



SAMOA

## INTERNATIONAL FINANCE AGREEMENTS ACT 1971

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## INTERNATIONAL FINANCE AGREEMENTS ACT 1971 1971 No.16

**AN ACT** to authorise Samoa to become a member of the International Monetary Fund, the International Bank for Reconstruction and Development, the International Finance Corporation and the International Development Association and to make further provision in respect thereof.

*[Assent and commencement date: 21 December 1971]*

**1. Short title**– This Act may be cited as the International Finance Agreements Act 1971.

**2 Interpretation**– In this Act, unless the context otherwise requires:

“Association” means the International Development Association;

“Association Agreement” means the Articles of Agreement for the establishment and operation of the Association set out in the Fourth Schedule to this Act;

- “Bank” means the International Bank for Reconstruction and Development;
- “Bank Agreement” means the Articles of Agreement for the establishment and operation of the Bank set out in the Second Schedule to this Act;
- “Corporation” means the International Finance Corporation;
- “Corporation Agreement” means the Articles of Agreement for the establishment and operation of the Corporation as amended, set out in the third Schedule to this Act;
- “Fund” means the International Monetary Fund;
- “Fund Agreement” means the Articles of Agreement for the establishment and operation of the Fund as amended, set out in the First Schedule to this Act;
- “membership resolutions” means the resolution adopted by the Boards of Governors of the Fund, and such other resolutions as may be adopted by the Boards of Governors of the Bank, the Corporation and the Association, respectively, after consultations with the Government of Samoa specifying the terms and conditions upon which Samoa shall be admitted to membership in these organisations;
- “Minister” means the Minister of the Ministry of Finance.

**3. Authorisation of membership** – The Government is authorised on behalf of Samoa to accept membership in the Fund, the Bank, the Corporation and the Association by adhering to the Fund Agreement, the Bank Agreement, the Corporation Agreement and the Association Agreement in accordance with the terms and conditions set out in the respective Membership Resolutions, and the Minister is authorised, either by himself or herself or through such agent as the Minister may duly designate, to sign the originals of any or all of these Agreements and to execute and deposit any instrument and other documents which may be required for these purposes.

**4. Participation in Special Drawing Account** – Upon the accession of Samoa to membership of the Fund, the Government of Samoa is authorised to become a participant in the Special Drawing Account and the Minister authorised, either by himself or herself or through such agent as the Minister may designate, to deposit with the Fund on behalf of Samoa an instrument stating

that Samoa undertakes all the obligations of a participant in the Special Drawing Account in the Fund in accordance with the law of Samoa and representing that Samoa has taken all steps necessary to enable it to carry out all of the obligations of a participant in the Special Drawing Account.

**5. Central Bank of Samoa to be depository and fiscal agency** – The Central Bank of Samoa is designated as the depository in Samoa for all the holdings of Samoan currency and other assets of the Fund, Bank, Corporation and the Association as the fiscal agency required under the Fund Agreement, the Bank Agreement, the Corporation Agreement and the Association Agreement, and is authorised to carry out on behalf of Samoa, all transactions and operations under the provisions of these Agreements.

**6. Payments** – There is to be paid out of the Treasury Fund, without further appropriation than this Act, all payments required to be made to the Fund, the Bank, the Corporation and the Association under the terms set out in the Membership Resolutions and the provisions of the Fund Agreement, the Bank Agreement, the Corporation Agreement and the Association Agreement and all payments required to be made on account of Samoa's participation in the Special Drawing Account in the Fund.

**7. Power to borrow** – (1) The Minister may borrow on the security of and charged upon the public revenues of Samoa such sums of money as are required to be paid by the Government of Samoa under section 6.

(2) All money borrowed under the authority of this section shall, as and when borrowed, be paid into the Treasury Fund.

**8. Issue of securities** – The Minister is authorised to create and issue securities, notes, or obligations, which are non-negotiable, non-interest bearing, and payable on demand, in conformity with section 5 of Article III of the Fund Agreement, section 12 of Article V of the Bank Agreement and paragraph (e) of section 2 of Article II of the Association Agreement (which sections relate to the acceptance by the Fund, the Bank, or the

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Association, as the case may be, of notes or similar obligations in place or currency).

**9. Application of certain articles** – These provisions have the force of law in Samoa:

- (a) the first sentence of section 2(b) of Article VIII of the Fund Agreement;
- (b) paragraph (b) of Article XXVII of the Fund Agreement;
- (c) sections 2 to 9 inclusive of Article IX of the Fund Agreement;
- (d) sections 2 to 9 inclusive of Article VII of the Bank Agreement;
- (e) sections 2 to 9 inclusive of Article VI of the Corporation Agreement; and
- (f) sections 2 to 8 inclusive of Article VIII of the Association Agreement.

**10. Appointment of Governor** – The Head of State, acting on the advice of Cabinet, may appoint a Governor and an alternate Governor to represent Samoa on the Board of Governors of the Fund, the Bank, the Corporation and the Association and may revoke any such appointment, on the advice of Cabinet.

**11. Central Bank of Samoa to receive payments, etc.**– The Central Bank of Samoa on behalf of Samoa, shall be credited with any amount which may be paid or transferred to Samoa by the Fund, the Bank, the Corporation or the Association including an amount of gold, currency or special drawing rights to be paid or allocated to Samoa by the Fund or which may otherwise be acquired by Samoa in consequence of its participation in the Special Drawing Account.

**12. Regulations** – The Head of State, acting on the advice of Cabinet, may make such regulations as in his or her opinion may be necessary or expedient for giving full effect to this Act and for its due administration.

**SCHEDULES**

**FIRST SCHEDULE**

**(Section 2)**

**ARTICLES OF AGREEMENT OF THE  
INTERNATIONAL MONETARY FUND**

The Governments on whose behalf the present Agreement is signed agree as follows:

**INTRODUCTORY ARTICLE**

- (i) The International Monetary Fund is established and shall operate in accordance with the provisions of this Agreement as originally adopted, and as subsequently amended in order to institute a facility based on special drawing rights and to effect certain other changes.
- (ii) To enable the Fund to conduct its operations and transactions, the Fund shall maintain a General Account and a Special Drawing Account. Membership in the Fund shall give the right to participation in the Special Drawing Account.
- (iii) Operations and transactions authorised by this Agreement shall be conducted through the General Account except that operations and transactions involving special drawing rights shall be conducted through the Special Drawing Account.

**ARTICLE I**  
**PURPOSES**

The purposes of the International Monetary Fund are:

- (i) To promote international monetary co-operation through a permanent institution which provides the machinery for consultation and collaboration on international monetary problems;
- (ii) To facilitate the expansion and balanced growth of international trade, and to contribute thereby to the promotion and maintenance of high levels of employment and real income and to the development of the productive resources of all members as primary objectives of economic policy;
- (iii) To promote exchange stability, to maintain orderly exchange arrangements among members, and to avoid competitive exchange depreciation;
- (iv) To assist in the establishment of a multilateral system of payments in respect of current transactions between members and in the elimination of foreign exchange restrictions which

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- hamper the growth of world trade;
- (v) To give confidence to members by making the Fund's resource temporarily available to them under adequate safeguards, thus providing them with opportunity to correct maladjustments in their balance of payments without resorting to measures destructive of national or international prosperity;
- (vi) In accordance with the above, to shorten the duration and lessen the degree of disequilibrium in the international balances of payments of members.

The Fund shall be guided in all its policies and decisions by the purposes set forth in this Article.

**ARTICLE II**  
**MEMBERSHIP**

**Section 1:**  
**Original Members**

The original members of the Fund shall be those of the countries represented at the United National Monetary and Financial Conference whose Governments accept membership before the date specified in Article XX, section 2(e).

**Section 2:**  
**Other members**

Membership shall be open to the Governments of other countries at such times and in accordance with such terms as may be prescribed by the Fund.

**ARTICLE III**  
**QUOTAS AND SUBSCRIPTIONS**

**Section 1**  
**Quotas**

Each member shall be assigned a quota. The quotas of the members represented at the United National Monetary and Financial Conference which accept membership before the date specified in Article XX, section 2(e), shall be those set forth in Schedule A. The quotas of other members shall be determined by the Fund.

**Section 2**  
**Adjustment of quotas**

The Fund shall at intervals of not more than 5 years conduct a general review, and if it deems it appropriate propose an adjustment, of the quotas of the members. It may also, if it thinks fit, consider at any other time the adjustment of any particular quota at the request of the member concerned. An 85 percent majority of the total voting power shall be required for any change in quotas proposed as the result of a general review and a four-fifths majority of the total voting power shall be required for any other change in quotas. No quota shall be changed without the consent of the member concerned.

### **Section 3**

#### **Subscriptions; time, place, and form of payment:**

- (a) The subscription of each member shall be equal to its quota and shall be paid in full to the Fund at the appropriate depository on or before the date when the member becomes eligible under Article XX, section 7(c) or (d), to buy currencies from the Fund;
- (b) Each member shall pay in gold, as a minimum, the smaller of:
  - (i) Twenty five percent of its quota; or
  - (ii) Ten percent of its net official holdings of gold and United States dollars as at the date when the Fund notifies members under Article XX, section 4 (a) that it will shortly be in a position to begin exchange transactions;

Each member shall furnish to the Fund the data necessary to determine its net official holdings of gold and United States dollars.

- (c) Each member shall pay the balance of its quota in its own currency;
- (d) If the net official holdings of gold and United States dollars of any member as at the date referred to in (b)(ii) above are not ascertainable because its territories have been occupied by the enemy, the Fund shall fix an appropriate alternative date for determining such holdings. If such date is later than that on which the country becomes eligible under Article XX, section 4(c) or (d), to buy currencies from the Fund, the Fund and the member shall agree on a provisional gold payment to be made under (b) above, and the balance of the member's subscription shall be paid in the member's currency, subject to appropriate adjustment between the member and the Fund when the net official holdings have been ascertained.

### **Section 4**

#### **Payments when quotas are changed:**

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- (a) Each member which consents to an increase in its quota shall, within 30 days after the date of its consent, pay to the Fund 25 percent of the increase in gold and the balance in its own currency. If, however, on the date when the member consents to an increase, its monetary reserves are less than its new quota, the Fund may reduce the proportion of the increase to be paid in gold;
- (b) If a member consents to a reduction in its quota, the Fund shall, within 30 days after the date of the consent, pay to the member an amount equal to the reduction. The payments shall be made in the member's currency and in such amount of gold as may be necessary to prevent reducing the Fund's holdings of the currency below 75 percent of the new quota;
- (c) A majority of 85 percent of the total voting power shall be required for any decisions dealing with the payment, or made with the sole purpose of mitigating the effects of the payment, of increase in quotas proposed as the result of a general review of quotas.

**Section 5**  
**Substitution of securities for currency**

The Fund shall accept from any member in place of any part of the member's currency which in the judgment of the Fund is not needed for its operations, notes or similar obligations issued by the member or the depository designated by the member under Article XIII, section 2, which shall be non-negotiable, non-interest bearing and payable at their par value on demand by crediting the account of the Fund in the designated depository. This section shall apply not only to currency subscribed by members but also to any currency otherwise due to, or acquired by, the Fund.

**ARTICLE IV**  
**PAR VALUES OF CURRENCIES**

**Section 1**  
**Expression of par values:**

- (a) The par value of the currency of each member shall be expressed in terms of gold as a common denominator or in terms of the United States dollar of the weight and fineness in effect on July 1, 1944;
- (b) All computations relating to currencies of members for the purpose of applying the provisions of this Agreement shall be on the basis of their par values.



**Section 2**  
**Gold purchases based on par values**

The Fund shall prescribe a margin above and below par value for transactions in gold by members, and no member shall buy gold at a price above par value plus the prescribed margin, or sell gold at a price below par value minus the prescribed margin.

**Section 3**  
**Foreign exchange dealings based on parity**

The maximum and the minimum rates for exchange transactions between the currencies of members taking place within their territories shall not differ from parity:

- (i) In the case of spot exchange transactions, by more than one percent;
- (ii) In the case of other exchange transactions, by a margin which exceeds the margin for spot exchange transactions by more than the Fund considers reasonable.

**Section 4**  
**Obligations regarding exchange stability:**

- (a) Each member undertakes to collaborate with the Fund to promote exchange stability, to maintain orderly exchange arrangements with other members, and to avoid competitive exchange alteration;
- (b) Each member undertakes, through appropriate measures consistent with this Agreement, to permit within its territories exchange transactions between its currency and the currencies of other members only within the limits prescribed under section 3 of this Article. A member whose monetary authorities, for the settlement of international transactions, in fact freely buy and sell gold within the limits prescribed by the Fund under section 2 of this Article shall be deemed to be fulfilling this undertaking.

**Section 5**  
**Changes in par values:**

- (a) A member shall not propose a change in the par value of its currency except to correct a fundamental disequilibrium;
- (b) A change in the par value of a member's currency may be made only on the proposal of the member and only after consultation with the Fund;
- (c) When a change is proposed, the Fund shall first take into account

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the changes, if any, which have already taken place in the initial par value of the member's currency as determined under Article XX, section 4. If the proposed change, together with all previous changes, whether increases or decreases:

- (i) Does not exceed 10 percent of the initial par value, the Fund shall raise no objection;
  - (ii) Does not exceed a further 10 percent of the initial par value, the Fund may either concur or object, but shall declare its attitude within 72 hours if the member so requests;
  - (iii) Is not within (i) or (ii) above, the Fund may either concur or object, but shall be entitled to a longer period in which to declare its attitude;
- (d) Uniform changes in par values made under section 7 of this Article shall not be taken into account in determining whether a proposed change falls within (i), (ii), or (iii) of (c) above;
- (e) A member may change the par value of its currency without the concurrence of the Fund if the change does not affect the international transactions of members of the Fund;
- (f) The Fund shall concur in a proposed change which is within the terms of (c)(ii) or (c)(iii) above if it is satisfied that the change is necessary to correct a fundamental disequilibrium. In particular, provided it is so satisfied it shall not object to a proposed change because of the domestic, social or political policies of the member proposing the change.

**Section 6**

**Effect of unauthorised changes**

If a member changes the par value of its currency despite the objection of the Fund, in cases where the Fund is entitled to object, the member shall be ineligible to use the resources of the Fund unless the Fund otherwise determines; and if, after the expiration of a reasonable period, the difference between the member and the Fund continues, the matter shall be subject to the provisions of Article XV, section 2(b).

