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

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

ARTICLE 1

UNDERLYING PRINCIPLES

1.1 The Contracting Parties reaffirm that their cooperation with respect to Northeast Asia and in particular the Tumen River Economic Development Area, is based on the common interests of their Governments to increase mutual benefits, to strengthen economic and technical cooperation, and to attain greater growth and sustainable development for the peoples and countries in Northeast Asia and the Tumen River Economic Development Area in particular.

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

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

ARTICLE 2

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

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

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

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

2 4 The Commission shall identify common interests and opportunities for cooperation and sutainable development among the Contracting Parties, and promote investment in the Contracting Parties, and promote investment in Northeast Asia and the Tumen River Economic Development Area in particular, with respect to, *inter alia*, transportation, telecommunications, trade, industry, electric power, environment, finance and banking

2.5 The Commission may establish subordinate entitles to facilitate its work

2 6 The Commission shall meet twice a year in regular session for the first two years of its existence, and thereafter shall meet as determined by consensus of the Commission, but no less often than once a year Extraordinary sessions may be convened by the Chairman at the request of a Contracting Party provided that such a request is supported by two other Contracting Parties.

2 7 The Chairman of the Commission shall serve for one year by rotation among the Contracting Parties in alphabetical order in the English language. The venue of meetings shall be decided by consensus of the Commission.

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

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

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

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

2.12 The working language of the Comrnission shall be English.

ARTICLE 3

OTHER PROVISIONS

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

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

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

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

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

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

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

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

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

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

Signature:

For the Government of the People's Republic of China

Signature:

For the Government of the Republic of Korea

Signature:

For the Government of Mongolia

Signature:

For the Government of the Russian Federation

Signature:

Signed in New York on 6 December 1995.

Procedural Rules for Consultative Commission

PROCEDURAL RULES FOR THE TUMEN REGION CONSULTATIVE COMMISSION

Endorsed by the Consultative Commission at its Meeting in Beijing on 21 October 1996.

Chairperson: Assistant Minister Long Yongtu (China)

The following Procedural Rules are intended to govern the operation of the Consultative Commission in implementing the Agreement on the Establishment of the Consultative Commission for the Development of the Tumen River Economic Development Area and Northeast Asia [hereafter "Consultative Commission Agreement"].

I. ORGANISATION

Rule 1

Composition

The Consultative Commission consists of the Governments of the People's Republic of China. the Democratic People's Republic of Korea. Mongolia, the Republic of Korea and the Russian Federation. as well as such new Contracting Parties as may be admitted in accordance with the present Procedural Rules.

Rule 2

Members

In accordance with ***Article*** 22 of the Consultative Commission Agreement, the Consultative Commission will be composed of a government official at

the Vice–Ministerial level and three other officials from each Contracting Party. The respective governments will advise in writing both the Chairperson of the Consultative Commission and the Director of the Secretariat the names and positions of their officially nominated Members.

Rule 3

Changes in Membership

Any change in Membership will be advised by the respective governments in advance in writing to both the Chairperson of the Consultative Commission and the Director of the Secretariat.

Rule 4

Admission of New Contracting Parties

The Contracting Parties may by consensus invite any other interested government in Northeast Asia to accede to the Consultative Commission Agreement and become a Contracting Party to the Consultative Commission.

Rule 5

Powers

The Members will represent their respective governments in carrying out the functions of the Consultative Commission as stipulated in the Consultative Commission Agreement.

Rule 6

Chairperson

In accordance with Article 2.7 of the Consultative Commission Agreement, the Chairperson of the Consultative Commission will serve for a term of one year beginning from the date of formal establishment of the Consultative Commission. The position will rotate among the Contracting Parties in alphabetical order of country name in the English language

(according to United Nations usage). The most senior Member from each Contracting Party or other member designated by the government concerned will serve as Chairperson.

Rule 7

Subordinate Bodies

In accordance with *Article 25* of the Consultative Commission Agreement, the Consultative Commission may establish subordinate bodies to facilitate its work and provide specific mandates for their activities. Any Working Group so established will be assisted by the Secretariat in carrying out its mandate and will report to the Consultative Commission.

