

No. 22393

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**MULTILATERAL**

**Agreement establishing the Association of Tin Producing Countries (with annexes). Concluded at London on 29 March 1983**

*Authentic text: English.*

*Registered by Thailand on 17 October 1983.*

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**MULTILATÉRAL**

**Accord créant l'Association des pays producteurs d'étain (avec annexes). Conclu à Londres le 29 mars 1983**

*Texte authentique : anglais.*

*Enregistré par la Thaïlande le 17 octobre 1983.*

# AGREEMENT<sup>1</sup> ESTABLISHING THE ASSOCIATION OF TIN PRODUCING COUNTRIES

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<sup>1</sup> Came into force in respect of the following States on 16 August 1983, i.e., 60 days after definitive signature by countries listed in annex B, accounting for not less than 66 per cent of the total tin production, in accordance with article 25:

<i>State</i>	<i>Date of definitive signature</i>
Indonesia .....	17 June 1983
Malaysia .....	17 June 1983
Thailand * .....	17 June 1983

Subsequently, the Agreement entered into force for each of the following States 60 days after the date of definitive signature, in accordance with article 25:

<i>State</i>	<i>Date of definitive signature</i>
Bolivia .....	15 August 1983
(With effect from 14 October 1983.)	
Zaire .....	15 August 1983
(With effect from 14 October 1983.)	
Nigeria .....	31 August 1983
(With effect from 30 October 1983.)	

\* See p. 87 of this volume for the text of the understanding on article 5 made upon definitive signature.

## AGREEMENT ESTABLISHING THE ASSOCIATION OF TIN PRODUCING COUNTRIES

### PREAMBLE

The Parties to this Agreement:

Recognizing the importance of tin, a non-renewable resource to their own national economies in particular, and to those of the importing countries in general;

Considering the need to maintain remunerative and stable prices for tin;

Convinced of the need for close co-operation among Member countries with a view to safeguarding their interests in relation to the tin export industry;

Believing that such co-operation will contribute to the improvement of the working of and conditions in the international market for tin;

Determined to encourage and promote the intensification of research and development and dissemination of technology in order to further expand the use of tin;

Determined to promote the value added of tin exports through the processing of tin in producing countries;

Mindful of the interests of importing countries in any co-operative effort of this nature;

Recognizing the sovereign equality of Member countries;

Have agreed as follows:

### CHAPTER I. OBJECTIVES AND FUNCTIONS

#### *Article 1. OBJECTIVES*

The objectives of the Association are:

- (a) To obtain remunerative and equitable returns to tin producers and adequate supplies to consumers at fair and stable prices based on the average cost of production and having regard to market forces;
- (b) To facilitate co-operation in the marketing of tin;
- (c) To maintain and extend the use and cost effectiveness of tin in modern technology through research and development;
- (d) To encourage processing activities and manufacture based on tin in Member countries with the view to promoting their industrialization and increasing their export earnings;
- (e) To promote the greater self-reliance and resilience of the Member countries in the tin industry.

#### *Article 2. FUNCTIONS*

In furtherance of the above objectives, the functions of the Association shall be:

- (a) To promote joint approaches to marketing of tin and to improve market intelligence and information;
- (b) To co-ordinate measures designed to foster dynamic and continuous growth of realistic income from tin exports;
- (c) To foster the sound development of tin industries in Member countries;

- (d) To take such measures as are appropriate and to establish the necessary institutional and financial arrangements so as to overcome the problems facing the tin industry;
- (e) To obtain for Member countries better and more complete information and statistical data on the world tin position and to examine the short- and long-term problems facing the tin industry;
- (f) To undertake joint research and development to increase the usage of tin in existing and new applications in order to strengthen competitive position of the metal.