**Section 7**

**Uniform changes in par values**

Notwithstanding the provisions of section 5(b) of this Article, the Fund by an 85 percent majority of the total voting power may make uniform proportionate changes in the par values of the currencies of all members. The par value of a member's currency shall, however, not be changed under this provision if, within 72 hours of the Fund's action, the member informs the Fund that it does not wish the par value or its value of its currency to be changed by such action.

**Section 8**

**Maintenance of gold value of the Fund's assets:**

- (a) The gold value of the Fund's assets shall be maintained notwithstanding changes in the par or foreign exchange value of the currency of any member;
- (b) Whenever (i) the par value of a member's currency is reduced, or (ii) the foreign exchange value of a member's currency has, in the opinion of the Fund, depreciated to a significant extent within that member's territories, the member shall pay to the Fund within a reasonable time an amount of its own currency equal to the reduction in the gold value of its currency held by the Fund;
- (c) Whenever the par value of a member's currency is increased, the Fund shall return to such member within a reasonable time an amount in its currency equal to the increase in the gold value of its currency held by the Fund;
- (d) The provisions of this section shall apply to a uniform proportionate change in the par values of the currencies of all members, unless at the time when such a change is made the Fund decides otherwise by an 85 percent majority of the total voting power.

**Section 9**

**Separate currencies within a member's territories**

A member proposing a change in the par value of its currency shall be deemed, unless it declares otherwise, to be proposing a corresponding change in the par value of the separate currencies of all territories in respect of which it has accepted this Agreement under Article XX, section 2(g). It shall, however, be open to a member to declare that its proposal relates either to the metropolitan currency alone, or only to one or more specified separate currencies, or to the metropolitan currency and one or more specified separate currencies.

**ARTICLE V**

**TRANSACTIONS WITH THE FUND**

**Section 1**

**Agencies dealing with the Fund**

Each member shall deal with the Fund only through its Treasury, central bank, stabilization fund or other similar fiscal agency and the Fund shall deal only with or through the same agencies.

**Section 2****Limitation on the Fund's operations**

Except as otherwise provided in this Agreement, operations on the account of the Fund shall be limited to transactions for the purpose of supplying a member, on the initiative of such member, with the currency of another member in exchange for gold or for the currency of the member desiring to make the purchase.

**Section 3****Conditions governing use of the Fund's resources:**

- (a) A member shall be entitled to buy the currency of another member from the Fund in exchange for its own currency subject to the following conditions:
  - (i) The member desiring to purchase the currency represents that it is presently needed for making in that currency payments which are consistent with the provisions of this Agreement;
  - (ii) The Fund has not given notice under Article VII, section 3, that its holdings of the currency desired have become scarce;
  - (iii) The proposed purchase would be a gold tranche purchase, or would not cause the Fund's holdings of the purchasing member's currency to increase by more than 25 percent of its quota during the period of 12 months ending on the date of the purchase or to exceed 200 percent of its quota;
  - (iv) The Fund has not previously declared under section 5 of this Article, Article IV, section 6, Article VI, section 1, or Article XV, section 2(a), that the member desiring to purchase is ineligible to use the resources of the Fund;
- (b) A member shall not be entitled without the permission of the Fund to use the Fund's resources to acquire currency to hold against forward exchange transactions;
- (c) A member's use of the resources of the Fund shall be in accordance with the purposes of the Fund. The Fund shall adopt policies on the use of its resources that will assist members to solve their balance of payments problems in a manner consistent with the purposes of the Fund and that will establish adequate safeguards for the temporary use of its resources;
- (d) A representation by a member under (a) above shall be examined by the Fund to determine whether the proposed purchase would be consistent with the provisions of this Agreement and with the policies adopted under them, with the exception that proposed

gold tranche purchase shall not be subject to challenge.

#### **Section 4 Waive of conditions**

The Fund may in its discretion, and on terms which safeguard its interests, waive any of the conditions prescribed in section 3(a) of this Article, especially in the case of members with a record of avoiding large or continuous use of the Fund's resources. In making a waiver it shall take into consideration periodic or exceptional requirements of the member requesting the waiver. The Fund shall also take into consideration a member's willingness to pledge as collateral security gold, silver, securities, or other acceptable asset having a value sufficient in the opinion of the Fund to protect its interests and may require as a condition of waiver the pledge of such collateral security.

#### **Section 5 Ineligibility to use the Fund's resources**

Whenever the Fund is of the opinion that any member is using the resources of the Fund in manner contrary to the purposes of the Fund, it shall present to the member a report setting forth the views of the Fund and prescribing a suitable time for reply. After presenting such a report to a member, the Fund may limit the use of its resources by the members. If no reply to the report is received from the member within the prescribed time, or if the reply received is unsatisfactory, the Fund may continue to limit the member's use of the Fund's resources or may, after giving reasonable notice to the member, declare it ineligible to use the resources of the Fund.

#### **Section 6 Purchases of currencies from the Fund for Gold:**

- (a) Any member desiring to obtain, directly or indirectly, the currency of another member for gold shall, provided that it can do so with equal advantage, acquire it by the sale of gold to the Fund;
- (b) Nothing in this section shall be deemed to preclude any member from selling in any market gold newly produced from mines located within its territories.

#### **Section 7 Repurchase by a member of its currency held by the Fund:**

- (a) A member may repurchase from the Fund and the Fund shall sell

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for gold any part of the Fund's holdings of its currency in excess of its quota;

- (b) At the end of each financial year of the Fund, a member shall repurchase from the Fund with each type of monetary reserve, as determined in accordance with Schedule B, part of the Fund's holdings of its currency under the following conditions:
  - (i) Each member shall use in repurchases of its own currency from the Fund an amount of its monetary reserves equal in value to the following changes that have occurred during the year; one-half of any increase in the Fund's holdings of the member's currency, plus one-half of any increase, or minus one-half of any decrease, in the member's monetary reserves, or, if the Fund's holdings of the member's currency have decreased, one-half of any increase in the member's monetary reserves minus one-half of the decrease in the Fund's holdings of the members currency. This rule shall not apply when a member's monetary reserves have decreased during the year by more than the Fund's holdings of its currency have increased;
  - (ii) If after the repurchase described in (i) above (if required) has been made, a member's holdings of another member's currency (or of gold acquired from that member) are found to have increased by reason of transactions in terms of that currency with other members or persons in their territories, the member whose holdings of such currency (or gold) have thus increased shall use the increase to repurchase its own currency from the Fund.
- (c) None of the adjustments described in (b) above shall be carried to a point at which:
  - (i) The member's monetary reserves are below 150 percent of its quota; or
  - (ii) The Fund's holdings of its currency are below 75 percent of its quota; or
  - (iii) The Fund's holdings of any currency required to be used are above 75 percent of the quota of the member concerned; or
  - (iv) The amount repurchased exceeds 25 percent of the quota of the member concerned;
- (d) The Fund by an 85 percent majority of the total voting power may revise the percentages in (c)(i) and (iv) above and revise and supplement the rules in paragraph 1(c),(d), and (e) and paragraph 2(b) of Schedule B.

**Section 8**  
**Charges**

- (a) Any member buying the currency of another member from the Fund in exchange for its own currency shall pay, in addition to the parity price, a service charge uniform for all members of not less than one-half percent and not more than one percent, as determined by the Fund, provided that the Fund in its discretion may levy a service charge of less than one-half percent on gold tranche purchases;
- (b) The Fund may levy a reasonable handling charge on any member buying gold from the Fund or selling gold to the Fund;
- (c) The Fund shall levy charges uniform for all members which shall be payable by any member on the average daily balances of its currency held by the Fund in excess of its quota. These charges shall be at the following rates:
  - (i) On amounts not more than 25 percent in excess of the quota: no charge for the first 3 months; one-half percent per annum for the next 9 months; and thereafter an increase in the charge of one-half percent for each subsequent year;
  - (ii) On amounts more than 25 percent and not more than 50 percent in excess of the quota; an addition one-half percent for the first year; and an additional one-half percent for each subsequent year;
  - (iii) On each additional bracket of 25 percent in excess of the quota: an additional one-half percent for the first year; and an additional one-half percent for each subsequent year;
- (d) Whenever the Fund's holdings of a member's currency are such that the charge applicable to any bracket for any period has reached the rate of 4 percent per annum, the Fund and the member shall consider means by which the Fund's holdings of the currency can be reduced. Thereafter, the charges shall rise in accordance with the provisions of (c) above until they reach 5 percent and failing agreement, the Fund may then impose such charges as it deems appropriate;
- (e) The rates referred to in (c) and (d) above may be changed by a three-fourths majority of the total voting power;
- (f) All charges shall be paid in gold. If, however, the member's monetary reserves are less than one-half of its quota, it shall pay in gold only that proportion of the charges due which such reserves bear to one-half of its quota, and shall pay the balance in its own currency.

*International Finance Agreements Act 1971***Section 9****Remuneration:**

- (a) The Fund shall pay remuneration, at a rate uniform for all members, on the amount by which 75 percent of a member's quota exceeded the average of the Fund's holdings of the member's currency, provided that no account shall be taken of holdings in excess of 75 percent of quota. The rate shall be one and one-half percent per annum, but the Fund in its discretion may increase or reduce this rate, provided that a three-fourths majority of the total voting power shall be required for any increase above 2 percent per annum or reduction below one percent per annum;
- (b) Remuneration shall be paid in gold or a member's own currency as determined by the Fund.

**ARTICLE VI****CAPITAL TRANSFERS****Section 1****Use of the Fund's resources for capital transfers:**

- (a) A member may not use the Fund's resources to meet a large or sustained outflow of capital except as provided in section 2 of this Article, and the Fund may request a member to exercise controls to prevent such use of the resources of the Fund. If, after receiving such a request, a member fails to exercise appropriate controls, the Fund may declare the member ineligible to use the resources of the Fund;
- (b) Nothing in this section shall be deemed:
  - (i) To prevent the use of the resources of the Fund for capital transactions of reasonable amount required for the expansion of exports or in the ordinary course of trade, banking or other business; or
  - (ii) To affect capital movements which are met out of a member's own resources of gold and foreign exchange, but members undertake that such capital movements will be in accordance with the purpose of the Fund.

**Section 2****Special provisions for capital transfers**

A member shall be entitled to make gold tranche purchases to meet capital transfers.

**Section 3**



**Controls of capital transfers**

Members may exercise such controls as are necessary to regulate international capital movements, but no member may exercise these controls in a manner which will restrict payments for current transactions or which will unduly delay transfers of funds in settlement of commitments, except as provided in Article VII, section 3(b), and in Article XIV, section 2.

**ARTICLE VII**  
**SCARCE CURRENCIES**

**Section 1**  
**General scarcity of currency**

If the Fund finds that a general scarcity of a particular currency is developing, the Fund may so inform members and may issue a report setting forth the causes of the scarcity and containing recommendations designed to bring it to an end. A representative of the member whose currency is involved shall participate in the preparation of the report.

**Section 2**  
**Measures to replenish the Fund's holdings of scarce currencies**

The Fund may, if it deems such action appropriate to replenish its holdings of any member's currency, take either or both of the following steps:

- (i) Propose to the member that, on terms and conditions agreed between the Fund and the member, the latter lend its currency to the fund or that, with the approval of the member, the Fund borrow such currency from some other source either within or outside the territories of the member, but no member shall be under any obligation to make such loans to the Fund or to approve the borrowing of its currency by the Fund from any other source;
- (ii) Require the member to sell its currency to the Fund for gold.

**Section 3**  
**Scarcity of the Fund's holdings:**

- (a) If it becomes evident to the Fund that the demand for a member's currency seriously threatens the Fund's ability to supply that currency, the Fund, whether or not it has issued a report under section 1 of this Article, shall formally declare such currency scarce and shall thenceforth apportion its existing and accruing

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- supply of the scarce currency with due regard to the relative needs of members, the general international economic situation and any other pertinent considerations. The Fund shall also issue a report concerning its action;
- (b) A formal declaration under (a) above shall operate as an authorisation to any member, after consultation with the Fund, temporarily to impose limitations on the freedom of exchange operations in the scarce currency. Subject to the provisions of Article IV, sections 3 and 4, the member shall have complete jurisdiction in determining the nature of such limitations, but they shall be no more restrictive than is necessary to limit the demand for the scarce currency to the supply held by, or accruing to, the member in question; and they shall be relaxed and removed as rapidly as conditions permit;
- (c) The authorisation under (b) above shall expire whenever the Fund formally declares the currency in question to be no longer scarce.

**Section 4**

**Administration of restrictions**

Any member imposing restrictions in respect of the currency of any other member pursuant to the provisions of section 3(b) of this Article shall give sympathetic consideration to any representations by the other member regarding the administration of such restrictions.

**Section 5**

**Effect of other international agreements on restrictions**

Members agree not to invoke the obligations of any engagements entered into with other members prior to this Agreement in such a manner as will prevent the operation of the provisions of this Article.

**ARTICLE VIII**

**GENERAL OBLIGATIONS OF MEMBERS**

**Section 1**

**Introduction**

In addition to the obligations assumed under other Articles of this Agreement, each member undertakes the obligations set out in this Article.

**Section 2**

**Avoidance of restrictions on current payments:**

- (a) Subject to the provisions of Article VII, section 3(b), and Article XIV, section 2, no member shall, without the approval of the Fund, impose restrictions on the making of payments and transfers for current international transactions;
- (b) Exchange contracts which involve the currency of any member and which are contrary to the exchange control regulations of that member maintained or imposed consistently with this Agreement shall be unenforceable in the territories of any member. In addition, members may, by mutual accord cooperate in measures for the purpose of making the exchange control regulations of either member more effective, provided that such measures and regulations are consistent with this Agreement.

### **Section 3**

#### **Avoidance of discriminatory currency practices**

No member shall engage in, or permit any of its fiscal agencies referred to in Article V, section 1, to engage in, any discriminatory currency arrangements or multiple currency practices except as authorised under this Agreement or approved by the Fund. If such arrangements and practices are engaged in at the date when this Agreement enters into force the member concerned shall consult with the Fund as to their progressive removal unless they are maintained or imposed under Article XIV, section 2, in which case the provisions of section 4 of that Article shall apply.