Rule 8

Secretariat

In accordance with *Article* 29 of the Consultative Commission Agreement, and pursuant to a decision of the Fifth Programme Management Committee Meeting in Beijing, there will be an amalgamated Secretariat for the Consultative Commission and Coordination Committee. The Secretariat will provide administrative and other support to the Consultative Commission, and will be responsible for carrying out agreed work plans.

II. SESSIONS

Rule 9

Director of Secretariat

The Consultative Commission and the Coordination Committee, in consultation with UNDP, will appoint the Director of the Secretariat by consensus for a term of two years. Unless specifically determined otherwise, the Consultative Commission will delegate to the Director the necessary authority to act on its behalf, subject to compliance with the provisions of relevant United Nations administrative, staff and financial regulations, and

regular reporting to the Consultative Commission. The Director will also perform such other administrative duties as are necessary for the effective functioning of the Consultative Commission.

Rule 10

Regular Sessions

In accordance with *Article* 2.6 of the Consultative Commission Agreement, the Consultative Commission will convene two Regular Sessions in each of the first two years following its establishment. Thereafter, Regular Sessions will be held as frequently as decided by consensus of the Contracting Parties, but not less frequently than once a year. The Working Sessions will be held in April at the same venue as the Secretariat and the Plenary Sessions in September at a venue in the country of the respective Chairperson, unless alternative dates and venues are agreed by the Contracting Parties at least six weeks in advance.

Rule 11

Extraordinary Sessions

In accordance with Article 2.6 of the Consultative Commission Agreement, a Contracting Party, if it has the support of at least two other Contracting Parties, may request in writing the convening of an Extraordinary Session. Providing this stipulation is met, the Chairperson of the Consultative Commission will proceed to convene an Extraordinary Session not less than thirty days hence, at a mutually agreeable date and venue. The Contracting Party which has requested the Extraordinary Session will provide both the Chairperson of the Consultative Commission and the Director of the Secretariat particulars of the reason for the request, together with any supporting material, which will be distributed to the other Contracting Parties.

Rule 12

Session Expenses

All expenses relating to the attendance of Members at both Regular Sessions and Extraordinary Sessions of the Consultative Commission will be met by the Secretariat budget. All expenses relating to the attendance of advisers and observers at Sessions of the Consultative Commission will be met by the respective governments and agencies.

Rule 13

Notification of Meeting and Agenda

The Chairperson will request the Director of the Secretariat to prepare and send to each of the Members a Notice of Meeting, a draft Agenda and supporting documentation at least six weeks prior to a Regular Session and thirty days prior to an Extraordinary Session.

Rule 14

Attendance

Both Regular and Extraordinary Sessions of the Consultative Commission will not be open to the public, unless otherwise decided by consensus. Sessions will be attended by all Members and presided over by the Chairperson. The Director of the Secretariat and at least one other Secretariat staff member will attend Sessions of the Consultative Commission as Secretary and rapporteur respectively. Contracting Parties may nominate Experts and Advisors to participate in Sessions of the Consultative Commission.

Rule 15

Observers

The Consultative Commission may invite Observer countries and agencies

to send representatives to both Regular and Extraordinary Sessions and may invite by consensus other governments, agencies and inter-governmental organisations to send observers. In accordance with *Article 2.11* of the Consultative Commission Agreement, Observers are not permitted to participate in the decision-making of the Consultative Commission. The Consultative Commission may declare by consensus any particular Session as closed to observers. in which event any observers may be requested to withdraw from that particular Session.

Rule 16

Official Language

In accordance with *Article 2.12* of the Consultative Commission Agreement. both Regular and Extraordinary Sessions of the Consultative Commission will be conducted in the English language. If, for any reason, it is decided to use one or more of the languages of the Contracting Parties, simultaneous interpretation and translating services will be provided by the requesting country at its expense.

III. DECISIONS

Rule 17

Consensus Rule

In accordance with Article 2.8 of the Consultative Commission Agreement, all decisions will be made by consensus. Any decisions of a Subordinate Body established under Article 2.5 of the Consultative Commission Agreement will also be made by consensus.

Rule 18

Minutes

Written Minutes of both Regular and Extraordinary Sessions of the Consultative Commission will be kept and distributed to Contracting Parties.