## CHAPTER II. DEFINITIONS

### *Article 3.* DEFINITIONS

For the purposes of this Agreement, the expression:

“Conference” means the Conference of Ministers referred to in Article 8;

“Financial Year” means Calendar Year;

“Member” means the Government of a country listed in Annex A to this Agreement which has consented to be bound by this Agreement in accordance with paragraph 3 of Article 6;

“Tin” means tin metal, any other refined tin or the tin content of concentrates or tin ore which has been extracted from its natural occurrence. For the purpose of this definition, “ore” shall be deemed to exclude (a) material which has been extracted from the ore body for a purpose other than that of being dressed and (b) material which is discarded in the process of dressing;

“Total votes” means total votes held by all Members, in accordance with paragraph 1 of Article 18;

“Vote cast” means an affirmative or negative vote cast by a Member present and voting.

## CHAPTER III. CONSTITUTIONAL PROVISIONS

### *Article 4.* ESTABLISHMENT OF THE ASSOCIATION

1. There is hereby established an association to be known as the Association of Tin Producing Countries to administer the provisions and supervise the operation of this Agreement.

2. The seat of this Association shall be in a Member country. Its location may be changed by the unanimous decision of the Conference at which time the arrangements for its transfer shall be decided upon.

### *Article 5.* LEGAL CAPACITY

The Association shall have in the territory of each Member country such legal capacity as may be necessary for the exercise of its functions under this Agreement. In any legal proceedings, the Association shall be represented by the Executive Secretary.

### *Article 6.* MEMBERSHIP OF THE ASSOCIATION

1. Membership is open to any country listed in Annex A to this Agreement, as revised from time to time by the Conference.

2. (a) If, at any time before becoming a Member of the Association, any country listed in Annex A ceases to be a net exporter of tin, that country shall cease to be eligible for membership of the Association;

(b) At any time after becoming a Member of the Association, any country listed in Annex A ceases to be a net exporter of tin, the Conference shall determine the membership of that country in the Association.

3. Countries which sign this Agreement in accordance with Article 24, shall become Members of the Association.

#### CHAPTER IV. ORGANISATION AND ADMINISTRATION

##### *Article 7. ORGANISATION AND ADMINISTRATION*

The Association shall function through: a Conference of Ministers; an Executive Committee; and a Secretariat.

##### *Article 8. CONFERENCE OF MINISTERS*

1. The supreme authority of the Association shall be the Conference of Ministers consisting of all Members of the Association.

2. Each Member shall be represented at the Conference by a Minister or his designate who may be accompanied by alternates and/or advisers.

3. The Conference shall elect a Chairman and a Vice-Chairman who shall hold office between regular annual sessions of the Conference.

4. The Conference shall hold regular sessions once a year. The venue shall be the seat of the Association unless decided otherwise by the Conference.

5. Special Sessions of the Conference may be convened by the Executive Committee or at the request of at least three Members. The Executive Committee shall decide the date and the venue of such Special Sessions.

6. The quorum for any meeting of the Conference shall be the presence of a majority of Members holding not less than two thirds of the total votes.

7. The Conference shall endeavour to take all decisions by consensus, failing which it shall vote in accordance with Article 18.

8. The Conference shall establish its own rules of procedure and those of the Executive Committee.

##### *Article 9. POWERS OF THE CONFERENCE*

1. The Conference shall be responsible for the policy decisions of the Association, and shall exercise all such powers and perform or arrange for the performance of all such functions as are necessary to achieve the objectives of this Agreement.

2. The Conference shall adopt such rules and regulations as are necessary to carry out the provisions of this Agreement and are consistent therewith.

##### *Article 10. THE EXECUTIVE COMMITTEE*

1. The Executive Committee shall consist of all Members of the Association. Each Member shall be represented at meetings by a nominated representative or his designate, who may be accompanied by alternates and/or advisers.

2. The Executive Committee shall have a Chairman and a Vice-Chairman, who shall be the representatives of the Members currently holding the office of the Chairman and Vice-Chairman respectively of the Conference.

3. The quorum of any meeting of the Executive Committee shall be the presence of a majority of Members holding not less than two thirds of the total votes.

4. Subject to the provisions of paragraph 1 of Article 9, the Executive Committee shall exercise the functions of the Association between sessions of the Conference and shall therefore meet quarterly, or as otherwise decided.