### **Section 4**

#### **Convertibility of foreign held balances:**

- (a) Each member shall buy balances of its currency held by another member if the latter, in requesting the purchase, represents:
  - (i) That the balances to be bought have been recently acquired as a result of current transactions; or
  - (ii) That their conversion is needed for making payments for current transactions.The buying member shall have the option to pay either in the currency of the member making the request or in gold.
- (b) The obligation in (a) above shall not apply:
  - (i) When the convertibility of the balances has been restricted consistently with section 2 of this Article, or Article VI, section 3; or
  - (ii) When the balances have accumulated as a result of transactions effected before the removal by a member of restrictions maintained or imposed under Article XIV,

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- section 2; or
- (iii) When the balances have been acquired contrary to the exchange regulations of the member which is asked to buy them; or
  - (iv) When the currency of the member requesting the purchase has been declared scarce under Article VII, section 3(a); or
  - (v) When the member requested to make the purchase is for any reason not entitled to buy currencies of other members from the Fund for its own currency.

**Section 5**  
**Furnishing of information**

- (a) The Fund may require members to furnish it with such information as it deems necessary for its operations, including, as the minimum necessary for the effective discharge of the Fund's duties, national data on the following matters:
  - (i) Official holdings at home and abroad, of (1) gold, (2) foreign exchange;
  - (ii) Holdings at home and abroad by banking and financial agencies, other than official agencies, of (1) gold, (2) foreign exchange;
  - (iii) Production of gold;
  - (iv) Gold exports and imports according to countries of destination and origin;
  - (v) Total exports and imports of merchandise, in terms of local currency values, according to countries of destination and origin;
  - (vi) International balance of payments, including (1) trade in goods and services, (2) gold transactions, (3) known capital transactions, and (4) other items;
  - (vii) International investment position, i.e. investments within the territories of the member owned abroad and investments abroad owned by persons in its territories so far as it is possible to furnish this information;
  - (viii) National income;
  - (ix) Price indices, i.e., indices of commodity prices in wholesale and retail markets and of export and import prices;
  - (x) Buying and selling rates for foreign currencies;
  - (xi) Exchange controls, i.e., a comprehensive statement of exchange controls in effect at the time of assuming membership in the Fund and details of subsequent changes as they occur; and

- (xii) Where official clearing arrangements exist, details of amounts awaiting clearance in respect of commercial and financial transactions, and of the length of time during which such arrears have been outstanding.
- (b) In requesting information the Fund shall take into consideration the varying ability of members to furnish the data requested. Members shall be under no obligation to furnish information in such detail that the affairs of individuals or corporations are disclosed. Members undertake, however to furnish the desired information in as detailed and accurate a manner as is practicable, and, so far as possible, to avoid mere estimates;
- (c) The Fund may arrange to obtain further information by agreement with members. It shall act as a centre for the collection and exchange of information on monetary and financial problems, thus facilitating the preparation of studies designed to assist members in developing policies which further the purposes of the Fund.

### **Section 6**

#### **Consultation between members regarding existing international agreements**

Where under this Agreement a member is authorised in the special or temporary circumstances specified in the Agreement to maintain or establish restrictions on exchange transactions, and there are other engagements between members entered into prior to this Agreement which conflict with the application of such restrictions, the parties to such engagements will consult with one another with a view to making such mutually acceptable adjustments as may be necessary. The provisions of this Article shall be without prejudice to the operation of Article VII, section 5.

## **ARTICLE IX**

### **STATUS, IMMUNITIES AND PRIVILEGES**

#### **Section 1**

##### **Purposes of Article**

To enable the Fund to fulfil the functions with which it is entrusted, the status, immunities and privileges set forth in this Article shall be accorded to the Fund in the territories of each member.

#### **Section 2**

##### **Status of the Fund**

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The Fund shall possess full juridical personality, and, in particular, the capacity:

- (i) To contract;
- (ii) To acquire and dispose of immovable and movable property;
- (iii) To institute legal proceedings.

**Section 3**  
**Immunity from judicial process**

The Fund, its property and its assets, wherever located and by whomsoever held, shall enjoy immunity from every form of judicial process except to the extent that it expressly waives its immunity for the purpose of any proceedings or by the terms of any contract.

**Section 4**  
**Immunity from other action**

Property and assets of the Fund, wherever located and by whomsoever held, shall be immune from search requisition, confiscation, expropriation or any other form of seizure by executive or legislative action.

**Section 5**  
**Immunity of archives**

The Archives of the Fund shall be inviolable.

**Section 6**  
**Freedom of assets from restrictions**

To the extent necessary to carry out the operations provided for in this Agreement, all property and assets of the Fund shall be free from restrictions, regulations, controls and moratoria of any nature.

**Section 7**  
**Privilege for communications**

The official communications of the Fund shall be accorded by members the same treatment as the official communications of other members.

**Section 8**  
**Immunities and privileges of officers and employees**

All governors, executive directors, alternates, officers and employees of the Fund:

- (i) Shall be immune from legal process with respect to acts performed by them in their official capacity except when the Fund waives this immunity;
- (ii) Not being local nationals, shall be granted the same immunities from immigration restrictions, alien registration requirements, and national service obligations and the same facilities as regards exchange restrictions as are accorded by members to the representatives, officials, and employees of comparable rank of other members;
- (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.

### **Section 9**

#### **Immunities from taxation:**

- (a) The Fund, its assets, property, income and its operations and transactions authorised by this Agreement, shall be immune from all taxation and from all customs duties. The Fund shall also be immune from liability for the collection or payment of any tax or duty;
- (b) No tax shall be levied on or in respect of salaries and emoluments paid by the Fund to executive directors, alternates, officers or employees of the Fund who are not local citizens, local subjects, or other local nationals;
- (c) No taxation of any kind shall be levied on any obligation or security issued by the Fund, including any dividend or interest thereon, by whomsoever held:
  - (i) Which discriminates against such obligation or security solely because of its origin; 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 Fund.

### **Section 10**

#### **Application of Article**

Each member shall take such action as is necessary in its own territories for the purpose of making effective in terms of its own law the principles set forth in this Article and shall inform the Fund of the detailed action which it has taken.

## **ARTICLE X**

### **RELATIONS WITH OTHER INTERNATIONAL**

**ORGANISATIONS**

The Fund shall co-operate within the terms of this Agreement with any general international organisation and with public international organisations having specialised responsibilities in related fields. Any arrangements for such co-operation which would involve a modification of any provision of this Agreement may be effected only after amendment to this Agreement under Article XVII.

**ARTICLE XI****RELATIONS WITH NON-MEMBER COUNTRIES****Section 1****Undertakings regarding relations with non-member countries**

Each member undertakes:

- (i) Not to engage in, nor to permit any of its fiscal agencies referred to in Article V, section 1, to engage in, any transactions with a non-member or with persons in a non-member's territories which would be contrary to the provisions of this Agreement or the purposes of the Fund;
- (ii) Not to co-operate with a non-member or with persons in a non-member's territories in practices which would be contrary to the provisions of this Agreement or the purposes of the Fund; and
- (iii) To co-operate with the Fund with a view to the application in its territories of appropriate measures to prevent transactions with non-members or with persons in their territories which would be contrary to the provisions of this Agreement or the purposes of the Fund.

**Section 2****Restrictions on transactions with non-member countries**

Nothing in this Agreement shall affect the right of any member to impose restrictions on exchange transactions with non-members or with persons in their territories unless the Fund finds that such restrictions prejudice the interests of members and are contrary to the purposes of the Fund.

**ARTICLE XII****ORGANISATION AND MANAGEMENT****Section 1****Structure of the Fund**



The Fund shall have a Board of Governors, Executive Directors, a Managing Director and a staff.

**Section 2**  
**Board of Governors:**

- (a) All powers of the Fund shall be vested in the Board of Governors, consisting of one governor and one alternate appointed by each member in such manner as it may determine. Each governor and each alternate shall serve for 5 years, subject to the pleasure of the member appointing him, and may be re-appointed. No alternate may vote except in the absence of his or her principal. The Board shall select one of the governors as chairman;
- (b) The Board of Governors may delegate to the Executive Directors authority to exercise any powers of the board, except the power to:
  - (i) Admit new members and determine the conditions of their admission;
  - (ii) Approve a revision of quotas, or to decide on the payment, or on the mitigation of the effects of payment, of increases in quotas proposed as the result of a general review of quotas;
  - (iii) Approve a uniform change in the par values of the currencies of all members, or to decide when such a change is made that the provisions relating to the maintenance of gold value of the Fund's assets shall not apply;
  - (iv) Make arrangements to co-operate with other international organisations (other than informal arrangements of a temporary or administrative character);
  - (v) Determine the distribution of the net income of the Fund;
  - (vi) Require a member to withdraw;
  - (vii) Decide to liquidate the Fund;
  - (viii) Decide appeals from interpretations of this Agreement given by the Executive Directors;
  - (ix) Revise the provisions on repurchase or to revise and supplement the rules for the distribution of repurchases among types of reserves; and
  - (x) Make transfers to general reserve from any special reserve.
- (c) The Board of Governors shall hold an annual meeting and such other meetings as may be provided for by the board or called by

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- the Executive Directors. Meetings of the Board shall be called by the directors whenever requested by 5 members or by members having one quarter of the total voting power;
- (d) A quorum for any meeting of the Board of Governors shall be a majority of the governors exercising not less than two-thirds of the total voting power;
  - (e) Each governor shall be entitled to cast the number of votes allotted under section 5 of this Article to the member appointing him;
  - (f) The Board of Governors may by regulation establish a procedure whereby the Executive Directors, when they deem such action to be in the best interests of the Fund, may obtain a vote of the governors on a specific question without calling a meeting of the Board;
  - (g) The Board of Governors, and the Executive Directors to the extent authorised, may adopt such rules and regulations as may be necessary or appropriate to conduct the business of the Fund;
  - (h) Governors and alternates shall serve as such without compensation from the Fund, but the Fund shall pay them reasonable expenses incurred in attending meetings;
  - (i) The Board of Governors shall determine the remuneration to be paid to the Executive Directors and the salary and terms of the contract of service of the Managing Director.

**Section 3**  
**Executive Directors:**

- (a) The Executive Directors shall be responsible for the conduct of the general operations of the Fund, and for this purpose shall exercise all the powers delegated to them by the Board of Governors;
- (b) There shall be not less than 12 directors who need not be governors, and of whom:
  - (i) Five shall be appointed by the 5 members having the largest quotas;
  - (ii) Not more than 2 shall be appointed when the provisions of (c) below apply;
  - (iii) Five shall be elected by the members not entitled to appoint directors, other than the American Republics; and
  - (iv) Two shall be elected by the American Republics not entitled to appoint directors,-

For the purposes of this paragraph, members mean governments of countries whose names are set forth in Schedule A, whether they become members in accordance with Article XX or in accordance with Article II, section 2. When governments of

other countries become members, the Board of Governors may, by a four-fifths majority of the total voting power, increase the number of directors to be elected.

- (c) If, at the second regular election of directors and thereafter, the members entitled to appoint directors under (b)(i) above do not include 2 members, the holdings of whose currencies by the Fund have been, on the average over the preceding 2 years, reduced below their quotas by the largest absolute amounts in terms of gold as a common denominator either one or both of such members, as the case may be, shall be entitled to appoint a director;
- (d) Subject to Article XX, section 3(b), elections of elective directors shall be conducted at intervals of 2 years in accordance with the provisions of Schedule C, supplemented by such regulations as the Fund deems appropriate. Whenever the Board of Governors increases the number of directors to be elected under (b) above, it shall issue regulations making appropriate changes in the proportion of votes required to elect directors under the provisions of Schedule C;
- (e) Each director shall appoint an alternate with full power to act for him when he is not present. When the directors appointing them are present, alternates may participate in meetings but may not vote;
- (f) Directors shall continue in office until their successors are appointed or elected. If the office of an elected director becomes vacant more than 90 days before the end of his or her term, another director shall be elected for the remainder of the term by the members who elected the former director. A majority of the votes cast shall be required for election. While the office remains vacant, the alternate of the former director shall exercise his or her powers, except that of appointing an alternate;
- (g) The Executive Directors shall function in continuous session at the principal office of the Fund and shall meet as often as the business of the Fund may require;
- (h) A quorum for any meeting of the Executive Directors shall be a majority of the directors representing not less than one-half of the voting power;
- (i) Each appointed director shall be entitled to cast the number of votes allotted under section 5 of this Article to the member appointing him. Each elected director shall be entitled to cast the number of votes which counted towards his or her election. When the provisions of section 5(b) of this Article are applicable, the votes which a director would otherwise be entitled to cast shall be increased or decreased correspondingly. All the votes which a director is entitled to cast shall be cast as a unit;

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- (j) The Board of Governors shall adopt regulations under which a member not entitled to appoint a director under (b) above may send a representative to attend any meeting of the Executive Directors when a request made by, or a matter particularly affecting, that member is under consideration;
- (k) The Executive Directors may appoint such committees as they deem advisable. Membership of committees need not be limited to governors or directors or their alternates.

**Section 4****Managing Director and staff:**

- (a) The Executive Directors shall select a Managing Director who shall not be a governor or an executive director. The Managing Director shall be chairman of the Executive 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 at such meetings. The Managing Director shall cease to hold office when the Executive Directors so decide;
- (b) The Managing Director shall be chief of the operating staff of the Fund and shall conduct, under the direction of the Executive Directors, the ordinary business of the Fund. Subject to the general control of the Executive Directors, he shall be responsible for the organisation, appointment and dismissal of the staff of the Fund;
- (c) The Managing director and the staff of the Fund, in the discharge of their functions, shall own their duty entirely to the Fund and to no other authority. Each member of the Fund shall respect the international character of this duty and shall refrain from all attempts to influence any of the staff in the discharge of his or her functions;
- (d) In appointing the staff the Managing Director shall, subject to the paramount importance of securing the highest standards of efficiency and of technical competence, pay due regard to the importance of recruiting personnel on as wide a geographical basis as possible.

**Section 5****Voting:**

- (a) Each member shall have 250 votes plus one additional vote for each part of its quota equivalent to U.S.\$100,000;
- (b) Whenever voting is required under Article V, sections 4 or 5, each member shall have the number of votes to which it is entitled under (a) above, adjusted:

- (i) by the addition of one vote for the equivalent of each US\$400,000 of net sales of its currency up to the date when the vote is taken; or
  - (ii) by the subtraction of one vote for the equivalent of each US\$400,000 of its net purchases of the currencies of other members up to the date when the vote is taken:  
**Provided that** neither net purchases nor net sales shall be deemed at any time to exceed an amount equal to the quota of the member involved.
- (c) For the purpose of all computations under this section, United States dollars shall be deemed to be of the weight and fineness in effect on July 1, 1944, adjusted for any uniform change under Article IV, section 7, if a waiver is made under section 8(d) of that Article;
  - (d) Except as otherwise specifically provided, all decisions of the Fund shall be made by a majority of the votes cast.

