AGREEMENT ON THE ESTABLISHMENT OF THE ASEAN CENTRE FOR CLIMATE CHANGE

Brunei Darussalam, the Kingdom of Cambodia, the Republic of Indonesia, the Lao People's Democratic Republic, Malaysia, the Republic of the Union of Myanmar, the Republic of the Philippines, the Republic of Singapore, the Kingdom of Thailand, and the Socialist Republic of Viet Nam; Member States of the Association of Southeast Asian Nations (ASEAN) (hereinafter referred to individually as "Member State" and collectively as "Member States");

RECOGNISING the rapid growth of ASEAN's socio-economy and Member States' vulnerability to climate change, which is a shared challenge that calls for a more coordinated and integrated approach in regional climate change response;

REITERATING Member States' commitment to the UN Framework Convention on Climate Change and the Paris Agreement and their Nationally Determined Contributions (NDCs) that set out national plans and strategies on climate change responses including mitigation and adaptation which reflect equity and the principle of common but differentiated responsibilities and respective capabilities, in the light of different national circumstances;

RECALLING the 16th ASEAN Ministerial Meeting on Environment (AMME) held on 21–22 October 2021 via video conference hosted by Indonesia that endorsed in principle on the establishment of the ASEAN Centre for Climate Change in Brunei Darussalam;

REFERRING to the 38th and 39th Chairman's Statement of the ASEAN Summit held on 26 October 2021 which reflect the

ASEAN Leaders' in-principle support of the establishment of the ASEAN Centre for Climate Change in Brunei Darussalam;

NOTING the ASEAN Joint Statement on Climate Change to the 26th session of the Conference of the Parties to the UNFCCC acknowledging the establishment of the ASEAN Centre for Climate Change in Brunei Darussalam;

RECOGNISING that climate change will remain a cross-cutting issue that requires a holistic and strategic coordination approach at a regional level; and

WELCOMING the Government of Brunei Darussalam to host the ASEAN Centre for Climate Change to further strengthen regional cooperation on climate change,

DO HEREBY AGREED as follows:

Article 1
Establishment of the ASEAN Centre for Climate Change

1. There shall be established an ASEAN Centre for Climate Change, (hereinafter referred to as the "Centre").

2. The Centre shall have its seat in Brunei Darussalam, (hereinafter referred to as the "Host Country").

Article 2
Purpose of the Centre

The purpose of the Centre shall be to:

(a) facilitate regional cooperation and coordination on climate change initiatives among Member States with relevant national governments, regional, and international organisations; and

(b) provide policy recommendations on addressing climate change to Member States.

Article 3
Function of the Centre

1. To fulfil its purpose, the Centre, shall:

(a) release and disseminate publications on policy recommendations for Member States to address climate change;

(b) release and disseminate publications on regional outlooks on climate change within Member States;

(c) act as a platform for coordination of climate change projects among ASEAN Centres in ASEAN;

(d) develop a database system to monitor projects and initiatives relevant to addressing climate change within Member States;

(e) develop capacity development programmes to improve working competencies related to addressing climate change within Member States;

(f) integrate, collate, analyse, synthesise, and review published and verified data and statistical information from relevant institutions, such as but

not limited to, ASEAN Centres, Member States and Member States' research institutions for the purposes of climate change research and the publication of policy recommendations and regional outlooks on climate change within Member States; and

(g) develop itself into becoming a knowledge hub to access and obtain data or statistics relevant to climate change.

2. When carrying out its function, the Centre shall not duplicate the mandates and functions of existing ASEAN Centres, particularly those listed in **ANNEX A** to this Agreement, which shall form an integral part of this Agreement.

Article 4
Structure of the Centre

The Centre shall be composed of:

(a) a Governing Board;
(b) an Executive Director; and
(c) staff members as may be required by the Centre.

Article 5
Governing Board

1. The Governing Board (hereinafter referred to as "Board") shall consist of ASEAN Senior Officials on Environment (hereinafter referred to as "ASOEN") from each of Member States and the Deputy Secretary-General for the ASEAN Socio-Cultural Community as an *ex-officio* member.

2. The Chair of the ASOEN shall be the chair of the Board.

3. The Secretary to the Board shall be assumed by the Executive Director of the Centre.

4. The ordinary meetings of the Board shall be convened at least once a year, physically where possible.

5. Extraordinary meetings may be convened by the Chair of the Board at the request of any member of the Board, provided that such request is supported by at least six other members of the Board.

6. The Board may invite experts and/or partners it deems appropriate to attend the meetings of the Board.

7. The Decision of the Board shall be based on consultation and consensus in accordance with Article 20 of the ASEAN Charter.