Original copies of all Minutes will be maintained by the Secretariat as a permanent record of proceedings.

Rule 19

Implementation of Decisions

All decisions adopted at Sessions of the Consultative Commission will contain clear directions as to responsibility for implementation. The Secretariat will oversee implementation of Consultative Commission decisions.

IV. DONOR SUPPORT

Rule 20

UNDP Tumen Trust Fund

Each Contracting Party will nominate a representative from amongst its Members to sit on the Advisory Body to be established to provide guidance to the Fund Manager in the allocation of funds.

V. GENERAL PROVISIONS

Rule 21

International Obligations

Membership of the Consultative Commission will not in any way infringe on any international obligation, be it of a legal or political nature, undertaken by any of the Contracting Parties.

Rule 22

Amendment

These Procedural Rules may be amended by the Consultative Commission by consensus, Any such amendment will be notified by the Secretariat to each Contracting Party.

AGREEMENT ON THE ESTABLISHMENT OF THE TUMEN RIVER AREA DEVELOPMENT COORDMATION COMMITTEE

The Governments of the Democratic People's Republic of Korea, the People's Republic of China and the Russian Federation (hereinafter referred to as the "Contracting Parties"), desiring to promote and strengthen cooperation and improve coordination of development activities and trade in the Tumen River Economic Development Area have agreed as follows.

ARTICLE 1

UNDERLYING PRINCIPLES

1 1 The Contracting Parties reaffirm that their cooperation in the Tumen River Economic Development Area is based on the common interests of their governments to increase mutual benefits, to strengthen economic and technical cooperation and to attain greater growth and sustainable development for the peoples and countries in the Tumen River Economic Development Area

1 2 The-Contracting Parties shall implement this Agreement on the basis of the principles of international laws governing relations between states, notably mutual respect of the sovereignty and independence of all states, equality, mutual benefit and good neighbourliness

1 3 The Contracting Parties shall work to ensure that the Tumen River Economic Development Area is attractive for international investment, trade and business

ARTICLE 2

THE TUMEN RIVER AREA DEVELOPMENT COORDINATION COMMITTEE

2:1 The Contracting Parties shall establish a Tumen River Area Development Coordination Committee hereinafter referred to as the "Committee."

2.2 The Committee shall consult about, and provide coordination for social, legal, environmental and economic issues raised by any Contracting Party related to its sovereign rights.

2.3 The Committee shall be composed of a Government official at the Vice Ministerial level or at such other level as is determined by consensus, and three other officials from each Contracting Party.

2.4 The Committee shall provide coordination for and adwce on economic development in the Tumen River Economic Development Area especially as it relates to trade and investment facilitation The Committee shall further prowde coordination for or advice to any other intergovernmental entities or organisations established by the Contracting Parties to engage in developmental activities in the Tumen River Economic Development Area.

2.5 The Committee may establish subordinate entities to facilitate its work

2.6 The Committee shall meet twice a year in regular session. If necessary, special sessions may be convened by the Chairman at the request of a Contracting Party

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

2.8 The decisions of the Committee shall be made by consensus of the Contracting Parties.

2.9 The Secretariat of the Committee may coordinate its functions and activities with the Secretariat of the Consultative Commission for the Development of the Tumen River Economic Development Area and Northeast Asia to the extent the Committee believes such coordination will reduce expense and more effectively carry out its mission.

2.10 The working language of the Committee shall be English.

ARTICLE 3

OTHER PROVISIONS

3 1 For purposes of this Agreement, the Tumen River Economic Development Area shall mean that area in Northeast Asia within the territorial borders of the Democratic People's Republic of Korea, the People's Republic of China and the Russian Federation as described in Appendix I hereto, in each case as may be modified from time to time by such Contracting Party in its sole discretion upon notice to the other Contracting Parties

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

3.3 This Agreement shall be valid for a period of ten years from the date of its entry into force and be renewed for successive periods of ten years, unless agreed otherwise by the Contracting Parties

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

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

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

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

Signature:

For the Government of the People's Republic of China

Signature:

For the Government of the Russian Federation

Signature:

Signed in New York on 6 December 1995

Procedural Rules for Coordinatioa Committee

PROCEDURAL RULES FOR THE TUMEN REGION COORDINATION COMMITTEE

Endorsed by the Coordination Committee at its Meeting in Beijing on 22 October 1996.