### **Section 6**

#### **Reserves and distribution of net income:**

- (a) The Board of Governors shall determine annually what part of the Fund's net income shall be placed to reserve and what part, if any, shall be distributed;
- (b) If any distribution is made of the net income of any year, there shall first be distributed to members eligible to receive remuneration under Article V section 9, for that year an amount by which 2 percent per annum exceeded any remuneration that has been paid for that year. Any distribution of the net income of that year beyond that amount shall be made to all members in proportion to their quotas. Payments to each member shall be made in its own currency;
- (c) The Fund may make transfers to general reserve from any special reserve.

### **Section 7**

#### **Publication of reports:**

- (a) The Fund shall publish an annual report containing an audited statement of its accounts and shall issue at intervals of 3 months or less, a summary statement of its transactions and its holdings of gold and currencies of members;
- (b) The Fund may publish such other reports as it deems desirable for carrying out its purposes.

**Section 8**  
**Communication of views to members**

The Fund shall at all times have the right to communicate its views informally to any member on any matter arising under this Agreement. The Fund may, by a two-thirds majority of the total voting power, decide to publish a report made to a member regarding its monetary or economic conditions and developments which directly tend to produce a serious disequilibrium in the international balance of payments of members. If the member is not entitled to appoint an executive director, it shall be entitled to representation in accordance with section 3(j) of this Article. The Fund shall not publish a report involving changes in the fundamental structure of the economic organisation of members.

**ARTICLE XIII**  
**OFFICES AND DEPOSITORIES**

**Section**  
**Location of offices**

The principal office of the Fund shall be located in the territory of the member having the largest quota, and agencies or branch offices may be established in the territories of other members.

**Section 2**  
**Depositaries:**

- (a) Each member country shall designate its central bank as a depository for all the Fund's holdings of its currency, or if it has no central bank it shall designate such other institution as may be acceptable to the Fund;
- (b) The Fund may hold other assets, including gold, in the depositories designated by the 5 members having the largest quotas and in such other designated depositories as the Fund may select. Initially, at least one-half of the holdings of the Fund shall be held in the depository designated by the member in whose territories the Fund has its principal office and at least 40 percent shall be held in the depositories designated by the remaining 4 members referred to above. However all transfers of gold by the Fund shall be made with due regard to the costs of transport and anticipated requirements of the Fund. In an emergency the Executive Directors may transfer all or any part of the Fund's gold holdings to any place where they can be adequately

**Section 3**  
**Guarantee of the Fund's assets**

Each member guarantees all assets of the Fund against loss resulting from failure or default on the part of the depository designated by it.

**ARTICLE XIV**  
**TRANSITIONAL PERIOD**

**Section 1**  
**Introduction**

The Fund is not intended to provide facilities for relief or reconstruction or to deal with international indebtedness arising out of the war.

**Section 2**  
**Exchange restrictions**

In the post-war transitional period members may, notwithstanding the provisions of any other Articles of this Agreement, maintain and adapt to changing circumstances (and, in the case of members whose territories have been occupied by the enemy, introduce where necessary) restrictions on payments and transfers for current international transactions. Members shall, however, have continuous regard in their foreign exchange policies to the purposes of the Fund; and, as soon as conditions permit, they shall take all possible measures to develop such commercial and financial arrangements with other members as will facilitate international payments and the maintenance of exchange stability. In particular, members shall withdraw restrictions maintained or imposed under this section as soon as they are satisfied that they will be able, in the absence of such restrictions, to settle their balance of payments in a manner which will not unduly encumber their access to the resources of the Fund.

**Section 3**  
**Notification to the Fund**

Each member shall notify the Fund before it becomes eligible under Article XX, section 4(c) or (d), to buy currency from the Fund, whether it intends to avail itself of the transitional arrangements in section 2 of this Article, or whether it is prepared to accept the obligations of Article VIII, sections 2, 3, and 4. A member availing itself of the transitional arrangements shall notify the Fund as soon thereafter as it is prepared to

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accept the above-mentioned obligations.

**Section 4**  
**Action of the Fund relating to restrictions**

Not later than 3 years after the date on which the Fund begins operations and in each year thereafter, the Fund shall report on the restrictions still in force under section 2 of this Article. Five years after the date on which the Fund begins operations, and in each year thereafter, any member still retaining any restrictions inconsistent with Article VIII, sections 2, 3, or 4, shall consult the Fund as to their further retention. The Fund may, if it deems such action necessary in exceptional circumstances, make representations to any member that conditions are favourable for the withdrawal of any particular restriction, or for the general abandonment of restrictions, inconsistent with the provision of any other Articles of this Agreement. The member shall be given a suitable time to reply to such representations. If the Fund finds that the member persists in maintaining restrictions which are inconsistent with the purposes of the Fund, the member shall be subject to Article XV, section 2(a).

**Section 5**  
**Nature of transitional period**

In its relations with members, the Fund shall recognise that the post-war transitional period will be one of change and adjustment and in making decisions on requests occasioned thereby which are presented by any member it shall give the member the benefit of any reasonable doubt.

**ARTICLE XV**  
**WITHDRAWAL FROM MEMBERSHIP**

**Section 1**  
**Right of members to withdraw**

Any member may withdraw from the Fund at any time by transmitting a notice in writing to the Fund at its principal office. Withdrawal shall become effective on the date such notice is received.

**Section 2**  
**Compulsory withdrawal:**

- (a) If a member fails to fulfil any of its obligations under this Agreement, the Fund may declare the member ineligible to use the resources of the Fund. Nothing in this section shall be deemed to limit the provisions of Article IV, section 6, Article V,



- section 5, or Article VI, section 1;
- (b) If, after the expiration of a reasonable period the member persists in its failure to fulfil any of its obligations under this Agreement, or a difference between a member and the Fund under Article IV, section 6, continues, that member may be required to withdraw from membership in the Fund by a decision of the Board of Governors carried by a majority of the governors representing a majority of the total voting power;
  - (c) Regulations shall be adopted to ensure that before action is taken against any member under (a) or (b) above, the member shall be informed in reasonable time of the complaint against it and given an adequate opportunity for stating its case, both orally and in writing.

### **Section 3**

#### **Settlement of accounts with members withdrawing**

When a member withdraws from the Fund, normal transactions of the fund in its currency shall cease and settlement of all accounts between it and the Fund shall be made with reasonable despatch by agreement between it and the Fund. If agreement is not reached promptly, the provisions of Schedule D shall apply to the settlement of account.

## **ARTICLE XVI**

### **EMERGENCY PROVISIONS**

#### **Section 1**

##### **Temporary suspension**

- (a) In the event of an emergency or the development of unforeseen circumstances threatening the operations of the Fund, the Executive Directors by unanimous vote may suspend for a period of not more than 120 days the operation of any of the following provisions:
  - (i) Article IV, sections 3 and 4(b);
  - (ii) Article V, sections 2, 3, 7, 8(a) and (f);
  - (iii) Article VI, section 2;
  - (iv) Article XI, section 1.
- (b) Simultaneously with any decision to suspend the operation of any of the foregoing provisions, the Executive Directors shall call a meeting of the Board of Governors for the earliest practicable date;
- (c) The Executive Directors may not extend any suspension beyond 120 days. Such suspension may be extended, however, for an additional period of not more than 240 days, if the Board of

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Governors by a four-fifths majority of the total voting power so decides, but it may not be further extended except by amendment of this Agreement pursuant to Article XVII;

- (d) The Executive Directors may, by a majority of the total voting power, terminate such suspension at any time.

**Section 2**  
**Liquidation of Fund:**

- (a) The Fund may not be liquidated except by decision of the Board of Governors. In an emergency, if the Executive Directors decide that liquidation of the Fund may be necessary, they may temporarily suspend all transactions, pending decision by the Board;
- (b) If the Board of Governors decides to liquidate the Fund, the Fund shall forthwith cease to engage in any activities except those incidental to the orderly collection and liquidation of its assets and the settlement of its liabilities, and all obligations of members under this Agreement shall cease except those set out in Article XVIII, paragraph (c), in Schedule D, paragraph 7, and in Schedule E;
- (c) Liquidation shall be administered in accordance with the provisions of Schedule E.

**ARTICLE XVII**  
**AMENDMENTS**

- (a) Any proposal to introduce modifications in this Agreement, whether emanating from a member, a governor or the Executive Directors, shall be communicated to the chairman of the Board of Governors who shall bring the proposal before the Board. If the proposed amendment is approved by the Board the Fund shall, by circular letter or telegram, ask all members whether they accept the proposed amendment. When three-fifths of the members having four-fifths of the total voting power, have accepted the proposed amendment, the Fund shall certify the fact by a formal communication addressed to all members;
- (b) Notwithstanding (a) above, acceptance by all members is required in the case of any amendment modifying:
- (i) The right to withdraw from the Fund (Article XV, section 1);
  - (ii) The provision that no change in a member's quota shall be made without its consent (Article III, section 2);
  - (iii) The provision that no change may be made in the par value of a member's currency except on the proposal of

- that member (Article IV, section 5(b)).
- (c) Amendments shall enter into force for all members 3 months after the date of the formal communication unless a shorter period is specified in the circular letter or telegram.

**ARTICLE XVIII**  
**INTERPRETATION**

- (a) Any question of interpretation of the provisions of this Agreement arising between any member and the Fund or between any members of the Fund shall be submitted to the Executive Directors for their decision. If the question particularly affects any member not entitled to appoint an executive director it shall be entitled to representation in accordance with Article XII, section 3(j);
- (b) In any case where the Executive Directors have given a decision under (a) above, any member may require, within 3 months from the date of the decision, that the question be referred to the Board of Governors, whose decision shall be final. Any question referred to the Board of Governors shall be considered by a Committee on Interpretation of the Board of Governors. Each Committee member shall have one vote. The Board of Governors shall establish the membership, procedures, and voting majorities of the Committee. A decision of the Committee shall be the decision of the Board of Governors unless the Board by an 85 percent majority of the total voting power decides otherwise. Pending the result of the reference to the Board the Fund may, so far as it deems necessary, act on the basis of the decision of the Executive Directors;
- (c) Whenever a disagreement arises between the Fund and a member which has withdrawn, or between the Fund and any member during liquidation of the Fund, such disagreement shall be submitted to arbitration by a tribunal of 3 arbitrators, one appointed by the Fund, another by the member or withdrawing member and an umpire who, unless the parties otherwise agree, shall be appointed by the President of the Permanent Court of International Justice or such other authority as may have been prescribed by regulation adopted by the Fund. The umpire shall have full power to settle all questions of procedure in any case where the parties are in disagreement with respect thereto.

**ARTICLE XIX**  
**EXPLANATION OF TERMS**

In interpreting the provisions of this Agreement the Fund and its members shall be guided by the following:

- (a) A member's monetary reserves means its official holdings of gold, of convertible currencies of other members, and of the currencies of such non-members as the Fund may specify;
- (b) The official holdings of a member means central holdings (that is, the holdings of its Treasury, central bank, stabilization fund, or similar fiscal agency);
- (c) The holdings of other official institutions or other banks within its territories may, in any particular case, be deemed by the Fund, after consultation with the member, to be official holdings to the extent that they are substantially in excess of working balances; provided that for the purpose of determining whether, in a particular case holdings are in excess of working balances, there shall be deducted from such holdings amounts of currency due to official institutions and banks in the territories of members or non-members specified under (d) below;
- (d) A member's holdings of convertible currencies means its holdings of the currencies of other members which are not availing themselves of the transitional arrangements under Article XIV, section 2, together with its holdings of the currencies of such non-members as the Fund may from time to time specify. The term "currency" for this purpose includes without limitation coins, paper money, bank balances, bank acceptances, and government obligations issued with a maturity not exceeding 12 months;
- (e) The sums deemed to be official holdings of other official institutions and other banks under (c) above shall be included in the member's monetary reserves;
- (f) The Fund's holdings of the currency of a member shall include any securities accepted by the Fund under Article III, section 5;
- (g) The fund, after consultation with a member which is availing itself of the transitional arrangements under Article XIV, section 2, may deem holdings of the currency of that member which carry specified rights of conversion into another currency or into gold to be holdings of convertible currency for the purpose of the calculation of monetary reserves;
- (h) For the purpose of calculating gold subscriptions under Article III, section 3, a member's net official holdings of gold and United States dollars shall consist of its official holdings of gold and United States currency after deducting central holdings of its currency by other countries and holdings of its currency by other official institutions and other banks if these holdings carry specified rights of conversion into gold or United States currency;

- (i) Payments for current transactions means payment which are not for the purpose of transferring capital, and includes without limitation:
- (1) All payments due in connection with foreign trade, other current business, including services, and normal short-term banking and credit facilities.
  - (2) Payments due as interest on loans and as net income from other investments.
  - (3) Payments of moderate amount for amortization of loans or for depreciation of direct investments.
  - (4) Moderate remittances for family living expenses.
- The Fund may, after consultation with the members concerned, determine whether certain specific transactions are to be considered current transactions or capital transactions.
- (j) Gold tranche purchase means a purchase by a member of the currency of another member in exchange for its own currency which does not cause the Fund's holdings of the member's currency to exceed 100 percent of its quota, provided that for the purposes of this definition the Fund may exclude purchases and holdings under policies on the use of its resources for compensatory financing of export fluctuations.

## **ARTICLE XX** **INAUGURAL PROVISIONS**

### **Section 1** **Entry into force**

This Agreement shall enter into force when it has been signed on behalf of governments having 65 percent of the total of the quotas set forth in Schedule A and when the instruments referred to in section 2(a) of this Article have been deposited on their behalf, but in no event shall this Agreement enter into force before May 1, 1945.

