

# 1988 AGREEMENT OF THE ESTABLISHMENT OF THE ASEAN TOURISM INFORMATION CENTRE

*Adopted in Kuala Lumpur, Malaysia on 26 September 1988*

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## PREAMBLE

The Governments of Brunei Darussalam, the Republic of Indonesia, Malaysia, the Republic of the Philippines, the Republic of Singapore and the Kingdom of Thailand.

**BEING** members of the Association of South East Asian Nations, hereinafter referred to as "ASEAN".

**MINDFUL** of the rapidly growing activities of the Sub-Committee on Tourism of the Committee

**RECOGNIZING** that the growth has increased the need in ASEAN SCOT for a central administration.

**DO HEREBY AGREE AS FOLLOWS:**

## ARTICLE I ESTABLISHMENT

1. There shall be established an ASEAN Tourism Information Centre in the Region, hereinafter referred to as "The Centre".
2. The Centre shall have its seat in Kuala Lumpur, Malaysia, hereinafter referred to as the "Host Country".
3. The Centre shall operate for a period of three years from the date of its establishment. At the end of this period, ASEAN SCOT will conduct a review of the operations of the Centre.

## ARTICLE II PURPOSE

The purpose of the Centre is to serve as an information centre on ASEAN tourism and to undertake promotional activities to vitalise greater travel from and among ASEAN Member Countries as well as to promote greater tourist traffic from countries outside the ASEAN region through close cooperation among the ASEAN Member Countries.

## **ARTICLE III MEMBERSHIP**

The Governments of Member Countries of ASEAN as Parties to this Agreement shall be members of the Centre. They shall designate such body or bodies responsible for tourism in their respective countries to represent them in the Centre.

## **ARTICLE IV ORGANIZATION**

1. (i) The Centre shall consist of Executive Director, Deputy Executive Director and other personnel who shall be nationals of ASEAN Member Countries.
  - (ii) The Executive Director and Deputy Executive Director of the Centre shall be appointed by ASEAN SCOT. Other personnel of the Centre shall be appointed by the Executive Director. All such appointments shall be reported to ASEAN SCOT.
  - (iii) The Executive Director shall represent the Centre as its Chief Executive and shall be responsible to ASEAN SCOT and report directly to the Chairman of ASEAN SCOT.
  - (iv) The term of office of the Executive Director shall be three years and he may be reappointed. He shall, however, cease to hold office when ASEAN SCOT so decides.
  - (v) The Executive Director shall in addition to exercising the powers assigned to him expressly by this Agreement, execute and monitor the annual work programme. He shall also implement the decisions of ASEAN SCOT.
  - (vi) The terms and conditions of employment of all personnel shall be set out in Staff Regulations approved by ASEAN SCOT.
  - (vii) The Executive Director shall present drafts of staff regulations for the Centre to ASEAN SCOT for its approval and shall apply and carry out the same from such date as it may specify.
2. The Centre shall be responsible to ASEAN SCOT, in particular on matters pertaining to:
    - (i) the plan of operation and work programme concerning the operation of the Centre;
    - (ii) approval of annual work programme and the annual budget of revenues and expenditures of the Centre within the framework of the plan of operation and work programme;
    - (iii) approval of the annual report on the operation of the Centre;
    - (iv) the terms and conditions for the appointment of the Executive Director, Deputy Executive Director and all other personnel;
    - (v) the disposal of the property and assets of the Centre in case of the dissolution of the Centre and any other matters connected with the dissolution; and
    - (vi) all other matters that may be referred to the Centre by ASEAN SCOT.

## **ARTICLE V ACTIVITIES**

The Centre shall undertake the following activities:

1. to introduce and publicise in ASEAN Member Countries, and other parts of the world, the tourism resources and tourism investment opportunities of the ASEAN member countries;
2. to coordinate and implement short and long-term marketing programmes for the promotion of inter-regional and intra-ASEAN travel;
3. to liaise and coordinate with other tourism entities on related activities and to establish closer working relationships with the private sector in the promotion of ASEAN tourism;
4. to exchange information on the ASEAN tourism industry and monitor industry trends within and outside the region;
5. to prepare the substantive requirements of the Meetings of ASEAN Heads of National Tourism Organizations and ASEAN SCOT and to coordinate with the host Secretariat in regard to such meetings;
6. to maintain close rapport with the mass media and to provide active public relations and publicity support on tourism both within and outside the region;
7. to coordinate and liaise with the host country on the preparations of the annual ASEAN Tourism Forum;
8. to undertake any other activities related to the promotion of travel into and within the Region, as may be determined by ASEAN SCOT;
9. to collect, gather and compile information and data from member countries as well as from other sources which will serve as inputs for study on developments and trends of ASEAN and global tourism and to circulate such information to ASEAN Member Countries; and
10. to assist if requested by official bodies responsible for tourism in ASEAN Member Countries, on matters pertaining to plans of operations and work programmes.

## **ARTICLE VI FINANCE**

1. The operation of the Centre shall be financed by ASEAN SCOT based on equal contributions by the Contracting Parties through the ASEAN SCOT.
2. The financial regulations governing the Centre shall be determined by ASEAN SCOT.

## **ARTICLE VII AMENDMENTS**

Any Contracting Party may make written proposals for any amendment to this Agreement. Any amendment shall become effective upon acceptance by all Contracting Parties.

## **ARTICLE VIII RATIFICATION**

1. This Agreement is subject to the ratification by the Contracting Parties.
2. The Instruments of Ratification shall be deposited with the ASEAN Secretariat in Jakarta, Indonesia, which is hereby designated as depositary authority.

## **ARTICLE IX DISPOSAL OF ASSETS**

If at any time the operation of the Centre is not extended by the contracting parties as stipulated in Article 1.3, the assets of the Centre shall be distributed in accordance with such scheme as the parties may agree.

## **ARTICLE X ENTRY INTO FORCE**

This Agreement shall enter into force on the date on which the sixth Instrument of Ratification is deposited.

**IN WITNESS WHEREOF** the undersigned, being duly authorised thereto by their respective Governments, have signed this Agreement.

**DONE** at Kuala Lumpur in seven originals in the English language this 26th day of September One Thousand Nine Hundred Eighty Eight,

For the Government of Brunei Darussalam: **PENGIRAN DATO PADUKA HAJI JALUDDIN BIN PENGIRAN MOHD. LIMBANG**, High Commissioner of Brunei Darussalam to Malaysia

For the Government of the Republic of Indonesia: **JUNIZAR JACUB**, Charges d'Affaires of the Embassy of the Republic of Indonesia

For the Government of Malaysia: **Ambassador Dato' Abdullah Zawawi bin Hj. Mohamed**, Director-General ASEAN – Malaysia

For the Government of the Republic of the Philippines: **PABLO R. SUAREZ**, Ambassador of Philippines to Malaysia

For the Government of the Republic of Singapore: **S.R. NATHAN**, High Commissioner of the Republic of Singapore to Malaysia

For the Government of the Kingdom of Thailand: **DR. CHAWAN CHAWANID**, Ambassador of Thailand to Malaysia