5. The Executive Committee shall endeavour to take all decisions by consensus, failing which it shall vote in accordance with Article 18.

#### *Article 11. THE SECRETARIAT*

1. The Secretariat shall consist of an Executive Secretary and such administrative, research and other technical staff as may be required for the discharge of its functions.

2. The functions of the Secretariat shall be:

- (a) To carry out the directives of the Conference and of the Executive Committee;
- (b) To provide the necessary link between the Governments of Member countries;
- (c) To make preparations for all meetings of the Conference, the Executive Committee and sub-Committees and to service such meetings;
- (d) To collect, collate and disseminate technical and other relevant information to Members.

#### *Article 12. SUB-COMMITTEES*

1. The Executive Committee may appoint sub-committees as it considers necessary, to study and report on various aspects of the tin industry in relation to the objectives of this Agreement.

2. The composition of the sub-committees shall be decided and varied in relation to their respective terms of reference. However the meetings of the sub-committees shall be open to all Members.

3. The rules of procedure of the sub-committees shall be established by the Executive Committee.

#### *Article 13. EXECUTIVE SECRETARY AND STAFF OF THE SECRETARIAT*

1. The Conference shall appoint an Executive Secretary for the Association for such period and upon such terms as it may consider appropriate.

2. The Executive Committee shall approve the appointment of the staff of the Secretariat.

3. The Executive Secretary shall be the Chief Executive Officer of the Association and shall be responsible to the Conference for carrying out the administrative functions of the Association.

4. The Executive Secretary shall organize the work of the Secretariat, direct the staff and generally manage the affairs of the Association in accordance with the policies laid down by the Conference and the directions of the Executive Committee.

5. The Executive Secretary shall also act as Secretary of the Conference and of the Executive Committee.

6. Neither the Executive Secretary nor the staff shall seek or receive instructions from the Government of a Member country or from any authority external to the Association.

7. Neither the Executive Secretary nor the staff shall have any financial interest

in the tin industry, tin trade, tin transport, tin publicity, or other activities related to tin.

8. The staff of the Secretariat except those engaged in a temporary or consultative capacity shall as far as possible be nationals of Member countries.

## CHAPTER V. FINANCIAL PROVISIONS

### *Article 14. THE BUDGET*

1. The Conference shall at its first session after the entry into force of this Agreement approve the budget of the Association for the period between the date of entry into force of this Agreement and the end of the First Financial Year. Thereafter, it shall approve an annual budget for each Financial Year in accordance with financial rules and procedures to be established by the Conference. If at any time during any Financial Year, because of unforeseen circumstances which have arisen or are likely to arise, the balance remaining in the account is likely to be inadequate to meet the expenses of the Association, the Conference may approve a supplementary budget for the remainder of the Financial Year.

2. The Executive Secretary shall submit to Members the approved budget, and contributions due from Members shall be paid to the Association in convertible currencies before the beginning of the Financial Year.

### *Article 15. ACCOUNTS AND AUDIT*

1. A statement of the Association's receipts, expenditures and balance sheet for each Financial Year shall be presented by the Executive Secretary to the Executive Committee for approval. The statement, as approved, shall then be audited by auditors appointed by the Executive Committee.

2. The audited statement of accounts shall be published not later than ninety days after the close of each Financial Year.

3. The accounts of the Association shall be kept by the Executive Secretary.

4. For the purposes of this Article, the funds of the Association shall be kept and maintained in such bank or banks as approved by the Executive Committee.

5. The Executive Secretary shall without delay circulate to all Members the annual statement of accounts as certified by the auditors and published by the Association.

### *Article 16. CONTRIBUTIONS TO THE BUDGET*

1. The annual budget of the Association referred to in Article 14, shall be apportioned by the Conference among the Members in accordance with their respective number of votes as determined by Article 18.

2. If any Member country fails to pay its full contribution to the budget as assessed, within sixty days of the date on which the contribution is due, the voting rights of that Member shall be suspended until the contribution has been paid.

