev nekog člana, povećati upis tog člana pod uslovima koje Odbor može utvrditi Glasom velike većine, kao što je predviđeno članom 28; pod uslovom da se ne dozvoli takvo povećanje upisa bilo kog člana koje bi uticalo na smanjenje procenta osnovnog kapitala koji imaju regionalni članovi

ispod sedamdeset pet (75) procenata ukupnog upisanog kapitala, osim ako se Odbor guvernera ne dogovori drugačije Glasom velike većine, kao što je predviđeno članom 28.

4. Odbor guvernera će pregledati osnovni kapital Banke u razmacima od najviše pet (5) godina. U slučaju povećanja odobrenog osnovnog kapitala, svaki član ima razumnu mogućnost da odmah upiše, pod uslovima koje utvrdi Odbor guvernera, deo povećanja kapitala koji odgovara srazmeri koju njegov do tada upisani kapital ima u odnosu na ukupan upisani kapital pre takvog povećanja. Nijedan član nije u obavezi da upiše bilo koji deo povećanja osnovnog kapitala.

Član 6. Plaćanje upisa

1. Uplata iznosa uplatnog osnovnog kapitala Banke koji je početno upisao svaki Potpisnik ovog sporazuma, koji postaje član u skladu sa članom 58. vrši se u pet (5) rata, od kojih je svaka dvadeset (20) procenata od tog iznosa, sa izuzetkom kako je to predviđeno u stavu 5. ovog člana. Svaki član plaća prvu ratu u roku od trideset (30) dana od dana stupanja na snagu ovog sporazuma, ili na dan ili pre datuma deponovanja u njegovo ime instrumenta ratifikacije, prihvatanja ili odobrenja u skladu sa stavom 1. člana 58, šta nastupi kasnije. Druga rata dospeva jednu (1) godinu nakon stupanja na snagu ovog sporazuma. Preostale tri (3) rate dospevaće sukcesivno (1) godinu od datuma dospeća prethodne rate.

2. Svaka rata uplate početnog upisa uplatnog osnovnog kapitala plaća se u dolarima ili drugoj konvertibilnoj valuti, sa izuzetkom kako je predviđeno u stavu 5. ovog člana. Banka može u bilo koje vreme da konvertuje te uplate u dolare. Sva prava, uključujući i prava glasa, stečena prema uplaćenim i pridruženim akcijama po pozivu za koje su plaćanja dospela, ali nisu primljena, biće ukinuta sve dok Banka ne primi punu uplatu.

3. Uplata iznosa upisanog osnovnog kapitala Banke na poziv podleže pozivu samo kada to zahteva Banka kako bi ispunila svoje obaveze. U slučaju poziva, uplata se može vršiti prema izboru člana, u dolarima ili u valuti koja je potrebna za izvršenje obaveza Banke u svrhu u koju je poziv izvršen. Pozivi za neplaćene upise moraju biti jednoobrazni u procentima na svim akcijama po pozivu.

4. Banka će odrediti mesto za bilo koje plaćanje po ovom članu, pod uslovom da se do osnivačkog sastanka Odbora guvernera izvrši uplata prve rate iz stava 1. ovog člana Vladi Narodne Republike Kine, kao povereniku Banke.

5. Član koji se smatra za manje razvijenu zemlju u smislu ovog stava može platiti ovaj upis prema stavovima 1. i 2. ovog člana, alternativno na sledeći način:

- (a) u celosti u dolarima ili drugoj konvertibilnoj valuti u najviše deset (10) rata, pri čemu je svaka takva rata jednaka deset (10) procenata ukupnog iznosa, prva i druga rata dospevaju kao što je navedeno u stavu 1. a treća do desete rate dospevaju na drugu i naredne godišnjice od datuma stupanja na snagu ovog sporazuma; ili
- (b) delimično u dolarima ili drugoj konvertibilnoj valuti i u proporciji do najviše pedeset (50) procenata svake rate u nacionalnoj valuti člana, prema rasporedu rata iz stava 1. ovog člana. Za plaćanja prema ovom podstavu (b) primenjuju se sledeće odredbe:
 - (i) Član je dužan da obavesti Banku u vreme upisa prema stavu 1. ovog člana o proporciji plaćanja koje će izvršiti u svojoj valuti.
 - (ii) Svako plaćanje člana u svojoj valuti u skladu sa ovim stavom 5. mora biti u iznosu koji Banka utvrdi da je ekvivalentan ukupnoj dolarskoj vrednosti dela upisa koji se plaća. Početno plaćanje biće u iznosu koji

član smatra odgovarajućim po ovom sporazumu, ali će biti podložno prilagođavanju, koje će se izvršiti u roku od devedeset (90) dana od datuma kada je to plaćanje dospelo, ako Banka utvrdi da je neophodno da se nadoknadi ukupan dolarski ekvivalent takve uplate.

- (iii) Kad god je po mišljenju Banke devizna vrednost valute člana u značajnoj meri depresirala, taj član plaća Banci u razumnom roku dodatni iznos svoje valute potreban za održavanje vrednosti svake takve valute koju Banka drži na računu upisa.
- (iv) Kad god je po mišljenju Banke devizna vrednost valute člana u značajnoj meri apresirala, Banka plaća tom članu u razumnom roku iznos te valute koja je potrebna za prilagođavanje vrednosti svake takve valute koju Banka drži na računu upisa.
- (v) Banka može odustati od svojih prava na plaćanje prema podstavu (iii), a član se može odreći prava na plaćanje prema podstavu (iv).

6. Banka prihvata od bilo kog člana koji plaća upis u skladu sa podstavom 5 (b) ovog člana menice ili druge obveznice koje izdaje Vlada člana ili depozitar određen od strane tog člana, umesto iznosa koji treba biti plaćen u valuti člana, pod uslovom da dati iznos nije potreban Banci za poslovanje. Takve menice ili obveznice su neprenosive, beskatne i plative po zahtevu Banke po nominalnoj vrednosti.

Član 7. Uslovi akcija

1. Akcije koje su početno upisali članovi biće izdate po nominalnoj vrednosti. Druge akcije se izdaju po nominalnoj vrednosti, osim ako Odbor guvernera Glasom specijalne većine, kako je predviđeno članom 28. ne odluči u posebnim okolnostima da ih izda pod drugim uslovima.
2. Akcije se ne mogu založiti niti opteretiti na bilo koji način, a mogu se preneti samo Banci.
3. Odgovornost članova za akcije ograničava se do neplaćenog dela njihove cene izdavanja.
4. Nijedan član neće biti odgovoran, po osnovu članstva, za obaveze Banke.

Član 8. Redovni resursi

Pojam „redovni resursi” Banke koji se koristi u ovom sporazumu uključuje sledeće:

- (i) odobreni osnovni kapital Banke, uključujući i uplatne i akcije po pozivu, upisane u skladu sa članom 5;
- (ii) sredstva koja je prikupila Banka na osnovu ovlašćenja koja su predviđena stavom 1. člana 16. na koje se primenjuje obaveza poziva predviđena u stavu 3. člana 6;
- (iii) sredstva primljena po osnovu otplata zajmova ili garancija odobrenih iz resursa navedenih u podstavovima (i) i (ii) ovog člana ili od prinosa ulaganja u kapital i drugih oblika finansiranja odobrenih u skladu sa podstavom 2. (iv) člana 11. izvršenih tim resursima;
- (iv) prihode koji potiču od zajmova iz pomenutih sredstava ili od garancija na koje se primenjuje obaveza poziva navedena u stavu 3. člana 6; i
- (v) sva druga sredstva ili prihodi koje je Banka primila koji ne čine deo njenih resursa Posebnih fondova iz člana 17. ovog sporazuma.

III POGLAVLJE

POSLOVANJE BANKE

Član 9. Korišćenje resursa

Resursi i sredstva Banke će se koristiti isključivo za sprovođenje svrhe i funkcija navedenih u čl. 1. i 2, kao i u skladu sa ispravnim bankarskim načelima.

Član 10. Redovni i posebni poslovi

1. Poslovanje Banke sastoji se iz:

- (i) redovnih poslova finansiranih iz redovnih resursa Banke, u skladu sa članom 8; i
- (ii) posebnih poslova finansiranih iz resursa Posebnih fondova u skladu sa članom 17.

Ove dve vrste poslova mogu odvojeno finansirati elemente istog projekta ili programa.

2. Redovni resursi i resursi Posebnih fondova Banke se u svako doba i u svakom pogledu čuvaju, koriste, poveravaju, investiraju ili na drugi način raspoređuju potpuno odvojeno jedni od drugih. Finansijski izveštaji Banke treba da prikazuju redovne poslove i posebne poslove odvojeno.