### **Section 2** **Signature:**

- (a) Each government on whose behalf this Agreement is signed shall deposit with the Government of the United States of America an instrument setting forth that it has accepted this Agreement in accordance with its law and has taken all steps necessary to enable it to carry out all of its obligations under this Agreement;
- (b) Each government shall become a member of the Fund as from the date of the deposit on its behalf of the instrument referred to in (a) above, except that no government shall become a member

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- before this agreement enters into force under section 1 of this Article;
- (c) The Government of the United States of America shall inform the Governments of all countries whose names are set forth in Schedule A, and all governments whose membership is approved in accordance with Article II, section 2, of all signatures of this Agreement and of the deposit of all instruments referred to in (a) above;
  - (d) At the time this Agreement is signed on its behalf, each government shall transmit to the Government of the United States of America one one-hundredth of one percent of its total subscription in gold or United States dollars for the purpose of meeting administrative expenses of the Fund. The Government of the United States of America shall hold such funds in a special deposit account and shall transmit them to the Board of Governors of the Fund when the initial meeting has been called under section 3 of this Article. If this Agreement has not come into force by December 31, 1945, the Government of the United States of America shall return such funds to the Governments that transmitted them;
  - (e) This Agreement shall remain open for signature at Washington on behalf of the governments of the countries whose names are set forth in Schedule A until December 31, 1945;
  - (f) After December 31, 1945, this Agreement shall be open for signature on behalf of the government of any country whose membership has been approved in accordance with Article II, section 2;
  - (g) By their signature of this Agreement, all governments accept it both on their own behalf and in respect of all their colonies, overseas territories, all territories under their protection, suzerainty, or authority and all territories in respect of which they exercise a mandate;
  - (h) In the case of governments whose metropolitan territories have been under enemy occupation, the deposit of the instrument referred to in (a) above may be delayed until 180 days after the date on which these territories have been liberated. If, however, it is not deposited by any such government before the expiration of this period the signature affixed on behalf of that government shall become void and the portion of its subscription paid under (d) above shall be returned to it;
  - (i) Paragraphs (d) and (h) shall come into force with regard to each signatory government as from the date of its signature.

**Section 3**  
**Inauguration of the Fund:**

- (a) As soon as this Agreement enters into force under section 1 of this Article, each member shall appoint a governor and the member having the largest quota shall call the first meeting of the Board of Governors;
- (b) At the first meeting of the Board of Governors, arrangements shall be made for the selection of provisional executive directors. The governments of the 5 countries for which the largest quotas are set forth in Schedule A shall appoint provisional executive directors. If one or more of such governments have not become members, the executive directorships they would be entitled to fill shall remain vacant until they become members, or until January 1, 1946, whichever is the earlier. Seven provisional executive directors shall be elected in accordance with the provisions of Schedule C and shall remain in office until the date of the first regular election of executive directors which shall be held as soon as practicable after January 1, 1946;
- (c) The Board of Governors may delegate to the provisional executive directors any powers except those which may not be delegated to the Executive Directors.

#### **Section 4**

##### **Initial determination of par values:**

- (a) When the Fund is of the opinion that it will shortly be in a position to begin exchange transactions, it shall so notify the members and shall request each member to communicate within 30 days the par value of its currency based on the rates of exchange prevailing on the sixtieth day before the entry into force of this Agreement. No member whose metropolitan territory has been occupied by the enemy shall be required to make such a communication while that territory is a theatre of major hostilities or for such period thereafter as the Fund may determine. When such a member communicates the par value of its currency the provisions of (d) below shall apply;
- (b) The par value communicated by a member whose metropolitan territory has not been occupied by the enemy shall be the par value of that member's currency for the purpose of this Agreement unless, within 90 days after the request referred to in (a) above has been received, (i) the member notifies the Fund that it regards the par value as unsatisfactory; or (ii) the Fund notifies the member that in its opinion the par value cannot be maintained without causing recourse to the Fund on the part of that member or others on a scale prejudicial to the Fund and to members. When notification is given under (i) or (ii) above, the Fund and

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- the member shall, within a period determined by the Fund in the light of all relevant circumstances, agree upon a suitable par value for that currency. If the Fund and the member do not agree within the period so determined, the member shall be deemed to have withdrawn from the Fund on the date when the period expires;
- (c) When the par value of a member's currency has been established under (b) above, either by the expiration of 90 days without notification, or by agreement after notification, the member shall be eligible to buy from the Fund the currencies of other members to the full extent permitted in this Agreement, provided that the Fund has begun exchange transactions;
- (d) In the case of a member whose metropolitan territory has been occupied by the enemy, the provisions of (b) above shall apply, subject to the following modifications:
- (i) The period of 90 days shall be extended so as to end on a date to be fixed by agreement between the Fund and the member;
  - (ii) Within the extended period the member may, if the Fund has begun exchange transactions, buy from the Fund with its currency the currencies of other members, but only under such conditions and in such amounts as may be prescribed by the Fund;
  - (iii) At any time before the date fixed under (i) above, changes may be made by agreement with the Fund in the par value communicated under (a) above.
- (e) If a member whose metropolitan territory has been occupied by the enemy adopts a new monetary unit before the date to be fixed under (d)(i) above, the par value fixed by that member for the new unit shall be communicated to the Fund and the provisions of (d) above shall apply;
- (f) Changes in par values agreed with the Fund under this section shall not be taken into account in determining whether a proposed change falls within (i), (ii) or (iii) of Article IV, section 5(c);
- (g) A member communicating to the Fund a par value for the currency of its metropolitan territory shall simultaneously communicate a value, in terms of that currency for each separate currency, where such exists, in the territories in respect of which it has accepted this Agreement under section 2(g) of this Article, but no member shall be required to make a communication for the separate currency of a territory which has been occupied by the enemy while that territory is a theatre of major hostilities or for such period thereafter as the Fund may determine. On the basis of the par value so communicated, the Fund shall compute



the par value of each separate currency. A communication or notification to the Fund under (a), (b) or (d) above regarding the par value of a currency, shall also be deemed, unless the contrary is stated, to be a communication or notification regarding the par value of all the separate currencies referred to above. Any member may, however, make a communication or notification relating to the metropolitan or any of the separate currencies alone. If the member does so, the provisions of the preceding paragraphs (including (d) above, if a territory where a separate currency exists has been occupied by the enemy) shall apply to each of these currencies separately;

- (h) The Fund shall begin exchange transactions at such date as it may determine after members having 65 percent of the total of the quotas set forth in Schedule A have become eligible, in accordance with the preceding paragraphs of this section, to purchase the currencies of other members, but in no event until after major hostilities in Europe have ceased;
- (i) The Fund may postpone exchange transactions with any member if its circumstances are such that, in the opinion of the "Fund, they would lead to use of the resources of the Fund in a manner contrary to the purposes of this Agreement or prejudicial to the Fund or the members;
- (j) The par values of the currencies of governments which indicate their desire to become members after December 31, 1945 shall be determined in accordance with the provisions of Article II, section 2.

**ARTICLE XXI**  
**SPECIAL DRAWING RIGHTS**

**Section 1**  
**Authority to allocate special drawing rights**

To meet the need, as and when it arises, for a supplement to existing reserve assets, the Fund is authorised to allocate special drawing rights to members that are participants in the Special Drawing Account.

**Section 2**  
**Unit of value**

The unit of value of special drawing rights shall be equivalent to 0.888671 gram of fine gold.

**ARTICLE XXII**

**GENERAL ACCOUNT AND SPECIAL DRAWING  
ACCOUNT****Section 1****Separation of operation and transactions**

All operations and transactions involving special drawing rights shall be conducted through the Special Drawing Account. All other operations and transactions of the Fund authorised by or under this Agreement shall be conducted through the General Account. Operations and transactions pursuant to Article XXIII, section 2, shall be conducted through the General Account as well as the Special Drawing Account.

**Section 2****Separation of assets and property**

All assets and property of the Fund shall be held in the General Account, except that assets and property acquired under Article XXVI, section 2, and Articles XXX and XXXI and Schedules H and I shall be held in the Special Drawing Account. Any assets or property held in one Account shall not be available to discharge or meet the liabilities, obligations, or losses of the Fund incurred in the conduct of the operations and transactions of the other Account, except that the expenses of conducting the business of the Special Drawing Account shall be paid by the Fund from the General Account which shall be reimbursed from time to time by assessments under Article XXVI section 4, made on the basis of a reasonable estimate of such expenses.

**Section 3****Recording and information**

All changes in holdings of special drawing rights shall take effect only when recorded by the Fund in the Special Drawing Account. Participants shall notify the Fund of the provisions of this Agreement under which special drawing rights are used. The Fund may require participants to furnish it with such other information as it deems necessary for its functions.

**ARTICLE XXIII****PARTICIPANTS AND OTHER HOLDER OF  
SPECIAL DRAWING RIGHTS****Section 1****Participants**

Each member of the Fund that deposits with the Fund an instrument setting forth that it undertakes all the obligations of a participant in the Special Drawing Account in accordance with its law and that it has taken all steps necessary to enable it to carry out all of these obligations shall become a participant in the Special Drawing Account as of the date the instrument is deposited, except that no member shall become a participant before Articles XXI through XXXII and Schedules F through I have entered into force and instruments have been deposited under this section by members that have at least 75 percent of the total of quotas.

**Section 2**

**General Account as a holder**

The Fund may accept and hold special drawing rights in the General Account and use them in accordance with the provisions of this Agreement.

**Section 3**

**Other holders**

The Fund by an 85 percent majority of the total voting power may prescribe:

- (i) As holders, non-members, members that are non-participants, and institutions that perform functions of a central bank for more than one member;
- (ii) The terms and conditions on which these holders may be permitted to accept, hold, and use special drawing rights, in operations and transactions with participants; and
- (iii) The terms and conditions on which participants may enter into operations and transactions with these holders.

The terms and conditions prescribed by the Fund for the use of special drawing rights by prescribed holders and by participants in operations and transactions with them shall be consistent with the provisions of this Agreement.

**ARTICLE XXIV**

**ALLOCATION AND CANCELLATION OF  
SPECIAL DRAWING RIGHTS**

**Section 1**

**Principles and considerations governing  
allocation and cancellation:**

- (a) In all its decisions with respect to the allocation and cancellation of special drawing rights the Fund shall seek to meet the long-

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- term global need, as and when it arises, to supplement existing reserve assets in such manner as will promote the attainment of its purpose and will avoid economic stagnation and deflation as well as excess demand and inflation in the world;
- (b) The first decision to allocate special drawing rights shall take into account, as special considerations, a collective judgment that there is a global need to supplement reserves, and the attainment of a better balance of payments equilibrium, as well as the likelihood of a better working of the adjustment process in the future.

**Section 2**  
**Allocation and cancellation:**

- (a) Decisions of the Fund to allocate or cancel special drawing rights shall be made for basic periods which shall run consecutively and shall be 5 years in duration. The first basic period shall begin on the date of the first decision to allocate special drawing rights or such later date as may be specified in that decision. Any allocations or cancellations shall take place at yearly intervals;
- (b) The rates at which allocations are to be made shall be expressed as percentages of quotas on the date of each decision to allocate. The rates at which special drawing rights are to be cancelled shall be expressed as percentages of net cumulative allocations of special drawing rights on the date of each decision to cancel. The percentages shall be the same for all participants;
- (c) In its decision for any basic period the Fund may provide, notwithstanding (a) and (b) above, that:
- (i) The duration of the basic period shall be other than 5 years; or
  - (ii) The allocations or cancellations shall take place at other than yearly intervals; or
  - (iii) The basis for allocations or cancellations shall be the quotas or net cumulative allocations on dates other than the dates of decisions to allocate or cancel.
- (d) A member that becomes a participant after a basic period starts shall receive allocations beginning with the next basic period in which allocations are made after it becomes a participant unless the fund decides that the new participant shall start to receive allocations beginning with the next allocation after it becomes a participant. If the Fund decides that a member that becomes a participant during a basic period shall receive allocations during the remainder of that basic period and the participant was not a member on the dates established under (b) or (c) above, the Fund shall determine the basis on which these allocations to the

- participant shall be made;
- (e) A participant shall receive allocations of special drawing rights made pursuant to any decision to allocate unless:
    - (i) The governor for the participant did not vote in favour of the decision; and
    - (ii) The participant has notified the Fund in writing prior to the first allocation of special drawing rights under that decision that it does not wish special drawing rights to be allocated to it under the decision. On the request of a participant, the Fund may decide to terminate the effect of the notice with respect to allocations of special drawing rights subsequent to the termination.
  - (f) If on the effective date of any cancellation the amount of special drawing rights held by a participant is less than its share of the special drawing rights that are to be cancelled, the participant shall eliminate its negative balance as promptly as its gross reserve position permits and shall remain in consultation with the Fund for this purpose. Special drawing rights acquired by the participant after the effective date of the cancellation shall be applied against its negative balance and cancelled.

### **Section 3** **Unexpected major developments**

The Fund may change the rates or intervals of allocation or cancellation during the rest of a basic period or change the length of a basic period or start a new basic period, if at any time the Fund finds it desirable to do so because of unexpected major developments.

### **Section 4** **Decisions on allocations and cancellations:**

- (a) Decisions under section 2(a), (b), and (c) or section (3) of this Article shall be made by the Board of Governors on the basis of proposals of the Managing Director concurred in by the Executive Directors;
- (b) Before making any proposal the Managing Director, after having satisfied himself that it will be consistent with the provisions of section 1(a) of this Article, shall conduct such consultations as will enable him to ascertain that there is broad support among participants for the proposal. In addition, before making a proposal for the first allocation, the Managing director shall satisfy himself that the provisions of section 1(b) of this Article have been met and that there is broad support among participants to begin allocations; he shall make a proposal for the first allocation as soon after the establishment of the Special Drawing

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Account as he is so satisfied;

- (c) The Managing Director shall make proposals:
- (i) Not later than 6 months before the end of each basic period;
  - (ii) If no decision has been taken with respect to allocation or cancellation for a basic period, whenever he is satisfied that the provisions of (b) above have been met;
  - (iii) When, in accordance with section 3 of this Article, he considers that it would be desirable to change the rate or intervals of allocation or cancellation or change the length of a basic period or start a new basic period; or
  - (iv) Within 6 months of a request by the Board of Governors or the Executive Directors,

**PROVIDED THAT**, if under (i), (iii), or (iv) above the Managing Director ascertains that there is no proposal which he considers to be consistent with the provisions of section 1 of this Article that has broad support among participants in accordance with (b) above, he shall report to the Board of Governors and to the Executive Directors.

- (d) A majority of 85 percent of the total voting power shall be required for decisions under section 2(a), (b) and (c) or section 3 of this Article except for decisions under section 3 with respect to a decrease in the rates of allocation.