3. Any Member whose voting rights have been suspended under paragraph 2 of this Article shall nevertheless remain responsible for the payment of its contribution.

4. Without prejudice to its power to suspend the voting rights pursuant to paragraph 2 of this Article and to determine such other penalties against Members which fail to meet their obligations under this Article, the Conference may impose interest on late contributions.

## CHAPTER VI. ECONOMIC PROVISIONS

*Article 17. MEASURES AND ARRANGEMENTS*

1. Consistent with the objectives of this Agreement, the Conference shall have the power to take such measures as it may consider necessary, through appropriate institutional and financial arrangements.

2. For the purposes of paragraph 1 of this Article and in order to do so, the Conference may establish such rules and regulations as are necessary and appropriate.

3. The costs of financing measures undertaken pursuant to paragraph 1 of this Article, shall be shared by all Members in proportion to their respective percentages of production as set out in Annex B to this Agreement or as revised from time to time.

## CHAPTER VII. INSTITUTIONAL MATTERS

*Article 18. VOTES AND VOTING*

1. The Members shall together hold 1,000 votes. Each Member shall receive 20 initial votes; the remainder shall be divided among the Members as nearly as possible in proportion to their individual percentages of production as set out in Annex B to this Agreement.

2. For the purposes of this Article, the Conference shall at its first regular Meeting after the entry into force of this Agreement, redetermine the percentages in Annex B. Thereafter it may be revised from time to time as may be necessary by the Executive Committee in accordance with rules established by the Conference.

3. Unless provided otherwise in these Articles, all decisions in the Conference and the Executive Committee shall be determined by two thirds of the votes cast.

*Article 19. CO-OPERATION WITH OTHER ORGANIZATIONS*

The Executive Committee may set up a system for consultation and co-operation with other Organizations and Governments of non-Member countries, in accordance with guidelines established by the Conference.

*Article 20. PRIVILEGES AND IMMUNITIES*

1. The Association shall conclude with the Government of the Member country in which its headquarters is situated, an agreement relating to the status, privileges and immunities of the Association, its Secretariat and staff as are reasonably necessary for the discharge of their functions under this Agreement.

2. The Government of the host country undertakes as soon as practicable to enter into an agreement with the Association for the purpose of fulfilling the provisions of paragraph 1 of this Article.

*Article 21. SETTLEMENT OF DISPUTES*

Any dispute concerning the interpretation or application of this Agreement shall be settled in a manner agreed upon by the parties to the dispute, or failing that, shall be referred to the Conference for a decision thereon, which decision shall be final and binding.



*Article 22. GENERAL OBLIGATIONS*

1. Members shall accept as binding all decisions of the Conference and of the Executive Committee under this Agreement and shall take all appropriate measures to ensure that the obligations arising out of this Agreement are carried out. They shall also facilitate the attainment of the objectives of the Association.

2. Each Member undertakes to respect the international character of the duties of the Executive Secretary and the staff and not to seek to influence them in the discharge of their duties.

## CHAPTER VIII. FINAL PROVISIONS

*Article 23. DEPOSITORY*

The Government of the Kingdom of Thailand is hereby designated as the Depository for the purpose of Article 24 of this Agreement so long as it is a Member of the Association.

*Article 24. SIGNATURE*

This Agreement shall remain open with the Depository for signature by the duly accredited representatives of the countries listed in Annex A to this Agreement.

*Article 25. ENTRY INTO FORCE*

This Agreement shall enter into force sixty days after signature by countries listed in Annex B to this Agreement, accounting for not less than 66 percent of the total production percentages as provided in that Annex. Thereafter it shall enter into force for each new signatory country sixty days after signature.

*Article 26. TERMINATION*

1. The Conference may at any time decide by a majority of Members holding not less than two-thirds of the total votes to terminate this Agreement and dissolve the Association.

2. If the Conference decides to terminate the Agreement and dissolve the Association, it shall set up a committee to administer the winding-up of the Association, the payment of its debts and the realization and distribution of its assets.