3. Redovni resursi Banke se neće, ni pod kojim uslovima, opterećivati niti koristiti za rasterećenje gubitka ili obaveza proisteklih iz posebnih poslova ili drugih aktivnosti za koje su resursi Posebnih fondova prvobitno korišćeni ili namenjeni.

4. Troškovi koji se direktno odnose na redovno poslovanje biće naplaćeni iz redovnih resursa Banke. Troškovi koji se direktno odnose na posebno poslovanje biće naplaćeni iz resursa Posebnih fondova. Svi ostali troškovi će se naplaćivati kako to odredi Banka.

Član 11. Primaoci i načini poslovanja

1. (a) Banka može obezbediti ili olakšati finansiranje svakom članu ili bilo kojoj njegovoj agenciji, instituciji ili političkom odseku, ili pak bilo kom entitetu ili privrednom društvu koji posluju na teritoriji nekog člana, ali i međunarodnim ili regionalnim agencijama ili entitetima koji se bave ekonomskim razvojem regiona.

(b) Banka može, u posebnim okolnostima, pružiti pomoć primaocu koji nije naveden u gornjem podstavu (a) samo ako Odbor guvernera, Glasom velike većine, kao što je predviđeno članom 28. (i) utvrdi da je takva pomoć svrsishodna i da je u funkciji Banke i u interesu članstva Banke; i (ii) odredi vrste pomoći prema stavu 2. ovog člana koje se mogu pružiti tom primaocu.

2. Banka može vršiti svoje poslove na bilo koji od sledećih načina:

- (i) dajući, sufinansirajući ili učestvujući u direktnim kreditima;
- (ii) ulaganjem sredstava u akcijski kapital neke institucije ili privrednog društva;
- (iii) garantujući, bilo kao primarni ili sekundarni dužnik, u celini ili delimično, kredite za ekonomski razvoj;
- (iv) raspoređivanjem resursa Posebnih fondova u skladu sa sporazumima o njihovoj upotrebi;
- (v) pružanjem tehničke pomoći u skladu sa članom 15; ili
- (vi) putem drugih oblika finansiranja, koje može utvrditi Odbor guvernera, Glasom specijalne većine, kao što je predviđeno članom 28.

Član 12. Ograničenja redovnog poslovanja

1. Ukupan iznos neizmirenih kredita, kapitalnih ulaganja, garancija i drugih oblika finansiranja koje Banka pruža u svom redovnom poslovanju u skladu sa podstavovima 2 (i), (ii), (iii) i (iv) člana 11. se neće ni u koje vreme povećati, ako bi se tim povećanjem prekoračio ukupan iznos nesmanjenog upisanog kapitala, rezervi i neraspoređene dobiti uključenih u redovne resurse. Bez obzira na odredbe iz prethodne rečenice, Odbor guvernera može, Glasom velike većine, kao što je predviđeno članom 28. u bilo koje vreme utvrditi da se, na osnovu finansijske pozicije i finansijskog stanja Banke, ograničenje prema ovom stavu može povećati, do 250% nesmanjenog upisanog kapitala, rezervi i neraspoređene dobiti Banke uključenih u redovne resurse.
2. Visina isplaćenih ulaganja Banke u kapital nikada neće premašiti iznos koji odgovara njenom ukupnom uplaćenom nesmanjenom upisanom kapitalu i opštim rezervama.

Član 13. Principi poslovanja

Poslovanje Banke vrši se u skladu sa principima koji su navedeni u nastavku.

1. Banka će se rukovoditi ispravnim bankarskim načelima u svom poslovanju.
2. Poslovanje Banke obezbeđuje, pre svega, finansiranje specifičnih projekata ili specifičnih investicionih programa, ulaganje u kapital, kao i tehničku pomoć u skladu sa članom 15.
3. Banka neće finansirati bilo koji projekat na teritoriji nekog člana ako se taj član protivi takvom finansiranju.
4. Banka će obezbediti da svako njeno poslovanje bude u skladu sa poslovnim i finansijskom politikom Banke, uključujući bez ograničenja, politike koje se odnose na ekološke i društvene uticaje.
5. Prilikom razmatranja prijave za finansiranje, Banka je dužna da uvaži sposobnost primaoca da pribavi finansiranje ili sredstva na drugim mestima pod uslovima koje Banka smatra razumnim za primaoca, uzimajući u obzir sve relevantne faktore.
6. Prilikom pružanja ili garantovanja finansiranja, Banka će uvažiti izgleda da će primalac i garant, ako postoje, biti u mogućnosti da ispune svoje obaveze iz ugovora o finansiranju.
7. Pri pružanju ili garantovanju finansiranja, finansijski uslovi, kao što su kamatna stopa i druge naknade i raspored otplate glavnice treba da su, po mišljenju Banke, odgovarajući za dotično finansiranje i rizik Banke.
8. Banka neće ograničavati nabavku roba i usluga iz bilo koje države iz sredstava bilo kog finansiranja preduzetog u redovnom ili posebnom poslovanju Banke.
9. Banka će preduzeti neophodne mere kako bi obezbedila da se sredstva bilo kog finansiranja koje pruža, garantuje ili u kome učestvuje Banka, koriste samo za svrhe za koje je odobreno finansiranje i uz dužnu pažnju uzimanja u obzir ekonomičnosti i efikasnosti.
10. Banka će voditi računa da izbegne nepoželjnu nesrazmeru korišćenja svojih resursa u korist bilo kog člana.
11. Banka će nastojati da održi razumnu diversifikaciju ulaganja u osnovni kapital. U svojim kapitalnim ulaganjima, Banka ne preuzima odgovornost za upravljanje bilo kog entiteta ili privrednog društva u koje ima ulaganje i neće tražiti kontrolni interes u dotičnom entitetu ili privrednom društvu, osim tamo gde je to potrebno kako bi se zaštitilo ulaganje Banke.

Član 14. Uslovi finansiranja

1. U slučaju davanja kredita ili učestvovanja u njima, ili davanja garancija Banke, ugovor će uspostaviti, u skladu sa principima poslovanja navedenim u članu 13. i prema drugim odredbama ovog sporazuma, uslove za predmetni kredit ili garanciju. Prilikom utvrđivanja takvih uslova, Banka će u potpunosti uzeti u obzir potrebu da se zaštiti njen prihod i finansijska pozicija.

2. Ako primalac kredita ili garancije nije sam član, Banka može, kada smatra da je preporučljivo, zahtevati da član na čijoj se teritoriji sprovodi predmetni projekat, ili javna agencija ili bilo koja institucija tog člana prihvatljiva za Banku, garantuje otplatu glavnice i plaćanje kamate i drugih naknada za kredit u skladu sa njenim uslovima.

3. Iznos svakog ulaganja u kapital ne sme preći onaj procenat osnovnog kapitala entiteta ili privrednog društva, koji je dozvoljen prema politikama koje odobrava Odbor direktora.

4. Banka može obezbediti finansiranje u svom poslovanju u valuti odgovarajuće zemlje, u skladu sa politikama koje minimalizuje valutni rizik.

Član 15. Tehnička pomoć

1. Banka može pružati tehničke savete i pomoć i druge slične oblike pomoći koji služe njenoj svrsi i u okviru su njenih funkcija.

2. U slučajevima kada troškovi nastali prilikom pružanja takvih usluga nisu nadoknađeni, Banka će takve troškove naplatiti iz prihoda Banke.

IV POGLAVLJE FINANSIJE BANKE

Član 16. Opšta ovlašćenja

Osim ovlašćenja koja su navedena na drugim mestima u ovom sporazumu, Banka ima ovlašćenja navedena u nastavku.

1. Banka može prikupljati sredstva, putem pozajmljivanja ili na druge načine, u zemljama članicama ili na drugim mestima, u skladu sa relevantnim zakonskim odredbama.

2. Banka može kupovati i prodavati hartije od vrednosti koje je Banka izdala ili garantovala ili u koje je investirala.

3. Banka može garantovati hartije od vrednosti u koje je investirala kako bi olakšala njihovu prodaju.

4. Banka može da obezbedi ili učestvuje u obezbeđenju hartija od vrednosti koje izdaje bilo koji entitet ili privredno društvo u skladu sa svrhom Banke.

5. Banka može ulagati ili deponovati sredstva koja nisu potrebna u njenom poslovanju.

6. Banka će obezbediti da svaka hartija od vrednosti koju izdaje ili garantuje Banka ima sasvim jasnu izjavu u smislu da to nije obaveza bilo koje Vlade, ukoliko to stvarno nije obaveza određene Vlade, u kom slučaju će to i navesti.