**ARTICLE XXV**  
**OPERATIONS AND TRANSACTIONS IN SPECIAL  
DRAWING RIGHTS**

**Section 1**  
**Use of special drawing rights**

Special drawing rights may be used in the operations and transactions authorised by or under this Agreement.

**Section 2**  
**Transactions between participants:**

- (a) A participant shall be entitled to use its special drawing rights to obtain an equivalent amount of currency from a participant designated under section 5 of this Article;
- (b) A participant, in agreement with another participant, may use its special drawing rights:
  - (i) To obtain an equivalent amount of its own currency held by the other participant; or
  - (ii) To obtain an equivalent amount of currency from the other participant in any transactions, prescribed

by the Fund, that would promote reconstitution by the other participant under section 6(a) of this Article; prevent or reduce negative balance of the other participant offset the effect of a failure by the other participant to fulfil the expectation in section 3(a) of this article or bring the holdings of special drawing rights by both participants closer to their net cumulative allocations. The Fund by an 85 percent majority of the total voting power may prescribe additional transactions or categories of transactions under this provision. Any transactions or categories of transaction prescribed by the Fund under this subsection (b)(ii) shall be consistent with the other provisions of this Agreement and with the proper use of special drawing rights in accordance with this Agreement;

- (c) A participant that provides currency to a participant using special drawing rights shall receive an equivalent amount of special drawing rights.

**Section 3**  
**Requirement of need:**

- (a) In transactions under section 2 of this Article, except as otherwise provided in (c) below, a participant will be expected to use its special drawing rights only to meet balance of payments needs or in the light of developments in its official holdings of gold, foreign exchange, and special drawing rights, and its reserve position in the Fund, and not for the sole purpose of changing the composition of the foregoing as between special drawing rights and the total of gold, foreign exchange, and reserve position in the Fund;
- (b) The use of special drawing rights shall not be subject to challenge on the basis of the expectation in (a) above, but the Fund may make representations to a participant that fails to fulfil this expectation. A participant that persists in failing to fulfil this expectation shall be subject to Article XXIX, section 2(b);
- (c) Participants may use special drawing rights without fulfilling the expectation in (a) above to obtain an equivalent amount of currency from another participant in any transactions, prescribed by the Fund, that would promote reconstitution by the other participant under section 6(a) of this Article; prevent or reduce a negative balance of the other participant; offset the effect of a failure by the other participant to fulfil the expectation in (a) above; or bring the holdings of special drawing rights by both participants closer to their net cumulative allocations.

**Section 4****Obligation to provide currency**

A participant designated by the Fund under section 5 of this Article shall provide on demand currency convertible in fact to a participant using special drawing rights under section 2(a) of this Article. A participant's obligation to provide currency shall not extend beyond the point at which its holdings of special drawing rights in excess of its net cumulative allocation are equal to twice its net cumulative allocation or such higher limit as may be agreed between a participant and the Fund. A participant may provide currency in excess of the obligatory limit or any agreed higher limit.

**Section 5****Designation of participants to provide currency:**

- (a) The Fund shall ensure that a participant will be able to use its special drawing rights by designating participants to provide currency for specified amounts of special drawing rights for the purposes of sections 2(a) and 4 of this Article. Designations shall be made in accordance with the following general principles supplemented by such other principles as the Fund may adopt from time to time:
  - (i) A participant shall be subject to designation if its balance of payments and gross reserve position is sufficiently strong, but this will not preclude the possibility that a participant with a strong reserve position will be designated even though it has a moderate balance for payments deficit. Participants shall be designated in such manner as will promote over time a balance distribution of holdings of special drawing rights among them;
  - (ii) Participants shall be subject to designation in order to promote reconstitution under section 6(a) of this Article; to reduce negative balances in holdings of special drawing rights; or to offset the effect of failures to fulfil the expectation in section 3(a) of this Article;
  - (iii) In designating participants the fund normally shall give priority to those that need to acquire special drawing rights to meet the objectives of designation under (ii) above.
- (b) In order to promote over time a balanced distribution of holdings of special drawing rights under (a)(i) above, the Fund shall apply the rules for designation in Schedule F or such rules as may be adopted under (c) below;



- (c) The rules for designation shall be reviewed before the end of the first and each subsequent basic period and the Fund may adopt new rules as the result of a review. Unless new rules are adopted, the rules in force at the time of the review shall continue to apply.

**Section 6**  
**Reconstitution**

- (a) Participants that use their special drawing rights shall reconstitute their holdings of them in accordance with the rules for reconstitution in Schedule G or such rules as may be adopted under (b) below;
- (b) The rules for reconstitution shall be reviewed before the end of the first and each subsequent basic period and new rules shall be adopted if necessary. Unless new rules are adopted or a decision is made to abrogate rules for reconstitution, the rules in force at the time of the review shall continue to apply. An 85 percent majority of the total voting power shall be required for decisions to adopt, modify, or abrogate the rules for reconstitution.

**Section 7**

**Operations and transaction through the General Account:**

- (a) Special drawing rights shall be included in a member's monetary reserves under Article XIX for the purposes of Article III, section 4(a), Article V, section 7(b) and (c), Article V, section 8(f), and Schedule B, paragraph 1. The Fund may decide that in calculating monetary reserves and the increase in monetary reserves during any year for the purpose of Article V, section 7(b) and (c), no account shall be taken of any increase or decrease in those monetary reserves which is due to allocations or cancellations of special drawing rights during the year;
- (b) The Fund shall accept special drawing rights:
  - (i) In repurchases accruing in special drawing rights under Article V, section 7 (b); and
  - (ii) In reimbursement pursuant to Article XXVI, section 4.
- (c) The Fund may accept special drawing rights to the extent it may decide:
  - (i) In payment of charges; and
  - (ii) In repurchases other than those under Article V, section 7(b), in proportions which, as far as feasible, shall be the same for all members.
- (d) The Fund, if it deems such action appropriate to replenish its holdings of a participant's currency and after consultation with that participant on alternative ways of replenishment under

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- Article VII, section 2, may require that participant to provide its currency for special drawing rights held in the General Account subject to section 4 of this Article. In replenishing with special drawing rights, the Fund shall pay due regard to the principles of designation under section 5 of this Article;
- (e) To the extent that a participant may receive special drawing rights in a transaction prescribed by the Fund to promote reconstitution by it under section 6(a) of this Article, prevent or reduce a negative balance, or offset the effect of a failure by it to fulfil the expectation in section 3(a) of this Article, the Fund may provide the participant with special drawing rights held in the General Account for gold or currency acceptable to the Fund;
  - (f) In any of the other operations and transactions of the Fund with a participant conducted through the General Account the fund may use special drawing rights by agreement with the participant;
  - (g) The Fund may levy reasonable charges uniform for all participants in connection with operations and transactions under this section.

**Section 8**  
**Exchange rates:**

- (a) The exchange rates for operations or transactions between participants shall be such that a participant using special drawing rights shall receive the same value whatever currencies might be provided and whichever participants provide those currencies, and the Fund shall adopt regulations to give effect to this principle;
- (b) The Fund shall consult a participant on the procedure for determining rates of exchange for its currency;
- (c) For the purpose of this provision the term participant includes a terminating participant.

**ARTICLE XXVI**  
**SPECIAL DRAWING ACCOUNT INTEREST**  
**AND CHARGES****Section 1**  
**Interest**

Interest at the same rate for all holders shall be paid by the Fund to each holder on the amount of its holdings of special drawing rights. The Fund shall pay the amount due to each holder whether or not sufficient charges are received to meet the payment of interest.

**Section 2**  
**Charges**

Charges at the same rate for all participants shall be paid to the Fund by each participant on the amount of its net cumulative allocation of special drawing rights plus any negative balance of the participant or unpaid charges.

**Section 3**  
**Rate of interest and charges**

The rate of interest shall be equal to the rate of charges and shall be one and one-half percent per annum. The Fund in its discretion may increase or reduce this rate, but the rate shall not be greater than 2 percent or the rate of remuneration decided under Article V, section 9, whichever is higher, or smaller than one percent or the rate of remuneration decided under Article V, section 9, whichever is lower.

**Section 4**  
**Assessments**

When it is decided under Article XXII, section 2, that reimbursement shall be made, the Fund shall levy assessments for this purpose at the same rate for all participants on their net cumulative allocations.

**Section 5**  
**Payment of interest, charges, and assessment**

Interest, charges, and assessments shall be paid in special drawing rights. A participant that needs special drawing rights to pay any charge or assessment shall be obligated and entitled to obtain them, at its option for gold or currency acceptable to the Fund, in a transaction with the Fund conducted through the General Account. If sufficient special drawing rights cannot be obtained in this way, the participant shall be obligated and entitled to obtain them with currency convertible in fact from a participant which the Fund shall specify. Special drawing rights acquired by a participant after the date for payment shall be applied against its unpaid charges and cancelled.

**ARTICLE XXVII**  
**ADMINISTRATION OF THE GENERAL ACCOUNT**  
**AND THE SPECIAL DRAWING ACCOUNT**

- (a) The General Account and the Special Drawing Account shall be

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administered in accordance with the provisions of Article XII, subject to the following:

(i) The Board of Governors may delegate to the Executive Directors authority to exercise any powers of the Board with respect to special drawing rights except those under Article XXIII, section 3, Article XXIV, section 2(a), (b), and (c), and section 3, the penultimate sentence of Article XXV, section 2(b), Article XXV, section 6(b), and Article XXXI (a);

(ii) For meetings of or decisions by the Board of Governors on matters pertaining exclusively to the Special Drawing Account only requests by or the presence and the votes of governors appointed by members that are participants shall be counted for the purpose of calling meetings and determining whether a quorum exists or whether a decision is made by the required majority;

(iii) For decisions by the Executive Directors on matters pertaining exclusively to the Special Drawing Account only directors appointed or elected by at least one member that is a participant shall be entitled to vote. Each of these directors shall be entitled to cast the number of votes allotted to the member which is a participant that appointed him or to the members that are participants whose votes counted towards his election. Only the presence of directors appointed or elected by members that are participants and the votes allotted to members that are participants shall be counted for the purpose of determining whether a quorum exists or whether a decision is made by the required majority;

(iv) Questions of the general administration of the Fund, including reimbursement under Article XXII, section 2, and any question whether a matter pertains to both Accounts or exclusively to the Special Drawing Account shall be decided as if they pertained exclusively to the General Account. Decisions with respect to the acceptance and holding of special drawing rights in the General Account and the use of them, and other decisions affecting the operations and transactions conducted through both the General Account and the Special Drawing Account shall be made by the majorities required for decisions on matters pertaining exclusively to each Account. A decision on a matter pertaining to the Special Drawing Account shall so indicate.

- (b) In addition to the privileges and immunities that are accorded under Article IX of this Agreement, no tax of any kind shall be levied on special drawing rights or on operations or transactions in special drawing rights;
- (c) A question of interpretation of the provisions of this Agreement on matters pertaining exclusively to the Special Drawing Account shall be submitted to the Executive Directors pursuant to Article XVIII (a) only on the request of a participant. In any case where the Executive Directors have given a decision on a question of interpretation pertaining exclusively to the Special Drawing Account only a participant may require that the question be referred to the Board of Governors under Article XVIII (b). The board of Governors shall decide whether a governor appointed by a member that is not a participant shall be entitled to vote in the Committee on Interpretation on questions pertaining exclusively to the Special Drawing Account;
- (d) Whenever a disagreement arises between the Fund and a participant that has terminated its participation in the Special Drawing Account or between the Fund and any participant during the liquidation of the Special Drawing Account with respect to any matter arising exclusively from participation in the Special Drawing Account, the disagreement shall be submitted to arbitration in accordance with the procedures in Article XVIII (c).

### **ARTICLE XXVIII**

#### **GENERAL OBLIGATIONS OF PARTICIPANTS**

In addition to the obligations assumed with respect to special drawing rights under other Articles of this Agreement, each participant undertakes to collaborate with the Fund and with other participants in order to facilitate the effective functioning of the Special Drawing Account and the proper use of special drawing rights in accordance with this Agreement.

### **ARTICLE XXIX**

#### **SUSPENSION OF TRANSACTIONS IN SPECIAL DRAWING RIGHTS**

##### **Section 1**

##### **Emergency provision**

In the event of an emergency or the development of unforeseen circumstances threatening the operations of the Fund with respect to the

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Special Drawing Account, the Executive Directors by unanimous vote may suspend for a period of not more than 120 days the operation of any of the provisions relating to special drawing rights, and the provisions of Article XVI, section 1(b), (c) and (d), shall then apply.

**Section 2**

**Failure to fulfil obligations:**

- (a) If the Fund finds that a participant has failed to fulfill its obligations under Article XXV, section 4, the right of the participant to use its special drawing rights shall be suspended unless the fund otherwise determines;
- (b) If the Fund finds that a participant has failed to fulfill any other obligation with respect to special drawing rights, the fund may suspend the right of the participant to use special drawing rights it acquires after the suspension;
- (c) Regulations shall be adopted to ensure that before action is taken against any participant under (a) or (b) above, the participant shall be informed immediately of the complaint against it and given an adequate opportunity for stating its case, both orally and in writing. Whenever the participant is thus informed of a complaint relating to (a) above, it shall not use special drawing rights pending the disposition of the complaint;
- (d) Suspension under (a) or (b) above or limitation under (c) above shall not affect a participant's obligation to provide currency in accordance with Article XXV, section 4;
- (e) The Fund may at any time terminate a suspension under (a) or (b) above, provided that suspension imposed on a participant under (b) above for failure to fulfill the obligation under Article XXV, section 6(a), shall not be terminated until 180 days after the end of the first calendar quarter during which the participant complies with the rules for reconstitution;
- (f) The right of a participant to use its special drawing rights shall not be suspended because it has become ineligible to use the Fund's resources under Article IV, section 6, Article V, section 5, Article VI, section 1, or Article XV, section 2(a). Article XV, section 2, shall not apply because a participant has failed to fulfill any obligations with respect to special drawing rights.

**ARTICLE XXX**

**TERMINATION OF PARTICIPATION**

**Section 1**

**Rights to terminate participant:**

- (a) Any participant may terminate its participation in the Special Drawing Account at any time by transmitting a notice in writing to the Fund at its principal office. Termination shall become effective on the date the notice is received;
- (b) A participant that withdraws from membership in the Fund shall be deemed to have simultaneously terminated its participation in the Special Drawing Account.