Chairperson: Assistant Minister Long Yongtu(China)

The following Procedural Rules are intended to govern the operation of the Coordination Committee in implementing the Agreement on the establishment of the Tumen River Area Development Coordination Committee [hereafter "Coordination Committee Agreement"].

I. ORGANISATION

Rule 1

Composition

The Coordination Committee consists of the Governments of the People's Republic of China, the Democratic People's Republic of Korea, and the Russian Federation.

Rule 2

Members

In accordance with ***Article*** 2.3 of the Coordination Committee Agreement the Coordination Committee will be composed of a government official at the Vice-Ministerial level or at such other level as is determined by consensus and three other officials from each Contracting **Party.** The respective governments will advise in **writing** both the Chairperson of the

Coordination Committee and the Director of the Secretariat the names and positions of their officially nominated Members.

Rule 3

Changes in Membership

Any change in Membership will be advised by the respective government in advance in writing to both the Chairperson of the Coordination Committee and the Director of the Secretariat.

Rule 4

Powers

The Members will represent their respective government in carrying out the functions of the Coordination Committee as stipulated. in the Coordination Committee Agreement.

Rule 5

Chairperson

In accordance with *Article 2.7* of the Coordination Committee Agreement the Chairperson of the Coordination Committee will serve for a term of one year beginning from the date of formal establishment of the Coordination Committee. The position will rotate among the Contracting Parties in alphabetical order of country name in the English language(according to United Nations usage). The most senior Member from each Contracting Party or other member designated by government concerned will serve as Chairperson.

Rule 6

Subordinate Bodies

In accordance with Article 2.5 of the Coordination Committee Agreement the Coordination Committee may establish subordinate bodies to facilitate its

work and provide specific mandates for 'their activities. Any Working Group so established will be assisted by the Secretariat in carrying out its mandate and will report to the Coordination Committee.

Rule 7

Secretariat

In accordance with *Artide* 29 of the Coordination Committee Agreement and pursuant to a decision of the Fifth Programme Management Committee Meeting in Beijing, there will be an amalgamated Secretariat for the Consultative Commission and Coordination Committee. The Secretariat will provide administrative and other support to the Coordination Committee and will be responsible for *carrying* out agreed work plans.

Rule 8

Director of Secretariat

The Coordination Committee and the Consultative Commission in consultation with UNDP will appoint the Director of the Secretariat by consensus for a term of two years. Unless specifically determined otherwise, the Coordination Committee will delegate to the Director the necessary authority to act on its behalf subject to compliance with the provisions of relevant United Nations administrative staff and financial regulation, and regular reporting to the Coordination Committee. The Director will also perform such other administrative duties as are necessary for the effective functioning of the Coordination Committee.

II. SESSIONS

Rule 9

Regular Sessions

In accordance with *Artide* 26 of the Coordination Committee Agreement the Coordination Committee will convene two Regular Sessions each year.

The venue of Regular Sessions will be decided by consensus of the Contracting Parties.

Rule 10

Extraordinary Sessions

In accordance with Article 2.6 of the Coordination Committee Agreement, a Contracting Party may request in writing the convening of an Extraordinary Session.. Upon such a request being made the Chairperson of the Coordination Committee will proceed to convene an Extraordinary Session not less than thirty days hence at a mutually agreeable date and venue. The Contracting Party which has requested the Extraordinary Session will provide both the Chairperson for the request together with any supporting material which will be distributed to the other Contracting Parties.

Rule 11

Session Expenses

All expenses relating to the attendance of Members at both Regular Sessions and Extraordinary Sessions of the Coordination Committee will be met by the Secretariat budget. All expenses relating to the attendance of advisers at Sessions of the Coordination Committee will be met by the respective government.

Rule 12

Notification of Meeting and Agenda

The Chairperson will request the Director of the Secretariat to prepare and send to each of the Members a Notice of Meeting a draft Agenda and supporting documentation at least six weeks prior to a Regular Session and thirty days prior to an Extraordinary Session.