7. Banka može uspostaviti i upravljati sredstvima koja se nalaze u povereničkom fondu za druge strane, ukoliko takvi poverenički fondovi služe svrsi i potpadaju pod funkcije Banke, u okviru povereničkog fonda koji je odobrio Odbor guvernera.

8. Banka može osnovati pomoćna tela koja služe svrsi i u okviru su funkcija Banke, samo uz saglasnost Odbora guvernera putem Glasa specijalne većine u skladu sa članom 28.

9. Banka može vršiti druga ovlašćenja i uspostaviti pravila i propise koji mogu biti

potrebni ili odgovarajući za unapređenje njene svrhe i funkcija, u skladu sa odredbama ovog sporazuma.

Član 17. Posebni fondovi

1. Banka može prihvatiti Posebne fondove koji su namenjeni da služe svrsi i u okviru su funkcija Banke; takvi Posebni fondovi su resursi Banke. Ukupni troškovi upravljanja Posebnim fondom biće naplaćeni tom Posebnom fondom.
2. Posebni fondovi koje Banka prihvata mogu se koristiti pod uslovima u skladu sa svrhom i funkcijama Banke i ugovorom koji se odnosi na takve fondove.
3. Banka će usvojiti posebna pravila i propise koji mogu biti potrebni za osnivanje, upravljanje i korišćenje svakog Posebnog fonda. Takva pravila i propisi moraju biti u skladu sa odredbama ovog sporazuma, osim onih odredbi koje se izričito primenjuju samo na redovne poslove Banke.
4. Pojam „Resursi posebnih fondova” odnosi se na resurse bilo kojeg Posebnog fonda i uključuje:
 - (i) sredstva koja Banka prihvata za uključivanje u bilo koji Posebni fond;
 - (ii) sredstva primljena u vezi sa kreditima ili garancijama, i sredstva od bilo kojeg ulaganja u kapital finansiranih iz resursa bilo kog Posebnog fonda koje dati Posebni fond primi u skladu sa pravilima i propisima Banke koja upravlja tim Posebnim fondom;
 - (iii) prihod koji potiče iz ulaganja resursa Posebnih fondova; i
 - (iv) bilo koja druga sredstva stavljena na raspolaganje bilo kom Posebnom fondom.

Član 18. Raspodela i distribucija neto prihoda

1. Odbor guvernera će najmanje jednom godišnje odrediti koji deo neto prihoda Banke će, nakon obezbeđivanja za rezerve, biti dodeljen za neraspoređenu dobit ili u druge svrhe, a koji će deo, ako postoji, biti podeljen članovima. Svaka odluka o raspodeli neto prihoda Banke u druge svrhe biće doneta Glasom velike većine kao što je predviđeno članom 28.
2. Distribucija iz prethodnog stava vrši se srazmerno broju akcija koje ima svaki član, a plaćanja se vrše na način i u valuti koje odredi Odbor guvernera.

Član 19. Valute

1. Članovi neće nametati bilo kakva ograničenja za valute, uključujući prijem, držanje, korišćenje ili prenos od strane Banke ili bilo kog primaoca iz Banke, za plaćanja u bilo kojoj zemlji.
2. Kad god je po ovom sporazumu neophodno vrednovati bilo koju valutu prema drugoj ili utvrditi da li je neka valuta konvertibilna, takvu procenu ili odluku donosi Banka.

Član 20. Načini ispunjavanja obaveza Banke

1. U redovnom poslovanju Banke, u slučajevima zaostalih obaveza ili neizvršenih obaveza po kreditima koje daje, garantuje ili u kojima učestvuje Banka, i u slučajevima gubitaka po osnovu ulaganja u kapital ili drugih vrsta finansiranja iz podstava 2. (iv) člana 11. Banka će preduzeti odgovarajuće radnje. Banka će utvrditi odgovarajuće odredbe protiv mogućih gubitaka.
2. Gubici koji nastaju u redovnom poslovanju Banke se naplaćuju:
 - (i) prvo, prema odredbama iz stava 1. ovog člana;
 - (ii) drugo, iz neto prihoda;

- (iii) treće, iz rezervi i neraspoređene dobiti;
- (iv) četvrto, iz nesmanjenog uplaćenog kapitala; i
- (v) konačno, iz odgovarajućeg iznosa upisnog kapitala na poziv koji se poziva u skladu sa odredbama stava 3. člana 6.

V POGLAVLJE UPRAVLJANJE

Član 21. Struktura

Banka ima Odbor guvernera, Odbor direktora, Predsednika, jednog ili više potpredsednika, te druge službenike i neophodno osoblje.

Član 22. Odbor guvernera: Sastav

1. Svaki član je zastupljen u Odboru guvernera i imenuje jednog Guvernera i jednog Zamenika guvernera. Svaki Guverner i Zamenik guvernera će izvršavati odluke člana koji ga je imenovao. Nijedan Zamenik guvernera ne može da glasa, osim u odsustvu Guvernera kojeg zamenjuje.
2. Na svakom godišnjem sastanku, Odbor će izabrati jednog od Guvernera kao Predsedavajućeg koji će obavljati tu dužnost do izbora sledećeg Predsedavajućeg.
3. Guverneri i Zamenici guvernera će vršiti te funkcije bez nadoknade od Banke, ali im Banka može platiti razumne troškove nastale usled prisustvovanja sastancima.

Član 23. Odbor guvernera: Ovlašćenja

1. Sva ovlašćenja Banke biće preneti Odboru guvernera.
2. Odbor guvernera može preneti Odboru direktora bilo koje ili sva ovlašćenja, osim ovlašćenja da:
 - (i) prima nove članove i određuje uslove njihovog prijema;
 - (ii) povećava ili smanjuje odobreni osnovni kapital Banke;
 - (iii) suspenduje nekog člana;
 - (iv) rešava molbe o tumačenju ili primeni ovog sporazuma predate Odboru direktora;
 - (v) bira Direktore Banke i utvrđuje troškove koji se plaćaju za Direktore i Zamenike direktora i naknadu, ukoliko postoji, u skladu sa stavom 6. člana 25;
 - (vi) bira Predsednika, suspenduje ili ga uklanja sa funkcije i utvrđuje njegovu naknadu i druge uslove službe;
 - (vii) odobrava, nakon razmatranja izveštaja revizora, opšte bilanse i izveštaj o dobiti i gubitku Banke;
 - (viii) utvrđuje rezerve i raspodelu i distribuciju neto dobiti Banke;
 - (ix) menja i dopunjuje ovaj sporazum;
 - (x) odlučuje o prestanku poslovanja Banke i raspodeli njene imovine; i
 - (xi) vrši druga ovlašćenja koja su izričito dodeljena Odboru guvernera u ovom sporazumu.
3. Odbor guvernera zadržava puno ovlašćenje nad svim pitanjima koja su preneti Odboru direktora iz stava 2. ovog člana.

Član 24. Odbor guvernera: Procedura

1. Odbor guvernera održava godišnji sastanak i druge sastanke koje može predvideti Odbor guvernera ili sazvati Odbor direktora. Sednice Odbora guvernera

saziva Odbor direktora kad god to zatraži pet (5) članova Banke.

2. Većina guvernera će predstavljati kvorum za svaki sastanak Odbora guvernera pod uslovom da ta većina ne predstavlja manje od dve trećine ukupne glasačke snage članova.

3. Odbor guvernera će propisima utvrditi procedure kojima Odbor direktora može dobiti glas Guvernera o određenom pitanju bez sastanka i obezbediti elektronske sastanke Odbora guvernera u posebnim okolnostima.

4. Odbor guvernera i Odbor direktora, u meri u kojoj su ovlašćeni, mogu osnovati takva pomoćna tela i usvojiti takva pravila i propise, koji mogu biti potrebni ili odgovarajući za obavljanje poslova Banke.

Član 25. Odbor direktora: Sastav

1. Odbor direktora sastoji se od dvanaest (12) članova koji ne mogu biti članovi Odbora guvernera a od kojih:

- (i) devet (9) biraju Guverneri koji predstavljaju regionalne članove; a
- (ii) tri (3) biraju Guverneri koji zastupaju neregionalne članove.

Direktori su osobe visoke stručnosti u ekonomskim i finansijskim pitanjima i biraju se u skladu sa Prilogom B. Direktori predstavljaju članove čiji su ih Guverneri izabrali, kao i članove čiji Guverneri su im dodelili svoje glasove.