*Article 27. WITHDRAWAL*

1. Any Member may withdraw from the Association at any time by giving written notice of its intention to withdraw to the Executive Secretary and such withdrawal shall become effective ninety days after receipt of such notice.

2. Any Member which withdraws from the Association shall nevertheless remain liable to the Association for any of its financial obligations outstanding as on the date when its withdrawal becomes effective.

3. The Executive Committee shall determine any settlement of accounts with a withdrawing Member.

4. Any Member which has withdrawn from the Association shall not be entitled to any share of the proceeds of liquidation of assets of the Association upon termination of this Agreement.

*Article 28.* AMENDMENT

1. The Conference may decide to amend any provision of this Agreement by a majority of Members holding not less than two thirds of the total votes.

2. Notice of any proposed amendment shall be circulated by the Executive Secretary to all Members, not less than thirty days prior to the meeting of the Conference. Any amendment approved by the Conference shall take effect on such date as it may determine.

*Article 29.* REGISTRATION WITH THE UNITED NATIONS

Pursuant to Article 102 of the United Nations Charter, this Agreement and any amendment thereto shall be registered with the Secretary-General of the United Nations.

IN WITNESS WHEREOF, the undersigned, having been duly authorized to this effect by their respective Governments, have signed this Agreement on the dates appearing with their signatures.

DONE in London this 29th day of March 1983, in the English language in a single copy which shall be deposited with the Depository, by whom certified copies will be transmitted to all Signatory Countries. The text shall be translated into the French and Spanish languages, the English text being authentic.

For the Government of Australia:

For the Government of the Republic of Bolivia:

[MARCO A. VIDAURRE]<sup>1</sup>

15 August 1983

For the Government of the Federative Republic of Brazil:

For the Government of the Socialist Republic of the Union of Burma:

For the Government of the People's Republic of China:

<sup>1</sup> Names of signatories appearing between brackets were not legible and have been supplied by the Government of Thailand. — Les noms des signataires donnés entre crochets étaient illisibles et ont été fournis par le Gouvernement thaïlandais.

For the Government of the Republic of Indonesia:

[Dr. SUBROTO]

17/VI/83

For the Government of Malaysia:

[Y. B. DATO' LEONG]

17/6/83

For the Government of the Republic of Niger:

For the Government of the Federal Republic of Nigeria:

[E. ABUAH]

31 August, 1983

For the Government of the Republic of Rwanda:

For the Government of the Kingdom of Thailand:

[OB. VASURATNA]

June 17, 83

For the Government of the Republic of Zaire:

[KWA ABOR NZIAAM]

15.8.1983

ANNEX A  
ELIGIBLE TIN PRODUCING COUNTRIES WHICH ARE NET EXPORTERS

<i>Country</i>	<i>Country</i>
Australia	Malaysia
Bolivia	Niger
Brazil	Nigeria
Burma	Rwanda
China	Thailand
Indonesia	Zaire

FOOTNOTE: This Annex may be revised from time to time by the Conference.

ANNEX B  
PERCENTAGE OF PRODUCTION OF TIN

<i>Country</i>	<i>Percentage</i>
Australia .....	7.51
Bolivia .....	16.10
Indonesia .....	20.50
Malaysia .....	34.84
Nigeria .....	1.39
Thailand .....	18.29
Zaire .....	1.37
	100.0
	100.0

NOTE: The countries listed in this Annex are those who participated in the Special Meeting of Ministers of Tin Producing Countries in London from 28th-29th March 1983 and the percentages are based on the production figures during the calendar year of 1981.

FOOTNOTE: This Annex may be revised from time to time by the Conference.

## UNDERSTANDING MADE UPON DEFINITIVE SIGNATURE

*THAILAND*

“The Association may have in the territory of Thailand such legal capacity as provided for by the law of Thailand. In addition, the Government of Thailand will use every administrative measure available to assist the Association in carrying out its functions under the Agreement.”

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