**Section 2**  
**Settlement on termination:**

- (a) When a participant terminates its participation in the Special Drawing Account, all operations and transactions by the terminating participant in special drawing rights shall cease except as otherwise permitted under an agreement made pursuant to (c) below in order to facilitate a settlement or as provided in sections 3, 5, and 6 of this Article or in Schedule H. Interest and charges that accrued to the date of termination and assessments levied before that date but not paid shall be paid in special drawing rights;
- (b) The Fund shall be obligated to redeem all special drawing rights held by the terminating participant, and the terminating participant shall be obligated to pay to the Fund an amount equal to its net cumulative allocation and any other amounts that may be due and payable because of its participation in the Special Drawing Account. These obligations shall be set off against each other and the amount of special drawing rights held by the terminating participant that is used in the setoff to extinguish its obligation to the Fund shall be cancelled;
- (c) A settlement shall be made with reasonable dispatch by agreement between the terminating participant and the Fund with respect to any obligation of the terminating participant or the Fund after the setoff in (b) above. If agreement on a settlement is not reached promptly the provisions of Schedule H shall apply.

**Section 3**  
**Interest and charges**

After the date of termination the Fund shall pay interest on any outstanding balance of special drawing rights held by a terminating participant and the terminating participant shall pay charges on any outstanding obligation owed to the Fund at the times and rates prescribed under Article XXVI. Payment shall be made in special drawing rights. A terminating participant shall be entitled to obtain special drawing rights with currency convertible in fact to pay charges or assessments in a transaction with a participant specified by the Fund or by agreement from

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any other holder, or to dispose of special drawing rights received as interest in a transaction with any participant designated under Article XXV, section 5, or by agreement with any other holder.

**Section 4**  
**Settlement of obligation to the Fund**

Gold or currency received by the Fund from a terminating participant shall be used by the Fund to redeem special drawing rights held by participants in proportion to the amount by which each participant's holdings of special drawing rights exceed its net cumulative allocation at the time the gold or currency is received by the Fund. Special drawing rights so redeemed and special drawing rights obtain by a terminating participant under the provisions of this Agreement to meet any instalment due under an agreement on settlement or under Schedule H and set off against that instalment shall be cancelled.

**Section 5**  
**Settlement of obligation to a terminating participant**

Whenever the Fund is required to redeem special drawing rights held by a terminating participant, redemption shall be made with currency or gold provided by participants specified by the Fund. These participants shall be specified in accordance with the principles in Article XXV, section 5. Each specified participant shall provide at its option the currency of the terminating participant or currency convertible in fact or gold to the Fund and shall receive an equivalent amount of special drawing rights. However, a terminating participant may use its special drawing rights to obtain its own currency, currency convertible in fact, or gold from any holder, if the Fund so permits.

**Section 6**  
**General Account transaction**

In order to facilitate settlement with a terminating participant the fund may decide that a terminating participant shall:

- (i) Use any special drawing rights held by it after the set off in section 2(b) of this Article, when they are to be redeemed, in a transaction with the Fund conducted through the General Account to obtain its own currency or currency convertible in fact at the option of the Fund; or
- (ii) Obtain special drawing rights in a transaction with the Fund conducted through the General Account for a currency acceptable to the Fund or gold to meet any charges or instalment due under an agreement or the provision of Schedule H.



**ARTICLE XXXI**

**LIQUIDATION OF THE SPECIAL DRAWING ACCOUNT**

- (a) The Special Drawing Account may not be liquidated except by decision of the Board of Governors. In an emergency, if the Executive Directors decide that liquidation of the special Drawing Account may be necessary, they may temporarily suspend allocations or cancellations and all transactions in special drawing rights pending decision by the Board. A decision by the Board of Governors to liquidate the Fund shall be a decision to liquidate both the General Account and the Special Drawing Account;
- (b) If the Board of Governors decides to liquidate the Special Drawing Account, all allocations or cancellations and all operations and transactions in special drawing rights and the activities of the Fund with respect to the Special Drawing Account shall cease except those incidental to the orderly discharge of the obligations of participants and of the Fund with respect to special drawing rights, and all obligations of the Fund and of participants under this Agreement with respect to special drawing rights shall cease except those set out in this Article, Article XVIII (c), Article XXVI, Article XXVII (d), Article XXX and Schedule H, or any agreement reached under Article XXX subject to paragraph 4 of Schedule H, Article XXXII, and Schedule I;
- (c) Upon liquidation of the Special Drawing Account, interest and charges that accrued to the date of liquidation and assessments levied before that date but not paid shall be paid in special drawing rights. The Fund shall be obligated to redeem all special drawing rights held by holders and each participant shall be obligated to pay the Fund an amount equal to its net cumulative allocation of special drawing rights and such other amounts as may be due and payable because of its participation in the Special Drawing Account;
- (d) Liquidation of the Special Drawing Account shall be administered in accordance with the provisions of Schedule I.

**ARTICLE XXXII**

**EXPLANATION OF TERMS WITH RESPECT  
TO SPECIAL DRAWING RIGHTS**

In interpreting the provisions of this Agreement with respect to special drawing rights the Fund and its members shall be guided by the following:

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- (a) Net cumulative allocation of special drawing rights means the total amount of special drawing rights allocated to a participant less its share of special drawing rights that have been cancelled under Article XXIV, section 2(a);
- (b) Currency convertible in fact means:
- (1) A participant's currency for which a procedure exists for the conversion of balances of the currency obtained in transactions involving special drawing rights into each other currency for which such procedure exists, at rates of exchange prescribed under Article XXV, section 8, and which is the currency of a participant that:
- (i) Has accepted the obligations of Article VIII, sections 2, 3, and 4; or
- (ii) For the settlement of international transactions in fact freely buys and sells gold within the limits prescribed by the Fund under section 2 of Article IV; or
- (2) Currency convertible into a currency described in paragraph (1) above at rates of exchange prescribed under Article XXV, section 8.
- (c) A participant's reserve position in the fund means the sum of the gold tranche purchases it could make and the amount of any indebtedness of the Fund which is readily repayable to the participant under a loan agreement.

Done at Washington, in a single copy which shall remain deposited in the archives of the Government of the United States of America, which shall transmit certified copies to all governments whose names are set forth in Schedule A and to all government whose membership is approved in accordance with Article II, section 2.

**SCHEDULE A**

**QUOTAS**

**(In millions of United States dollars)**

Australia	200	Iran	2
			5
Belgium	225	Iraq	8
			5
Bolivia	10	Liberia	5
			5
Brazil	150	Luxembourg	1
			0
Canada	300	Mexico	

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			9
			0
Chile	50	Netherlands	2
			7
			5
China	550	New Zealand	5
			0
Colombia	50	Nicaragua	2
			2
Costa Rica	5	Norway	5
			0
Cuba	50	Panama	5
Czechoslovakia	125	Paraguay	2
			2
Denmark *	*	Peru	2
			5
Dominican Republic	5	Philippine Commonwealth	1
Ecuador	5	Poland	5
			1
			2
			5
Egypt	45	Union of South Africa	1
			0
			0
El Salvador	2..5	Union of Soviet Socialist Republics	1
			2
			0
			0
Ethiopia	6	United Kingdom	1
			3
			0
			0
France	450	United States	2
			7
			5
			0
Greece	40	Uruguay	1
			5

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Guatemala	5	Venezuela	1
			5
Haiti	5	Yugoslavia	6
			0
Honduras	2.5		
Iceland	1		
India	400		

## **SCHEDULE B**

### **PROVISIONS WITH RESPECT TO REPURCHASE BY A MEMBER OF ITS CURRENCY HELD BY THE FUND**

**1.** In determining the extent to which repurchase of a member's currency from the Fund under Article V, section 7(b), shall be made with each convertible currency and each of the other types of monetary reserve, the following rule, subject to 2 below, shall apply:

- (a) If the member's monetary reserves have not increased during the year, the amount payable to the Fund shall be distributed among all types of reserves in proportion to the member's holdings thereof at the end of the year;
- (b) If the member's monetary reserves have increased during the year, a part of the amount payable to the Fund equal to one-half of the increase, minus one-half of any decrease in the fund's holdings of the member's currency that has occurred during the year, shall be distributed among those types of reserves which have increased in proportion to the amount by which each of them has increased. The remainder of the sum payable to the Fund shall be distributed among all types of reserves in proportion to the member's remaining holdings thereof;
- (c) If after the repurchases required under Article V, section 7(b), had been made, the result would exceed either of the limits specified in Article V, section 7(c)(i) or (ii), the Fund shall require such repurchases to be made by the member proportionately in such manner that those limits will not be exceeded;
- (d) If after all the repurchases required under Article V, section 7(b), had been made, the result would exceed the limit specified in Article V, section 7(c)(iii), the amount by which the limit would be exceeded shall be discharged in convertible currencies as determined by the Fund without exceeding that limit;
- (e) If a repurchase required under Article V, section 7(b), would

exceed the limit specified in Article V, section 7(c)(iv), the amount by which the limit would be exceeded shall be repurchased at the end of the subsequent financial year or years in such a way that total repurchases under Article V, section 7(b), in any year would not exceed the limit specified in Article V, section 7(c)(iv).

- 2.(a) The Fund shall not acquire the currency of any non-member under Article V, section 7(b) and (c);
- (b) Any amount payable in the currency of a non-member under 1(a) or 1(b) above shall be paid in the convertible currencies of members as determined by the Fund.

3. In calculating monetary reserves and the increase in monetary reserves during any year for the purpose of Article V, section 7(b) and (c), no account shall be taken unless deductions have otherwise been made by the member for such holdings, of any increase in those monetary reserves which is due to currency previously inconvertible having become convertible during the year; or to holdings which are the proceeds of a long-term or medium-term loan contracted during the year; or to holdings which have been transferred or set aside for repayment of a loan during the subsequent year.

4. In the case of members whose metropolitan territories have been occupied by the enemy, gold newly produced during the 5 years after the entry into force of this Agreement from mines located within their metropolitan territories shall not be included in computations of their monetary reserves or of increases in their monetary reserves.

5. In calculating monetary reserves and the increase in monetary reserves during any year for the purpose of Article V, section 7(b) and (c), the Fund may decide in its discretion, on the request of a member, that deductions shall be made for obligations outstanding as the result of transactions between members under a reciprocal facility by which a member agrees to exchange on demand its currency for the currency of the other member up to a maximum amount and on terms requiring that such transaction be reversed within a specified period not in excess of 9 months.

6. In calculating monetary reserves and the increase in monetary reserves for the purpose of Article V, section 7(b) and (c), Article XIX (e) shall apply except that the following provision shall apply at the end of a financial year if it was in effect at the beginning of that year:

"A member's monetary reserves shall be calculated

by deducting from its central holdings the currency liabilities to the Treasuries, central banks, stabilization funds, or similar fiscal agencies of other members or non-members specified under (d) above, together with similar liabilities to other official institutions and other banks in the territories of members, or non-members specified under (d) above. To these net holdings shall be added the sums deemed to be official holdings of other official institutions and other banks under (c) above."

## **SCHEDULE C**

### **ELECTION OF EXECUTIVE DIRECTORS**

**1.** The election of the elective executive directors shall be by ballot of the governors eligible to vote under Article XII, section 3(b)(iii) and (iv).

**2.** In balloting for the 5 directors to be elected under Article XII, section 3(b)(iii), each of the governors eligible to vote shall cast for one person all of the votes to which he is entitled under Article XII, section 5(a). The 5 persons receiving the greatest number of votes shall be directors, provided that no person who received less than 19 percent of the total number of votes that can be cast (eligible votes) shall be considered elected.

**3.** When 5 persons are not elected in the first ballot a second ballot shall be held in which the person who received the lowest number of votes shall be ineligible for election and in which there shall vote only (a) those governors who voted in the first ballot for a person not elected, and (b) those governors whose votes for a person elected are deemed under 4 below to have raised the votes cast for that person above 20 percent of the eligible votes.

**4.** In determining whether the votes cast by a governor are to be deemed to have raised the total of any person above 20 percent of the eligible votes the 20 percent shall be deemed to include, first, the votes of the governor casting the largest number of votes for such person, then the votes of the governor casting the next largest number, and so on until 20 percent is reached.

**5.** Any governor part of whose votes must be counted in order to raise the total of any person above 19 percent shall be considered as casting all of his votes for such person even if the total votes for such

person thereby exceed 20 percent.

6. If, after the second ballot, 5 persons have not been elected, further ballots shall be held on the same principles until 5 persons have been elected, provided that after 4 persons are elected, the fifth may be elected by a simple majority of the remaining votes and shall be deemed to have been elected by all such votes.

7. The directors to be elected by the American Republics under Article XII, section 3(b)(iv) shall be elected as follows:

- (a) Each of the directors shall be elected separately;
- (b) In the election of the first directors, each governor representing an American Republic eligible to participate in the election shall cast for one person all the votes to which he is entitled. The person receiving the largest number of votes shall be elected provided that he has received not less than 45 percent of the total votes;
- (c) If no person is elected on the first ballot, further ballots shall be held, in each of which the person receiving the lowest number of votes shall be eliminated, until one person receives a number of votes sufficient for election under (b) above;
- (d) Governors whose votes contributed to the election of the first director shall take no part in the election of the second director;
- (e) Persons who did not succeed in the first election shall not be ineligible for election as the second director;
- (f) A majority of the votes which can be cast shall be required for election of the second director. If at the first ballot no person receives a majority, further ballots shall be held in each of which the person receiving the lowest number of votes shall be eliminated, until some person obtains a majority;
- (g) The second director shall be deemed to have been elected by all the votes which could have been cast in the ballot securing his election.

## **SCHEDULE D**

### **SETTLEMENT OF ACCOUNTS WITH MEMBERS WITHDRAWING**

1. The Fund shall be obligated to pay to a member withdrawing an amount equal to its quota, plus any other amounts due to it from the Fund, less any amounts due to the Fund, including charges accruing after the date of withdrawal; but no payment shall be made until 6 months after the date of withdrawal. Payments shall be made in the

currency of the withdrawing member.

2 If the Fund's holdings of the currency of the withdrawing member are not sufficient to pay the net amount due from the Fund, the balance shall be paid in gold, or in such other manner as may be agreed. If the Fund and the withdrawing member do not reach agreement within 6 months of the date of withdrawal, the currency in question held by the Fund shall be paid forthwith to the withdrawing member. Any balance due shall be paid in 10 half-yearly instalments during the ensuing 5 years. Each such instalment shall be paid, at the option of the Fund, either in the currency of the withdrawing member acquired after its withdrawal or by the delivery of gold.