2. Odbor guvernera ponekad razmatra brojnost i sastav Odbora direktora i može povećati ili smanjiti broj ili revidirati sastav, po potrebi, Glasom velike većine kako je predviđeno članom 28.

3. Svaki Direktor imenuje Zamenika direktora sa punim ovlašćenjima da postupa u njegovo ime kada on nije prisutan. Odbor guvernera usvaja pravila koja omogućavaju Direktoru izabranom od većine određenog broja članova da imenuje dodatnog Zamenika direktora.

4. Direktori i Zamenici direktora moraju biti državljani država članica. Dva ili više direktora ne mogu biti istog državljanstva, niti dva ili više Zamenika direktora mogu biti istog državljanstva. Zamenici direktora mogu učestvovati na sastancima Odbora, ali mogu glasati samo kada Zamenik direktora obavlja aktivnosti umesto Direktora.

5. Direktori obavljaju dužnost dve (2) godine i mogu biti ponovo izabrani.

- (a) Direktori ostaju na svom položaju sve dok njihovi sledbenici ne budu izabrani i ne preuzmu dužnost.
- (b) Ako položaj Direktora ostane upražnjen više od sto osamdeset (180) dana pre isteka njegovog mandata, sledbenik će biti izabran u skladu sa Prilogom B, za ostatak mandata, od strane Guvernera koji su izabrali prethodnog Direktora. Za takav izbor je potrebna većina glasova Guvernera. Guverneri koji su izabrali Direktora mogu na sličan način izabrati sledbenika ako položaj Direktora bude upražnjen sto osamdeset (180) ili manje dana pre isteka njegovog mandata.
- (c) Dok je položaj Direktora upražnjen, Zamenik direktora bivšeg Direktora će vršiti ovlašćenja onog drugog, osim imenovanja Zamenika direktora.

6. Direktori i Zamenici direktora će vršiti funkciju bez nadoknade od Banke, osim ako Odbor guvernera ne odluči drugačije, ali im Banka može platiti razumne troškove nastale usled prisustvovanja sastancima.

Član 26. Odbor direktora: Ovlašćenja

Odbor direktora je odgovoran za usmeravanje opšteg poslovanja Banke i u tu svrhu

će, pored ovlašćenja koja su mu izričito dodeljena ovim sporazumom, vršiti sva ovlašćenja koja mu je preneo Odbor guvernera, a posebno:

- (i) pripremanje rada Odbora guvernera;
- (ii) uspostavljanje politike Banke i većinom, koja predstavlja ne manje od tri četvrtine ukupne glasačke snage članova, donošenje odluka o glavnim poslovnim i finansijskim politikama, kao i o prenosu ovlašćenja Predsedniku u skladu sa politikama Banke;
- (iii) donošenje odluka o poslovanju Banke iz stava 2. člana 11. i većinom, ne manjom od tri četvrtine ukupne glasačke snage članova, odlučivanje o prenosu takvog ovlašćenja Predsedniku;
- (iv) redovno nadgledanje upravljanja i rada Banke i uspostavljanje nadzornog mehanizma u tu svrhu, u skladu sa principima transparentnosti, otvorenosti, nezavisnosti i odgovornosti;
- (v) odobravanje strategije, godišnjeg plana i budžeta Banke;
- (vi) imenovanje komisija koje smatra poželjnim; i
- (vii) podnošenje revizorskih izveštaja za svaku finansijsku godinu na odobrenje Odbora guvernera.

Član 27. Odbor direktora: Procedura

1. Odbor direktora će se sastajati onoliko često koliko to poslovanje Banke zahteva, periodično tokom cele godine. Odbor direktora funkcioniše na nerezidentnoj osnovi, osim ako Odbor guvernera ne odluči drugačije Glasom velike većine, kao što je predviđeno članom 28. Sastanke može sazivati Predsedavajući ili kada god to zatraže tri (3) Direktora.
2. Većina direktora će predstavljati kvorum za svaki sastanak Odbora direktora, pod uslovom da ta većina ne predstavlja manje od dve trećine ukupne glasačke snage članova.
3. Odbor guvernera donosi propise prema kojima, ako nema Direktora njihovog državljanstva, neki član može poslati predstavnika da prisustvuje, bez prava glasa, bilo kom sastanku Odbora direktora kada se razmatra pitanje koje se posebno odnosi na tog člana.
4. Odbor direktora uspostavlja procedure kojima Odbor može održati elektronski sastanak ili glasati o pitanju bez održavanja sastanka.

Član 28. Glasanje

1. Ukupna glasačka snaga svakog člana se sastoji od zbira njegovih osnovnih glasova, glasova po osnovu akcija i, u slučaju Članova osnivača, glasova Članova osnivača.
 - (i) Osnovni glasovi svakog člana će biti broj glasova dobijen iz jednake raspodele između svih članova dvanaest (12) procenata ukupne sume osnovnih glasova, glasova po osnovu akcija i glasova svih Članova osnivača.
 - (ii) Broj glasova po osnovu akcija svakog člana je jednak broju akcija osnovnog kapitala Banke koje ima taj član.
 - (iii) Svakom Članu osnivaču dodeljuje se šesto (600) glasova Članova osnivača.

U slučaju da neki član ne isplati bilo koji deo dospelog iznosa u pogledu svojih obaveza, a u vezi sa uplaćenim akcijama iz člana 6, broj glasova po osnovu akcija koje član ostvaruje, sve dok traje to neizvršenje, srazmerno će se smanjiti, u procentualnom iznosu koji dospeli i neplaćeni iznos predstavlja od ukupne nominalne

vrednosti uplaćenih akcija koje je upisao taj član.

2. Prilikom glasanja u Odboru guvernera, svaki guverner ima pravo davanja glasa članu kojeg zastupa.

(i) Osim ako nije drugačije izričito predviđeno ovim sporazumom, o svim pitanjima pred Odborom guvernera se odlučuje većinom datih glasova.

(ii) Glas velike većine Odbora guvernera zahteva afirmativni glas dve trećine od ukupnog broja Guvernera, što predstavlja najmanje tri četvrtine ukupne glasačke snage članova.

(iii) Glas specijalne većine Odbora guvernera zahteva afirmativni glas većine od ukupnog broja Guvernera, što predstavlja najmanje većinu ukupne glasačke snage članova.

3. Prilikom glasanja u Odboru direktora svaki Direktor ima pravo da odredi broj glasova na koje imaju pravo Guverneri koji su ga izabrali i one na koje ima pravo svaki Guverner koji mu je dodelio glas, u skladu sa Prilogom B.

(i) Direktor koji ima pravo da preda glas više od jednog člana može glasove tih članova predati odvojeno.

(ii) Osim ako nije drugačije izričito predviđeno ovim sporazumom, o svim pitanjima pred Odborom direktora se odlučuje većinom datih glasova.

Član 29. Predsednik

1. Odbor guvernera, putem otvorenog, transparentnog procesa zasnovanog na zaslugama, bira Predsednika Banke Glasom velike većine u skladu sa članom 28. On treba da je državljanin regionalne države članice. Dok je na funkciji, Predsednik ne može biti Guverner, Direktor niti Zamenik nijednog od ta dva.

2. Mandat Predsednika traje pet (5) godina. Može biti još jednom izabran. Predsednik može biti suspendovan ili smenjen sa funkcije kada Odbor guvernera tako odluči Glasom velike većine, kao što je predviđeno članom 28.

(a) Ako položaj Predsednika iz bilo kog razloga ostane upražnjen tokom njegovog mandata, Odbor guvernera će imenovati vršioca dužnosti Predsednika, u skladu sa stavom 1. ovog člana.

3. Predsednik je Predsedavajući Odbora direktora, ali neće glasati, osim odlučujućeg glasa u slučaju jednake podele glasova. On može učestvovati na sastancima Odbora guvernera, bez prava glasa.

4. Predsednik je pravni zastupnik Banke. On je i šef osoblja Banke i vrši, po uputstvu Odbora direktora, tekuće poslove Banke.

Član 30. Službenici i osoblje Banke

1. Jednog ili više Potpredsednika imenuje Odbor direktora na preporuku Predsednika, na osnovu otvorenog, transparentnog postupka zasnovanog na zaslugama. Potpredsednik vrši dužnost za vreme mandata, vrši ona ovlašćenja i obavlja one funkcije u upravi Banke, koje može utvrditi Odbor direktora. U odsustvu ili nemogućnosti Predsednika, Potpredsednik vrši ovlašćenja i obavlja funkcije Predsednika.