Rule 13

Attendance

Both Regular and Extraordinary Sessions of the Coordination Committee will be closed. Sessions will be attended by all Members and presided over by the Chairperson. The Director of the Secretariat and at least one other Secretariat staff member will attend Sessions of the Coordination Committee as Secretary and rapporteur respectively. Contracting Parties may nominate Experts and Advisors to participate in Sessions of the Coordination Committee.

Rule 14

Official Language

In accordance with *Article* 2.10 of the Coordination Committee Agreement, both Regular and Extraordinary Sessions of the Coordination Committee will be conducted in the English language. If, for any reason, it is decided to use one or more of the languages of the Contracting Parties, simultaneous interpretation and translating services will be provided by the requesting country at its expense.

III. DECISIONS

Rule 15

Consensus Rule

In accordance with **Article** 2.8 of the Coordination Committee Agreement, all decisions will be made by consensus. Any decisions of a Subordinate Body established under **Article** *2.5* of the Coordination Committee Agreement will also be made by consensus.

Rule 16

Minutes

Written Minutes of both Regular and Extraordinary Sessions of the Coordination Committee will be kept and distributed to Contracting Parties. Original copies of all Minutes will be maintained by the Secretariat as a permanent record of proceedings.

Rule 17

Implementation of Decisions

All decisions adopted at Sessions of the Coordination Committee will contain clear directions as to responsibility for implementations. The Secretariat will oversee implementation of Coordination Committee decisions.

IV. DONOR SUPPORT

Rule 18

UNDP Tumen Trust Fund

Each Contracting Party will nominate a representative from amongst its Members to sit on the Advisory Body to be established to provide guidance to the Fund Manager in the allocation of funds.

V. GENERAL PROVISIONS

Rule 19

International Obligations

Membership of the Coordination Committee will not in any way infringe on any international obligation, be it of a legal or political nature, undertaken by any of the Contracting Parties.

Rule 20

Amendment

These Procedural Rules may be amended by the Coordination Committee by consensus. Any such amendment will be notified by the Secretariat to each Contracting Party.

MEMORANDUM OF UNDERSTANDING ON ENVIRONMENTAL PRINCIPLES GOVERNING THE TUMEN RIVER ECONOMIC DEVELOPMENT AREA AND NORTHEAST ASIA

The Governments of the Democratic People's Republic of Korea, Mongolia, the People's Republic of China, the Republic of Korea and the Russian Federation, hereinafter referred to as the "Contracting Parties" have agreed as follows:

OBJECTIVES

The Contracting Parties affirm that an overall goal is to attain enwonmentally sound and sustainable development of Northeast Asia and the Tumen River Economic Development Area in particular (hereinafter "the Region") in accordance with:

(a) the obligations undertaken by such Contracting Parties in the Agreement on the Establishment of the Consultative Commission for the Development of the Tumen River Economic Development Area and Northeast Asia;

(b) the international consensus reached at the United Nations Conference on Environment and Development;

(c) the requirements of national laws and regulations and of bilateral and multilateral environmental agreements, and

(d) the environmental requirements of the multilateral development banks of which the Contracting Parties are members.

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

For purposes of this Memorandum of Understanding, Northeast Asia means the Tumen River Economic Development Area (as delineated in Appendix 1) and other territories of the Contracting Parties in which projects and programmes of mutual interest to the Contracting Parties will be conducted.

The Contracting Parties affirm their intention to cooperate and coordinate with each other to protect and enhance the environment of the Region and to conduct all development activities in the Region in a manner that does not damage the environment of any Contracting Party, of any other state or of areas beyond the limits of national jurisdiction.

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

ENVIRONMENTAL ASSESSMENT, MITIGATION AND MANAGEMENT

1.1 The Contracting Parties agree to undertake national, coordinated and joint efforts to collect, collate, share, make compatible and analyse pertinent environmental baseline and other data on the Region and to identify and fill in data gaps.

1.2 The Contracting Parties will conduct jointly (and periodically update) a regional environmental assessment ("EA") evaluating the local, national, regional and global environmental implications of contemplated development

plans for the Region as a whole, and will prepare jointly a regional environmental

mitigation and management plan ("EMMP") for preventing and mitigating harm to, and promoting enhancement of, the environment, based on the results of the regional EA and other relevant data.