8. The Board may establish any subsidiary bodies it deems appropriate to achieve Article 3 of this Agreement.

Article 6
Functions of the Board

The functions of the Board shall be to:

(a) undertake the overall supervision of operations, provide policy guidance, and give directions to the Centre;
(b) approve the organisational structure and staff requirements of the Centre;

(c) establish the terms and conditions for the position of the Executive Director;

(d) establish the terms and conditions for staff members while taking into account the recommendations made by the Executive Director;

(e) appoint an Executive Director in accordance with the terms and conditions for such position once established;

(f) appoint staff members while taking into account the recommendations made by the Executive Director in accordance with the terms and conditions for such positions once established;

(g) approve the rules, procedures, and regulations for the operations of the Centre, including the staff and financial rules and procedures;

(h) approve the work programmes and operationalisation budget of the Centre and monitor their implementation;

(i) oversee the utilisation of funds and any voluntary contributions entrusted to the Centre;

(j) approve the disposal of the property and assets of the Centre in case of dissolution of the Centre, and on any other matters concerned with the dissolution;

(k) establish the rules and procedures for the conduct of the meetings or proceedings of the Board; and

(l) perform any other functions necessary to achieve the purpose of the Centre, under Article 2 of this Agreement.

Article 7
Executive Director

1. The Executive Director shall be appointed by the Board in accordance with the terms and conditions established by the Board.

2. The Executive Director shall have a term of office of three years which may be extended subject to the agreement of the Board.

3. The Executive Director shall be accountable and responsible for the day-to-day operations of the Centre and any other functions as may be directed by the Board.

4. The Executive Director shall:

(a) administer the Centre and its programmes to ensure that the Centre fulfils its purpose;

(b) prepare annual work programmes, plans, budgets, financial statements, or any other relevant documents for the consideration of the Board;

(c) report on the implementation of the activities of the Centre to the Board;

(d) make recommendations to the Board for the appointment of staff members in accordance with the terms and conditions established by the Board;

(e) manage and supervise staff members of the Centre;

(f) develop and implement strategies to ensure appropriate funding for programmes and institutional activities relevant to the purpose and functions of the Centre; and

(g) perform such other duties as may be required by the Board.

Article 8
Obligations of the Host Country

1. The Host Country shall provide adequate premises at its own expense, operational facilities, and such other facilities needed for the operations of the Centre in accordance with the Host Country Agreement to be concluded between the Centre and the Host Country.

2. The Host Country shall grant to the Centre, Executive Director and staff members, where appropriate, privileges and immunities as may be necessary for the performance of their functions and responsibilities in accordance with the Host Country Agreement to be concluded between the Centre and the Host Country.

Article 9
Financial Arrangements

1. An ASEAN Centre for Climate Change fund (hereinafter shall be referred to as the "Fund") is hereby established for the implementation of the Agreement.

2. The Fund shall be administered by the Executive Director under the guidance of the Board.

3. Member States may, on a voluntary basis and in accordance with the decisions of the Board make voluntary contributions to the Fund.

4. The Centre may, upon approval of the Board, mobilise additional resources from the international donor community which includes international organisations, regional financial institutions, and partners of ASEAN.

5. As a commitment to the Centre, the Host Country shall provide a total of USD 1.5 million over the first three years to cover the cost for the Centre's adequate premises, operational expenses, and provision of staff members.

Article 10
Juridical Personality

The Centre shall possess juridical personality and have the capacity to:

(a) enter into contracts;

(b) acquire and dispose of movable and immovable property; and

(c) institute and defend itself in legal proceedings.

Article 11
Amendments

A Member State, which have ratified this Agreement, may propose amendments to this Agreement. Such amendments, when approved by all Member States, which have ratified this Agreement, shall come into force on such date as may be agreed upon by all Member States.

Article 12
Review and Termination

1. This Agreement may be reviewed at least every five years, or whenever deemed necessary by the Board.

2. This Agreement shall be terminated by decision of the Board and shall be conducted in a manner so as not to

prejudice their respective interests in this matter. Upon termination of this Agreement, the Centre shall be dissolved.

3. Upon the dissolution of the Centre, the disposal of the assets and liabilities of the Centre shall be determined jointly by the Board.

Article 13
Settlement of Disputes

Any dispute concerning the interpretation or implementation of the Agreement shall be settled amicably through consultations or negotiations among Member States through the ASOEN.

Article 14
Final Provisions

1. This Agreement shall enter into force on the deposit of the sixth instrument of ratification, acceptance, approval, or accession with the Secretary-General of ASEAN. The Secretary-General of ASEAN shall promptly inform all Member States of the deposit of such instruments.

2. For each Member State ratifying, accepting, approving, or acceding to this Agreement after the deposit of the sixth instrument of ratification, acceptance, approval, or accession, this Agreement shall enter into force on the sixtieth day after the deposit by such Member State of its instrument of ratification, acceptance, approval, or accession.

3. This Agreement shall be deposited with the Secretary-General of ASEAN who shall promptly furnish a certified copy thereof to each Member State.

IN WITNESS WHEREOF, the undersigned, being duly authorised by their respective Member States have signed this Agreement.

DONE at Bangkok, Thailand, this Tenth Day of February in the Year Two Thousand and Twenty-five, in a single original copy in the English language.