2. Predsednik je odgovoran za organizaciju, imenovanje i razrešenje službenika i osoblja u skladu sa propisima koje usvaja Odbor direktora izuzev Potpredsednika, u meri u kojoj je to predviđeno u stavu 1. ovog člana.

3. Pri imenovanju službenika i osoblja i preporučivanju Potpredsednika, Predsednik će, s obzirom na najveću važnost obezbeđivanja najviših standarda efikasnosti i tehničke osposobljenosti, dužno voditi računa o regrutovanju osoblja na što široj

regionalnoj geografskoj osnovi.

Član 31. Međunarodni karakter Banke

1. Banka neće prihvatiti Pomoćne fondove, zajmove ili pomoć koji mogu na bilo koji način ugroziti, ograničiti, skrenuti ili na drugi način izmeniti njenu svrhu ili funkcije.
2. Banka, njen Predsednik, službenici i osoblje se ne smeju mešati u političke poslove bilo kog člana, niti će na njihove odluke uticati politički karakter dotičnog člana. Samo će ekonomski razlozi biti relevantni za njihove odluke. Takva razlozi će biti nepristrasno vrednovani kako bi se ostvarile i izvršile svrha i funkcije Banke.
3. Predsednik, službenici i osoblje Banke, pri napuštanju svoje funkcije, imaju obaveze samo prema Banci i nijednom drugom organu. Svaki član Banke će poštovati međunarodni karakter te obaveze i uzdržaće se od svih pokušaja da utiče na bilo koga pri napuštanju svoje funkcije.

VI POGLAVLJE OPŠTE ODREDBE

Član 32. Sedište Banke

1. Glavno sedište Banke se nalazi u Pekingu, Narodna Republika Kina.
2. Banka može osnivati predstavništva ili kancelarije na drugim mestima.

Član 33. Kanal komunikacije; Depozitari

1. Svaki član će odrediti odgovarajuće službeno lice sa kojim Banka može da komunicira u vezi sa bilo kojim pitanjem koje proizilazi iz ovog sporazuma.
2. Svaki član će odrediti svoju centralnu banku ili drugu instituciju koja može biti dogovorena sa Bankom, kao depozitara kod kojeg Banka može držati svoja sredstva u valuti tog člana kao i druga sredstva Banke.
3. Banka može držati svoja sredstva kod onih depozitara koje odredi Odbor direktora.

Član 34. Izveštaji i informacije

1. Radni jezik Banke će biti engleski, a Banka će se oslanjati na engleski tekst ovog sporazuma za sve odluke i tumačenja prema članu 54.
2. Članovi će dostavljati Banci informacije koje ona može razumno tražiti od njih, kako bi se olakšalo obavljanje njenih funkcija.
3. Banka će svojim članovima prosleđivati godišnji izveštaj koji sadrži revizorski izveštaj njenih računa i taj izveštaj će objaviti. Takođe, Banka će kvartalno davati svojim članovima sažeti izveštaj o svom finansijskom položaju i bilansu uspeha koji prikazuje rezultate poslovanja.
4. Banka će uspostaviti politiku o pristupu informacijama kako bi se promovisala transparentnost u njenom poslovanju. Banka može objaviti one izveštaje koje smatra poželjnim u obavljanju svojih ciljeva i funkcija.

Član 35. Saradnja sa članovima i Međunarodnim organizacijama

1. Banka će tesno sarađivati sa svim svojim članovima i na način koji smatra odgovarajućim u smislu ovog sporazuma, sa drugim međunarodnim finansijskim institucijama i međunarodnim organizacijama koje se bave ekonomskim razvojem regiona ili poslovnim oblastima Banke.
2. Banka može sklapati aranžmane sa takvim organizacijama u svrhe koje su u skladu sa ovim sporazumom, uz saglasnost Odbora direktora.

Član 36. Upućivanje

1. Upućivanje u ovom sporazumu na član ili Prilog odnosi se na članove i Priloge ovog sporazuma, osim ako nije drugačije naznačeno.
2. Upućivanje u ovom sporazumu na određeni pol će se jednako primenjivati na bilo koji pol.

VII POGLAVLJE**POVLAČENJE I SUSPENZIJA ČLANOVA****Član 37. Povlačenje iz članstva**

1. Svaki član se može povući iz Banke u bilo koje vreme tako što će pismeno obavestiti glavno sedište Banke.
2. Povlačenje člana stupa na snagu i njegovo članstvo prestaje na datum koji je naznačen u njegovom obaveštenju, ali ni u kom slučaju ne manje od šest (6) meseci od dana kada je Banka primila obaveštenje. Međutim, u bilo koje vreme pre nego što povlačenje konačno stupi na snagu, član može pismeno obavestiti Banku o otkazivanju obaveštenja o nameri povlačenja.
3. Član koji se povlači ostaje odgovoran za sve direktne i moguće obaveze prema Banci kojima je bio podložan na dan dostavljanja obaveštenja o povlačenju. Ako povlačenje konačno stupi na snagu, član neće imati nikakvu odgovornost za obaveze koje proizilaze iz poslovanja Banke učinjene nakon datuma kada je Banka primila obaveštenje o povlačenju.

Član 38. Suspenzija članstva

1. Ako član ne ispunji neku od svojih obaveza prema Banci, Odbor guvernera može suspendovati tog člana Glasom velike većine kao što je predviđeno članom 28.
2. Član koji je suspendovan automatski prestaje da bude član jednu (1) godinu od dana suspenzije, osim ako Odbor guvernera ne odluči Glasom velike većine kao što je predviđeno članom 28. da se član vrati na dobar položaj.
3. Dok je pod suspenzijom, član neće imati pravo da ostvaruje bilo koja prava iz ovog sporazuma, osim prava na povlačenje, ali će i dalje biti podložan svim svojim obavezama.

Član 39. Poravnanje računa

1. Nakon datuma kada neka zemlja prestane da bude članica, ona ostaje odgovorna za svoje direktne obaveze prema Banci i za svoje potencijalne obaveze prema Banci, sve dok su važeći deo bilo kog kredita, garancija, ulaganja u kapital ili drugih oblika finansiranja u skladu sa stavom 2. (vi) člana 11. (u daljem tekstu: drugo finansiranje), ugovoreni pre nego što je prestala da bude član, ali ne preuzima obaveze u pogledu kredita, garancija, ulaganja u kapital ili drugog finansiranja koje je nakon toga zaključila Banka, niti će imati udela u prihodima niti u troškovima Banke.
2. U trenutku kada neka država prestane da bude članica, Banka će ugovoriti otkup akcija te zemlje od strane Banke kao deo poravnanja računa sa tom državom u skladu sa odredbama stavova 3. i 4. ovog člana. U te svrhe, otkupna cena akcija je vrednost prema knjigovodstvu Banke na dan kada data država prestane da bude članica.
3. Plaćanje akcija koje Banka otkupljuje u skladu sa ovim članom uređuje se sledećim uslovima:
 - (i) Svaki iznos dospeo dotičnoj zemlji za njene akcije će se zadržati sve dok su ta zemlja, njena centralna banka ili njena predstavništva, institucije ili politički odseci

odgovorni prema Banci kao zajmoprimci, garanti ili druga ugovorna strana u pogledu ulaganja u kapital ili drugih finansiranja, i taj iznos može, po izboru Banke, da se primeni na sve obaveze kako dospevaju. Nijedan iznos neće biti zadržan na osnovu potencijalne obaveze zemlje za buduće pozive upisa akcija u skladu sa stavom 3. člana 6. U svakom slučaju, nijedan iznos dospeo članu za akcije se ne plaća šest (6) meseci nakon datuma kada zemlja prestane da bude članica.

(ii) Plaćanja akcija se mogu s vremena na vreme vršiti po predaji odgovarajućih sertifikata o vlasništvu nad akcijama od strane dotične zemlje, u meri u kojoj iznos dospelog duga kao otkupna cena u skladu sa stavom 2. ovog člana premašuje ukupni iznos obaveza, na zajmove, garancije, ulaganja u kapital i druga finansiranja iz tačke (i) ovog stava, sve dok bivši član ne primi pun iznos otkupa.

(iii) Plaćanja se vrše u raspoloživim valutama koje Banka utvrđuje, uzimajući u obzir njenu finansijsku poziciju.