1.3 The Contracting Parties will prepare and adopt appropriate national laws, regulations, bilateral and multilateral environmental agreements and/or policies, including regional, sub-regional and national institutional arrangements in case these laws, regulations, agreements or policies are required to attain environmentally sound and sustainable development of the Region.

1.4 The regional EMMP will include appropriate measures, including but not limited to land use management planning, and a schedule for their implementation for:

protecting land resources, particularly wetlands, fragile coastal areas, forests and sensitive ecosystems;

preservation of biodiversity. including threatened or endangered species and their habitats;

establishing nature preserves, parks and conservation areas;

protection and improvement of air and water quality;

protection of the marine environment and marine living resources;

sound disposal, management, treatment and movement of hazardous and solid wastes;

contingency planning and release prevention:

sanitation;

toxic substances use/transport;

efficient generation/use of energy; and

monitoring of pollution and environmental conditions.

1.5 The Contracting Parties will conduct (or cause to be conducted) a project-specific EA and prepare (or cause to be prepared) a project-specific EMMP with respect to any proposal for a development project in the Region with potentially significant environmental impacts. The preparation of such project-specific EAs and EMMPs will be led by the Contracting Parties on whose territories the project is located and will include participation by experts from other affected Contracting Parties.

1.6 The Contracting Parties further agree to coordinate and cooperate with each other to ensure that the results of the regional and project-specific EAs are taken into account in development planning activities for the Region, and to implement the regional and project-specific EMMPs.

1.7 All EAs and EMMPs will be conducted in accordance with internationally accepted procedures and guidelines.

OTHER ENVIRONMENTAL RESPONSIBILITIES OF CONTRACTING PARTIES

2.1 The Contracting Parties will strive, both individually and in cooperation with each other, to meet the objectives of international environmental agreements and norms with respect to their activities in the Region.

2.2 The Contracting Parties will coordinate with each other regarding implementation of their respective national environmental laws with respect to their activities in the Region and will consider proposals for progressive harmonisation of such laws.

2.3 The Contracting Parties will cooperate with each other to strengthen capacity-building for sustainable development through exchanges of scientific and technical knowledge, technology transfer, sharing of environmental management and legal and regulatory expertise and experience, and other appropriate means

2.4 The Contracting Parties will consult w th, give access to information to, and provide opportunities for involvement by affected citizens and interested NGOs at appropriate stages of the development and environmental planning processes for the Region.

2.5 The Contracting Parties will provide or seek necessary funding for preparation of EAs and EMMPs and to carry out their other environmental responsibilities under this Memorandum of Understanding.

OTHER PROVISIONS

3.1 The Contracting Parties will agree upon institutional arrangements to implement this Memorandum of Understanding. Such institutional arrangements will be consistent with institutional arrangements specified in the Agreement on the Establishment of the Consultative Commission for the Development of the Tumen River Economic Development Area and Northeast Asia.

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

3.3 The Contracting Parties, acting through consensus, may invite other interested governments in Northeast Asia to become Contracting Parties under this Memorandum of Understanding.

3.4 This Memorandum of Understanding will be valid for a period of ten (10) years from the date of its entry into force and be renewed for successive periods of ten years, unless agreed otherwise by the Contracting Parties.

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

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

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

Signature:

For the Government of Mongolia

Signature:

For the Government of the People's Republic of China

Signature:

For the Government of the Republic of Korea

Signature:

For the Government of the Russian Federation

Signature:

Signed in New York on 6 December 1995.

DELINEATION OF THE TUMEN RIVER ECONOMIC DEVELOPMENT AREA

The Tumen River Economic Development Area basically consists of that terrain located within conceptual boundary lines drawn from Chongjin in the Democratic People's Republic of Korea, through Yanji in the People's Republic of China, to Nakhodka in the Russian Federation.

The. Tumen River Economic Development Area specifically incorporates Rajin-Sonbong Free Economic and Trade Zone in the Democratic People's Republic of Korea, the Yanbian Korean Autonomous Prefecture in the People's Republic of China, which includes the Special Economic Zones of Yanji and Hunchun, and Vladivostok and the Free Economic Zone of Nakhodka, including Vostochny, and Primorsky Krai towns and ports south of those cities, in the Russian Federation.