(iv) Ako Banka pretrpi gubitke za bilo koji zajam, garanciju, kapitalne investicije ili drugo finansiranje neisplaćene na dan kada je zemlja prestala da bude članica i iznos takvih gubitaka premašuje iznos rezervi predviđenih za gubitke na taj dan, dotična zemlja će, po zahtevu, otplatiti iznos za koji bi se otkupna cena njenih akcija smanjila ako bi se gubici uzeli u obzir kada je utvrđena cena otkupa. Pored toga, bivši član ostaje odgovoran za bilo koji poziv za neplaćene upise u skladu sa stavom 3. člana 6, u istoj meri u kojoj bi bilo potrebno odgovoriti ako je došlo do smanjenja kapitala i da je poziv izvršen u vreme određivanja otkupne cene akcija.

4. Ako Banka prestane da posluje u skladu sa članom 41, u roku od šest (6) meseci od datuma kada neka država prestane da bude članica, sva prava dotične zemlje se utvrđuju u skladu sa odredbama čl. 41. do 43. Ta zemlja će se još uvek smatrati članom u svrhe tih članova, ali bez prava glasa.

VIII POGLAVLJE

SUSPENZIJA I PRESTANAK POSLOVANJA BANKE

Član 40. Privremeno obustavljanje poslovanja

U hitnim slučajevima, Odbor direktora može privremeno da obustavi poslove u vezi sa novim kreditima, garancijama, ulaganjima u kapital i drugim oblicima finansiranja u skladu sa podstavom 2 (vi) člana 11, u očekivanju mogućnosti za dalje razmatranje i postupanje Odbora guvernera.

Član 41. Prestanak poslovanja

1. Banka može okončati svoje poslovanje odlukom Odbora guvernera usvojenom Glasom velike većine kao što je predviđeno članom 28.
2. Nakon tog okončanja, Banka će odmah prekinuti sve aktivnosti, osim onih koji su u vezi sa urednom realizacijom, očuvanjem i zaštitom imovine i regulisanjem svojih obaveza.

Član 42. Odgovornost članova i plaćanja potraživanja

1. U slučaju prestanka poslovanja Banke, obaveza svih članova za nepozvane upise u osnovni kapital Banke i u pogledu depresijacije njihovih valuta će se nastaviti sve dok se sva potraživanja poverilaca, uključujući i sva potencijalna potraživanja, ne ispune.
2. Svi poverioci koji imaju direktna potraživanja se prvo isplaćuju iz aktive Banke, a zatim iz uplata Banci ili neplaćenih upisa ili upisa na poziv. Pre izvršenja bilo kakvih isplata poveriocima koji imaju direktna potraživanja, Odbor direktora će napraviti neophodne aranžmane, po svojoj proceni, da osigura srazmernu raspodelu između imalaca direktnih i potencijalnih potraživanja.

Član 43. Raspodela sredstava

1. Članovima se ne vrši raspodela sredstava na osnovu njihovih upisa u osnovni kapital Banke sve dok:

- (i) sve obaveze prema poveriocima ne budu ispunjene ili obezbeđene; i
- (ii) Odbor guvernera ne odluči Glasom velike većine, kao što je predviđeno članom 28, da izvrši takvu raspodelu.

2. Svaka raspodela Banke članovima mora biti u srazmeri sa osnovnim kapitalom koji ima svaki član i biće izvršena u vreme i prema uslovima koje Banka smatra poštenim i pravednim. Udeli raspodeljenih sredstava ne moraju biti jednaki u pogledu vrste sredstava. Nijedan član nema pravo da dobije svoj udeo u takvoj raspodeli sredstava sve dok ne ispuni sve svoje obaveze prema Banci.

3. Svaki član koji prima sredstva raspodeljena u skladu sa ovim članom uživa ista prava u pogledu onih sredstava koje je Banka uživala pre njihove raspodele.

IX POGLAVLJE

STATUS, IMUNITETI, PRIVILEGIJE I IZUZEĆA

Član 44. Svrha poglavlja

1. Da bi se omogućilo Banci da ispuni svoju svrhu i izvršava funkcije koje joj se poveravaju, status, imuniteti, povlastice i izuzeća predviđeni u ovom poglavlju će se dodeliti Banci na teritoriji svakog člana.

2. Svaki član će odmah preduzeti aktivnosti koje su neophodne kako bi se na njegovoj teritoriji izvršile odredbe predviđene u ovom poglavlju i obavestavati Banku o preduzetim merama.

Član 45. Status Banke

Banka će imati pravni subjektivitet, a naročito punu pravnu sposobnost:

- (i) da ugovara;
- (ii) da stiče i raspolaže nepokretnom i pokretnom imovinom;
- (iii) da pokreće i odgovara na sudske postupke; i
- (iv) da preduzme druge mere koje mogu biti potrebne ili korisne njenoj svrsi i aktivnostima.

Član 46. Imunitet od sudskog postupka

1. Banka uživa imunitet od svakog oblika pravnog postupka, osim u slučajevima koji proističu iz ili u vezi sa vršenjem ovlašćenja za prikupljanje sredstava, putem pozajmica ili na drugi način, garantovanjem obaveza ili kupovinom i prodajom ili obezbeđenjem prodaje hartija od vrednosti, u kojim slučajevima postupci mogu biti podneti protiv Banke samo pred nadležnim sudom na teritoriji zemlje u kojoj Banka ima kancelariju, ili je imenovan zastupnik radi prihvatanja usluge ili obaveštenja o postupku, ili su izdate ili garantovane hartije od vrednosti.

2. Bez obzira na odredbe stava 1. ovog člana, protiv Banke ne može preduzimati mere nijedan član, niti bilo koje predstavništvo ili institucija nekog člana, kao ni bilo koji entitet ili lice koje direktno ili indirektno deluje za ili izvodi potraživanja od člana ili od bilo kog predstavništva ili institucije člana. Članovi će pribeći posebnim procedurama za rešavanje sporova između Banke i njenih članova kako može biti propisano ovim sporazumom, regulativom i propisima Banke ili ugovorima zaključenim sa Bankom.

3. Imovina i sredstva Banke će, bez obzira gde se nalaze i ko ih drži, biti imuni na

sve oblike zaplene, pripajanja ili izvršenja pre dostavljanja pravosnažne presude protiv Banke.

Član 47. Imunitet sredstava i arhiva

1. Imovina i sredstva Banke će, bez obzira gde se nalaze i ko ih drži, biti imuni na pretres, oduzimanje, konfiskaciju, eksproprijaciju ili bilo koji drugi oblik oduzimanja imovine putem izvršnih ili zakonskih mera.

2. Arhiva banke i, uopšte, svi dokumenti koji joj pripadaju, ili koje drži, biće nepovredivi, bilo gde da se nalaze i ko god ih drži.

Član 48. Sloboda sredstava od ograničenja

U meri neophodnoj za efikasno izvršavanje svrhe i funkcija Banke i prema uslovima odredaba ovog sporazuma, sva imovina i sredstva Banke se oslobađaju ograničenja, propisa, kontrola i moratorijuma bilo koje vrste.

Član 49. Privilegija komunikacija

Svaki član će zvaničnim komunikacijama Banke dodeljivati isti tretman kojeg se ona pridržava pri zvaničnoj komunikaciji bilo kog drugog člana.

Član 50. Imunitet i privilegije službenika i zaposlenih

Svi Guverneri, Direktori, Zamenici, Predsednik, Potpredsednici i drugi službenici i zaposleni u Banci, uključujući stručnjake i konsultante koji obavljaju misije ili usluge za Banku:

(i) imaju imunitet od pravnog postupka u odnosu na radnje koje obavljaju u službenom svojstvu, osim kada se Banka odrekne imuniteta, i uživaju nepovredivost svih svojih službenih dokumenata, dokumenata i evidencija;

(ii) ako nisu lokalni građani ili državljani, dobijaju isti imunitet bez imigracionih ograničenja, zahteva za registraciju stranaca i obaveza državne službe, kao i iste uslove u pogledu deviznih propisa, kao što su članovi ugovorili sa predstavnicima, službenicima i zaposlenima sa uporedivim statusom drugih članova; i

(iii) dobijaju isti tretman u odnosu na putne olakšice, kao što su članovi ugovorili sa predstavnicima, službenicima i zaposlenima sa uporedivim statusom drugih članova.

Član 51. Izuzeće od oporezivanja

1. Banka, njena sredstva, imovina, prihod i poslovanje i transakcije prema ovom sporazumu oslobađaju se svih poreza i svih carinskih dažbina. Banka će biti oslobođena obaveze plaćanja, odbitka ili naplate bilo kojeg poreza ili dažbine.

2. Nijedan porez bilo koje vrste se ne naplaćuje u odnosu na zarade, naknade i troškove, po mogućstvu, koje Banka plaća Direktor, Zameniku direktora, Predsedniku, Potpredsednicima i drugim službenicima ili zaposlenima u Banci, uključujući i stručnjake i konsultante koji obavljaju misije ili usluge za Banku, osim ako član ne deponuje instrumentom o ratifikaciji, prihvatanje ili odobrenje izjave da taj član zadržava za sebe i svoje političke odseke pravo da oporezuje zarade i moguće naknade koje Banka plaća građanima ili državljanima datog člana.

3. Nijedan porez ne može biti obračunat na bilo koju obavezu ili hartiju od vrednosti koju izdaje Banka, uključujući bilo koju dividendu ili kamatu na to, ko god da ih drži:

(i) koji diskriminiše takvu obavezu ili hartiju od vrednosti isključivo zato što ih izdaje Banka; ili

(ii) ako je jedini pravni osnov za takvo oporezivanje mesto ili valuta u kojoj je izdata, učinjena plativom ili plaćena, ili lokacija bilo koje kancelarije ili mesta poslovanja koje Banka drži.

4. Nijedan porez ne može se obračunavati na bilo koju obavezu ili hartiju od vrednosti koju Banka garantuje, uključujući bilo koju dividendu ili kamatu na to, ko god da ih drži:

- (i) koji diskriminiše takvu obavezu ili hartiju od vrednosti isključivo zato što ih garantuje Banka; ili
- (ii) ako je jedini pravni osnov za takvo oporezivanje mesto bilo koje kancelarije ili mesta poslovanja koje Banka drži.

Član 52. Odricanja

1. Banka se po svom diskrecionim pravu može odreći bilo kojih privilegija, imuniteta i izuzeća koja su joj data po ovom poglavlju, u bilo kom slučaju ili osnovu, na način i pod uslovima koje utvrdi kao odgovarajuće i u najboljem interesu Banke.

X POGLAVLJE

IZMENE I DOPUNE, TUMAČENJE I ARBITRAŽA

Član 53. Izmene i dopune

1. Ovaj sporazum se može menjati samo odlukom Odbora guvernera koja se odobri Glasom velike većine kao što je predviđeno članom 28.

2. Bez obzira na odredbe stava 1. ovog člana, jednoglasna saglasnost Odbora guvernera je potrebna za usvajanje bilo kojih izmena i dopuna koje menjaju:

- (i) pravo na povlačenje iz Banke;
- (ii) ograničenja odgovornosti navedena u stavovima 3. i 4. člana 7; i
- (iii) prava koja se odnose na kupovinu osnovnog kapitala iz stava 4. člana 5.

3. Svi predlozi za izmenu i dopunu ovog sporazuma, bez obzira da li ih daju članovi ili Odbor direktora, dostavljaju se Predsedavajućem Odbora guvernera, koji ih onda predlaže pred Odborom guvernera. Kada se usvoji izmena i dopuna, Banka će to potvrditi u zvaničnom saopštenju upućenom svim članovima. Izmene i dopune stupaju na snagu za sve članove tri (3) meseca nakon datuma službenog obaveštenja, osim ako Odbor guvernera ne odredi drugačiji period.

Član 54. Tumačenje

1. Sva pitanja tumačenja ili primene odredaba ovog sporazuma između bilo kog člana i Banke, ili između dva ili više članova Banke, podnose se Odboru direktora na odluku. Ako u Odboru nema Direktora sa njegovim državljanstvom, član koga se posebno tiče pitanje koje se razmatra ima pravo na direktno zastupanje u Odboru direktora tokom takvog razmatranja; međutim, predstavnik tog člana neće glasati. Takvo pravo zastupanja reguliše Odbor guvernera.

2. U svim slučajevima kada je Odbor direktora doneo odluku iz stava 1. ovog člana, svaki član može zatražiti da se pitanje uputi Odboru guvernera, čija će odluka biti konačna. Do donošenja odluke Odbora guvernera, Banka može, u meri u kojoj je potrebno, postupati na osnovu odluke Odbora direktora.

Član 55. Arbitraža

Ako između Banke i države koja je prestala da bude članica ili između Banke i bilo kog člana nakon usvajanja odluke o prestanku poslovanja Banke, dođe do neslaganja, takvo neslaganje se podnosi na arbitražu tribunala tri arbitra. Jednog od arbitara imenuje Banka, drugog dotična zemlja, a trećeg, osim ako se strane ne dogovore drugačije, Predsednik Međunarodnog suda pravde ili drugi organ, kao što je utvrđeno propisima usvojenim od strane Odbora guvernera. Većinski glas arbitara biće dovoljan da se donese odluka koja je konačna i obavezujuća za strane. Treći

arbitar će biti ovlašćen da rešava sva pitanja u postupku u bilo kom slučaju kada stranke nisu u saglasnosti u vezi s tim.

Član 56. Kada se odobrenje smatra datim

Kad god je potrebna saglasnost bilo kog člana pre nego što Banka može izvršiti neku radnju, osim u skladu sa stavom 2. člana 53, smatraće se da je odobrenje dato, osim ako član ne podnese prigovor u razumnom roku koji može odrediti Banka pri obaveštavanju člana o predloženoj radnji.

XI POGLAVLJE ZAVRŠNE ODREDBE

Član 57. Potpis i deponovanje

1. Ovaj sporazum, deponovan kod Vlade Narodne Republike Kine (u daljem tekstu: „Depozitar”), ostaje otvoren do 31. decembra 2015. godine za potpis Vlada zemalja čija su imena navedena u Prilogu A.
2. Depozitar šalje overene kopije ovog sporazuma svim Potpisnicima i drugim zemljama koje postaju članovi Banke.

Član 58. Ratifikacija, prihvatanje ili odobrenje

1. Ovaj sporazum podleže ratifikaciji, prihvatanju ili odobrenju Potpisnika. Instrumenti ratifikacije, prihvatanja ili odobrenja deponuju se kod Depozitara najkasnije do 31. decembra 2016. godine ili, ako je potrebno, do nekog kasnijeg datuma, o kojem odlučuje Odbor guvernera Glasom specijalne većine u skladu sa članom 28. Depozitar će blagovremeno obavestiti ostale Potpisnike o svakom deponovanju i datumu izdavanja.
2. Potpisnik čiji je instrument ratifikacije, prihvatanja ili odobrenja deponovan pre datuma stupanja na snagu ovog sporazuma, postaje član Banke tog dana. Svaki drugi Potpisnik u skladu sa odredbama prethodnog stava postaje član Banke na dan kada je deponovan njegov instrument ratifikacije, prihvatanja ili odobrenja.

Član 59. Stupanje na snagu

Ovaj sporazum stupa na snagu kada se deponuju instrumenti o ratifikaciji, prihvatanju ili odobrenju od najmanje deset (10) Potpisnika čiji početni upisi, kako je navedeno u Prilogu A ovog sporazuma, u ukupnom iznosu sadrže najmanje pedeset (50) procenata ukupnih takvih upisa.

Član 60. Svečana sednica i početak poslovanja

1. Čim ovaj sporazum stupi na snagu, svaki član imenuje Guvernera, a Depozitar će sazvati svečanu sednicu Odbora guvernera.
2. Na svečanoj sednici, Odbor guvernera:
 - (i) bira Predsednika;
 - (ii) bira Direktora banke u skladu sa stavom 1. člana 25. pod uslovom da Odbor direktora može odlučiti da izabere manje Direktora za početni period kraći od dve godine, uzimajući u obzir broj članova i Potpisnika koji još nisu postali članovi;
 - (iii) dogovara utvrđivanje datuma na koji će Banka započeti svoje poslovanje; i
 - (iv) pravi i ostale aranžmane neophodne za pripremu početka poslovanja.
3. Banka obaveštava svoje članove o datumu početka poslovanja.

SAČINJENO u Pekingu, Narodna Republika Kina, 29. juna 2015. godine, u jednom originalu deponovanom u arhivi Depozitara, čiji su engleski, kineski i francuski tekstovi jednako verodostojni.

PRILOG A

Početni upisi odobrenog osnovnog kapitala za zemlje koje mogu postati članice u skladu sa članom 58.

	Broj akcija	Upis kapitala (u milionima \$)
DEO A.		
REGIONALNI ČLANOVI		
Australija	36.912	3.691,2
Azerbejdžan	2.541	254,1
Bangladeš	6.605	660,5
Brunej	524	52,4
Kambodža	623	62,3
Kina	297.804	29.780,4
Gruzija	539	53,9
Indija	83.673	8.367,3
Indonezija	33.607	3.360,7
Iran	15.808	1.580,8
Izrael	7.499	749,9
Jordan	1.192	119,2
Kazahstan	7.293	729,3
Koreja	37.388	3.738,8
Kuvajt	5.360	536,0
Kirgistan	268	26,8
Laoska Narodna Republika	430	43,0
Malezija	1.095	109,5
Maldivi	72	7,2
Mongolija	411	41,1
Mijanmar	2.645	264,5
Nepal	809	80,9
Novi Zeland	4.615	461,5
Oman	2.592	259,2
Pakistan	10.341	1.034,1
Filipini	9.791	979,1
Katar	6.044	604,4
Rusija	65.362	6.536,2
Saudijska Arabija	25.446	2.544,6

Singapur	2.500	250,0
Šri Lanka	2.690	269,0
Tadžikistan	309	30,9
Tajland	14.275	1.427,5
Turska	26.099	2.609,9
Ujedinjeni Arapski Emirati	11.857	1.185,7
Uzbekistan	2.198	219,8
Vijetnam	6.633	663,3
Nedodeljeno	16.150	1.615,0
UKUPNO	750.000	75.000,0

**DEO B.
NEREGIONALNI ČLANOVI**

Austrija	5.008	500,8
Brazil	31.810	3.181,0
Danska	3.695	369,5
Egipat	6.505	650,5
Finska	3.103	310,3
Francuska	33.756	3.375,6
Nemačka	44.842	4.484,2
Island	176	17,6
Italija	25.718	2.571,8
Luksemburg	697	69,7
Malta	136	13,6
Holandija	10.313	1.031,3
Norveška	5.506	550,6
Poljska	8.318	831,8
Portugal	650	65,0
Južna Afrika	5.905	590,5
Španija	17.615	1.761,5
Švedska	6.300	630,0
Švajcarska	7.064	706,4
Ujedinjeno Kraljevstvo	30.547	3.054,7

Nedodeljeno	2.336	233,6
UKUPNO	250.000	25.000,0
UKUPAN ZBIR	1.000.000	100.000,0

PRILOG B

IZBOR DIREKTORA

Odbor guvernera propisuje pravila za sprovođenje svakog izbora Direktora, u skladu sa sledećim odredbama.

1. Izborne jedinice. Svaki Direktor zastupa jednog ili više članova u izbornoj jedinici. Ukupna zbirna glasačka snaga svake izborne jedinice sastoji se od glasova koje Direktor ima pravo da da u skladu sa stavom 3. člana 28.

2. Glasačka snaga izborne jedinice. Za svake izbore, Odbor guvernera utvrđuje Minimalni procenat glasačkih ovlašćenja za izborne jedinice za Direktore koje biraju Guverneri koji predstavljaju regionalne članove (Regionalne direktore) i Minimalni procenat glasačkih ovlašćenja za izborne jedinice za Direktore koje biraju Guverneri koji predstavljaju neregionalne članove (Neregionalni direktori).

(a) Minimalni procenat za Regionalne direktore određuje se kao procenat od ukupnog broja glasova koji mogu biti dati od strane Guvernera koji predstavljaju regionalne članove (Regionalni guverneri). Početni minimalni procenat za Regionalne direktore iznosi 6%.

(b) Minimalni procenat za Neregionalne direktore određuje se kao procenat od ukupnog broja glasova koji mogu biti dati od strane Guvernera koji predstavljaju neregionalne članove (Neregionalni guverneri). Početni minimalni procenat za Neregionalne direktore iznosi 15%.

3. Procenat prilagođavanja. Da bi se podesila glasačka snaga u izbornim jedinicama kada se zahteva naredni krug glasanja prema niže navedenom stavu 7. Odbor guvernera će za svake izbore uspostaviti Procenat prilagođavanja za Regionalne direktore i Procenat prilagođavanja za Neregionalne direktore. Svaki Procenat prilagođavanja mora biti veći od odgovarajućeg Minimalnog procenta.

(a) Minimalni procenat za Regionalne direktore određuje se kao procenat od ukupnog broja glasova koje mogu dati Regionalni guverneri u izborima. Početni Procenat prilagođavanja za Regionalne direktore iznosi 15%.

(b) Procenat prilagođavanja za Neregionalne direktore određuje se kao procenat od ukupnog broja glasova koje mogu dati Neregionalni guverneri u izborima. Početni Procenat prilagođavanja za Neregionalne direktore iznosi 60%.

4. Broj kandidata. Za svake izbore, Odbor guvernera utvrđuje broj Regionalnih direktora i Neregionalnih direktora koji će biti izabrani, s obzirom na odluke o brojnosti i sastavu Odbora direktora u skladu sa stavom 2. člana 25.

(a) Početni broj Regionalnih direktora je devet.

(b) Početni broj Neregionalnih direktora je tri.

5. Nominacije. Svaki Guverner može nominovati samo jednu osobu. Kandidate za položaj Regionalnog direktora imenuju Regionalni guverneri. Kandidate za položaj Neregionalnog direktora imenuju Neregionalni guverneri.

6. Glasanje. Svaki guverner može glasati za jednog kandidata, dajući sve glasove na koje član koji ga imenuje ima pravo na osnovu stava 1. člana 28. Izbor Regionalnih direktora biće vršen glasanjem Regionalnih guvernera. Izbor Neregionalnih direktora biće vršen glasanjem Neregionalnih guvernera.

7. Prvi krug glasanja. U prvom krugu glasanju kandidati koji dobijaju najveći broj glasova, do broja Direktora koji će biti izabrani, biraju se za direktore, pod uslovom da, kako bi bio izabran, kandidat dobije dovoljan broj glasova za postizanje važećeg

Minimalnog procenta.

- (a) Ako u prvom krugu glasanja nije izabran potreban broj direktora, a broj kandidata je bio isti kao i broj Direktora koji će biti izabrani, Odbor guvernera će utvrditi naknadne mere za završetak izbora Regionalnih direktora ili izbora Neregionalnih direktora, u zavisnosti od slučaja.

8. Naredni krugovi glasanja. Ako u prvom krugu glasanja nije izabran potreban broj direktora, a bilo je više kandidata od broja Direktora koji će biti izabrani na glasanju, nakon toga će biti potrebni naredni krugovi glasanja. Za naredne krugove glasanja:

- (a) Kandidat koji dobije najmanji broj glasova u prethodnom krugu glasanja neće biti kandidat u sledećem krugu glasanja.
- (b) Glasove daju samo: (i) Guverneri koji su glasali u prethodnom krugu glasanja za kandidata koji nije izabran; i (ii) Guverneri za čije glasove za izabranog kandidata se smatra da su podigli glasove za tog kandidata iznad važećeg Procenta prilagođavanja pod (c) u nastavku.
- (c) Glasovi svih Guvernera koji daju glas za svakog kandidata biće dodati u opadajućem redosledu, sve dok broj glasova koji predstavlja važeći Procenat prilagođavanja nije prekoračen. Smatraće se da su Guverneri čiji glasovi su prebrojani u tom obračunu dali sve svoje glasove za tog Direktora, uključujući i Guvernera čiji glasovi su doneli ukupan iznos iznad Procenta prilagođavanja. Preostali Guverneri čiji se glasovi ne računaju u tom obračunu smatraće se da su podigli ukupan broj glasova kandidata iznad Procenta prilagođavanja, a glasovi tih Guvernera neće se računati za izbor tog kandidata. Ovi preostali guverneri mogu da glasaju u sledećem krugu glasanja.
- (d) Ako u bilo kom narednom krugu glasanja ostane izabran samo jedan Direktor, taj Direktor može biti izabran prostom većinom preostalih glasova. Svi ti preostali glasovi smatraće se kao uračunati za izbor poslednjeg Direktora.

9. Dodela glasova. Svaki Guverner koji ne učestvuje u glasanju za izbor ili čiji glasovi ne doprinose izboru Direktora može dodeliti glasove na koje ima pravo izabranom Direktoru, pod uslovom da je taj Guverner prvo dobio saglasnost svih onih Guvernera koji su izabrali tog Direktora na taj položaj.

10. Privilegije Članova osnivača. Nominacija i glasanje Guvernera za Direktore i imenovanje Zamenika direktora od strane Direktora poštuju princip da svaki Član osnivač ima pravo da imenuje Direktora ili Zamenika direktora u svojoj izbornoj jedinici trajno ili na osnovu rotacije.

Član 3.

Ovaj zakon stupa na snagu osmog dana od dana objavljivanja u „Službenom glasniku Republike Srbije - Međunarodni ugovori”.