3. If the Fund fails to meet any instalment which is due in accordance with the preceding paragraphs, the withdrawing member shall be entitled to require the Fund to pay the instalment in any currency held by the Fund with the exception of any currency which has been declared scarce under Article VII, section 3.

4. If the Fund's holding of the currency of a withdrawing member exceed the amount due to it, and if agreement on the method of settling accounts is not reached within 6 months of the date of withdrawal, the former member shall be obligated to redeem such excess currency in gold or, at its option, in the currencies of members which at the time of redemption are convertible. Redemption shall be made at the parity existing at the time of withdrawal from the Fund. The withdrawing member shall complete redemption within 5 years of the date of withdrawal, or within such longer period as may be fixed by the Fund, but shall not be required to redeem in any half-yearly period more than one-tenth of the Fund's excess holdings of its currency at the date of withdrawal plus further acquisitions of the currency during such half-yearly period. If the withdrawing member does not fulfill this obligation, the Fund may in an orderly manner liquidate in any market the amount of currency which should have been redeemed.

5. Any member desiring to obtain the currency of a member which has withdrawn shall acquire it by purchase from the Fund, to the extent that such member has access to the resources of the Fund and that such currency is available under 4 above.

6. The withdrawing member guarantees the unrestricted use at all times of the currency disposed of under 4 and 5 above for the purchase of goods or for payment of sums due to it or to persons within its territories. It shall compensate the Fund for any loss resulting from the difference between the par value of this currency on the date of



withdrawal and the value realised by the Fund on disposal under 4 and 5 above.

7. In the event of the fund going into liquidation under Article XVI, section 2, within 6 months of the date on which the member withdraws, the account between the Fund and that government shall be settled in accordance with Article XVI, section 2, and Schedule E.

## **SCHEDULE E**

### **ADMINISTRATION OF LIQUIDATION**

1. In the event of liquidation the liabilities of the Fund other than the repayment of subscriptions shall have priority in the distribution of the assets of the Fund. In meeting each such liability the Fund shall use its assets in the following order:

- (a) The currency in which the liability is payable;
- (b) Gold;
- (c) All other currencies in proportion, so far as may be practicable, to the quotas of the members.

2. After the discharge of the Fund's liabilities in accordance with 1 above, the balance of the Fund's assets shall be distributed and apportioned as follows:

- (a) The Fund shall distribute its holdings of gold among the members whose currencies are held by the Fund in amounts less than their quotas. These members shall share the gold so distributed in the proportions of the amounts by which their quotas exceed the Fund's holdings of their currencies;
- (b) The Fund shall distribute to each member one-half the Fund's holdings of its currency but such distribution shall not exceed 50 percent of its quota;
- (c) The Fund shall apportion the remainder of its holdings of each currency among all the members in proportion to the amounts due to each member after the distributions under (a) and (b) above.

3. Each member shall redeem the holdings of its currency apportioned to other members under 2(c) above, and shall agree with the Fund within 3 months after a decision to liquidate upon an orderly procedure for such redemption.

4. If a member has not reached agreement with the Fund within the 3 month period referred to in 3 above, the Fund shall use the

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currencies of other members apportioned to that member under 2(c) above to redeem the currency of that member apportioned to other members. Each currency apportioned to a member which has not reached agreement shall be used, so far as possible, to redeem its currency apportioned to the members which have made agreements with the Fund under 3 above.

5.        If a member has reached agreement with the Fund in accordance with 3 above, the Fund shall use the currencies of other members apportioned to that member under 2(c) above to redeem the currency of that member apportioned to other members which have made agreements with the Fund under 3 above. Each amount so redeemed shall be redeemed in the currency of the member to which it was apportioned.

6.        After carrying out the preceding paragraphs, the Fund shall pay to each member the remaining currencies held for its account.

7.        Each member whose currency has been distributed to other members under 6 above shall redeem such currency in gold or, at its option, in the currency of the member requesting redemption, or in such other manner as may be agreed between them. If the members involved do not otherwise agreed the member obligated to redeem shall complete redemption within 5 years of the date of distribution, but shall not be required to redeem in any half-yearly period more than one-tenth of the amount distributed to each other member. If the member does not fulfill this obligation, the amount of currency which should have been redeemed may be liquidated in an orderly manner in any market.

8.        Each member whose currency has been distributed to other members under 6 above guarantees the unrestricted use of such currency at all times for the purchase of goods or for payment of sums due to it or to persons in its territories. Each member so obligated agrees to compensate other members for any loss resulting from the difference between the par value of its currency on the date of the decision to liquidate the Fund and the value realised by such members on disposal of its currency.

**SCHEDULE F**

**DESIGNATION**

During the first basic period the rules for designation shall be as follows:

- (a)        Participants subject to designation under Article XXV, section 5(a)(i), shall be designated for such amounts as will promote overtime equality in the ratios of the participants' holdings of

- special drawing rights in excess of their net cumulative allocations to their official holdings of gold and foreign exchange;
- (b) The formula to give effect to (a) above shall be such that participants subject to designation shall be designated:
- (i) In proportion to their official holdings of gold and foreign exchange when the ratios described in (a) above are equal; and
  - (ii) In such manner as gradually to reduce the difference between the ratios described in (a) above that are low and the ratios that are high.

## **SCHEDULE G**

### **RECONSTITUTION**

- 1.** During the first basic period the rules for reconstitution shall be as follows:
- (a) (i) A participant shall so use and reconstitute its holdings of special drawing rights that, 5 years after the first allocation and at the end of each calendar quarter thereafter, the average of its total daily holdings of special drawing rights over the most recent 5 year period will be not less than 30 percent of the average of its daily net cumulative allocation of special drawing rights over the same period;
- (ii) Two years after the first allocation and at the end of each calendar month thereafter the Fund shall make calculations for each participant so as to ascertain whether and to what extent the participant would need to acquire special drawing rights between the date of the calculation and the end of any 5 year period in order to comply with the requirement in (a)(i) above. The Fund shall adopt regulations with respect to the bases on which these calculations shall be made and with respect to the timing of the designation of participants under Article XXV, section 5(a)(ii), in order to assist them to comply with the requirement in (a)(i) above;
- (iii) The Fund shall give special notice to a participant when the calculations under (a)(ii) above indicate that it is unlikely that the participant will be able to comply with the requirement in (a)(i) above unless it ceases to use special drawing rights for the rest of the period for which the calculation was made under (a)(ii) above;

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- (iv) A participant that needs to acquire special drawing rights to fulfill this obligation shall be obligated and entitled to obtain them, at its option for gold or currency acceptable to the Fund, in a transaction with the Fund conducted through the General Account. If sufficient special drawing rights to fulfill this obligation cannot be obtained in this way, the participant shall be obligated and entitled to obtain them with currency convertible in fact from a participant which the Fund shall specify.
- (d) Participants shall also pay due regard to the desirability to pursuing over time a balanced relationship between their holdings of special drawing rights and their holdings of gold and foreign exchange and their reserve positions in the Fund.

2. If a participant fails to comply with the rules for reconstitution, the Fund shall determine whether or not the circumstances justify suspension under Article XXIX, section 2(b).

**SCHEDULE H****TERMINATION OF PARTICIPATION**

1. If the obligation remaining after the set-off under Article XXX, section 2(b), is to the terminating participant and agreement on settlement between the Fund and the terminating participant is not reached within 6 months of the date of termination the Fund shall redeem this balance of special drawing rights in equal half-yearly instalments within a maximum of 5 years of the date of termination. The Fund shall redeem this balance as it may determine, either (a) by the payment to the termination participant of the amounts provided by the remaining participants to the Fund in accordance with Article XXX, section 5, or (b) by permitting the terminating participant to use its special drawing rights to obtain its own currency or currency convertible in fact from a participant specified by the Fund, the General Account, or any other holder.

2. If the obligation remaining after the set-off under Article XXX, section 2(b), is to the Fund and agreement on settlement is not reached within 6 months of the date of termination, the terminating participant shall discharge this obligation in equal half-yearly instalments within 3 years of the date of termination or within such longer period as may be fixed by the Fund. The terminating participant shall discharge this obligation, as the Fund may determine, either:

- (a) By the payment to the Fund of currency convertible in fact or

- gold at the option of the terminating participant; or
- (b) By obtaining special drawing rights, in accordance with Article XXX, section 6, from the General Account or in agreement with a participant specified by the Fund or from any other holder, and the set-off of these special drawing rights against the instalment due.

**3** Instalments under either 1 or 2 above shall fall due 6 months after the date of termination and at intervals of 6 months thereafter.

**4.** In the event of the Special Drawing Account going into liquidation under Article XXXI within 6 months of the date a participant terminates its participation, the settlement between the Fund and that government shall be made in accordance with Article XXXI and Schedule 1.

## **SCHEDULE I**

### **ADMINISTRATION OF LIQUIDATION OF THE SPECIAL DRAWING ACCOUNT**

**1.** In the event of liquidation of the Special Drawing Account, participants shall discharge their obligations to the Fund in 10 half-yearly instalments, or in such longer period as the Fund may decide is needed, in currency convertible in fact and the currencies of participants holding special drawing rights to be redeemed in any instalment to the extent of such redemption, as determined by the Fund. The first half-yearly payment shall be made 6 months after the decision to liquidate the Special Drawing Account.

**2.** If it is decided to liquidate the Fund within 6 months of the date of the decision to liquidate the Special Drawing Account, the liquidation of the Special Drawing Account shall not proceed until special drawing rights held in the General Account have been distributed in accordance with the following rule:

After the distribution made under 2(a) of Schedule E, the Fund shall apportion its special drawing rights held in the General Account among all members that are participants in proportion to the amounts due to each participant after the distribution under 2(a). To determine the amount due to each member for

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the purpose of apportioning the remainder of its holdings of each currency under 2(c) of Schedule E, the Fund shall deduct the distribution of special drawing rights made under this rule.

**3.** With the amounts received under 1 above, the Fund shall redeem special drawing rights held by holders in the following manner and order:

- (a) Special drawing rights held by governments that have terminated their participation more than 6 months before the date the Board of Governors decides to liquidate the Special Drawing Account shall be redeemed in accordance with the terms of any agreement under Article XXX or Schedule H;
- (b) Special drawing rights held by holders that are not participants shall be redeemed before those held by participants, and shall be redeemed in proportion to the amount held by each holder;
- (c) The Fund shall determine the proportion of special drawing rights held by each participant in relation to its net cumulative allocation. The Fund shall first redeem special drawing rights from the participants with the highest proportion until this proportion is reduced to that of the second highest proportion; the Fund shall then redeem the special drawing rights held by these participants in accordance with their net cumulative allocations until the proportions are reduced to that of the third highest proportion; and this process shall be continued until the amount available for redemption is exhausted.

**4.** Any amount that a participant will be entitled to receive in redemption under 3 above shall be set off against any amount to be paid under 1 above.

**5.** During liquidation the Fund shall pay interest on the amount of special drawing rights held by holders, and each participant shall pay charges on the net cumulative allocation of special drawing rights to it less the amount of any payments made in accordance with 1 above. The rates of interest and charges and the time of payment shall be determined by the Fund. Payments of interest and charges shall be made in special drawing rights to the extent possible. A participant that does not hold sufficient special drawing rights to meet any charges shall make the payment with gold or a currency specified by the Fund. Special drawing rights received as charges in amounts needed for administrative expenses shall not be used for the payment of interest, but shall be transferred to the Fund and shall be redeemed first and with the currencies used by the Fund to meet its expenses.

6. While a participant is in default with respect to any payment required by 1 or 5 above, no amounts shall be paid to it in accordance with 2 or 5 above.

7. If after the final payments have been made to participants each participant not in default does not hold special drawing rights in the same proportion to its net cumulative allocation, those participants holding a lower proportion shall purchase from those holding a higher proportion such amounts in accordance with arrangements made by the Fund as will make the proportion of their holdings of special drawing rights the same. Each participant in default shall pay to the Fund its own currency in an amount equal to its default. The Fund shall apportion this currency and any residual claims among participants in proportion to the amount of special drawing rights held by each and these special drawing rights shall be cancelled. The Fund shall then close the books of the Special Drawing Account and all of the Fund's liabilities arising from the allocation of special drawing rights and the administration of the Special Drawing Account shall cease.

8. Each participant whose currency is distributed to other participants under this Schedule guarantees the unrestricted use of such currency at all times for the purchase of goods or for payments of sums due to it or to persons in its territories. Each participant so obligated agrees to compensate other participants for any loss resulting from the difference between the value at which the Fund distributed its currency under this Schedule and the value realised by such participants on disposal of its currency.

**SECOND SCHEDULE**  
**(Sections 2, 8, 9.)**

**ARTICLES OF AGREEMENT OF THE  
INTERNATIONAL BANK FOR RECONSTRUCTION AND  
DEVELOPMENT**

**(As amended effective December 17, 1965)**

The Governments on whose behalf the present Agreement is signed agree as follows:

**INTRODUCTORY ARTICLE**

The International Bank for Reconstruction and Development is

established and shall operate in accordance with the following provisions.

## **ARTICLE I** **PURPOSES**

The purposes of the Bank are:

- (i) To assist in the reconstruction and development of territories of members by facilitating the investment of capital for productive purposes, including the restoration of economies destroyed or disrupted by war, the reconversion of productive facilities to peacetime needs and the encouragement of the development of productive facilities and resources in less developed countries;
- (ii) To promote private foreign investment by means of guarantees or participations in loans and other investments made by private investors; and when private capital is not available on reasonable terms, to supplement private investment by providing, on suitable conditions, finance for productive purposes out of its own capital funds raised by it and its other resources;
- (iii) To promote the long-range balanced growth of international trade and the maintenance of equilibrium in balances of payments by encouraging international investment for the development of the productive resources of members, thereby assisting in raising productivity, the standard of living and conditions of labour in their territories;
- (iv) To arrange the loans made or guaranteed by it in relation to international loans through other channels so that the more useful and urgent projects, large and small alike, will be dealt with first;
- (v) To conduct its operations with due regard to the effect of international investment on business conditions in the territories of members and, in the immediate postwar years, to assist in bringing about a smooth transition from a wartime to a peacetime economy.

The Bank shall be guided in all its decisions by the purposes set forth above.

## **ARTICLE II** **MEMBERSHIP IN AND CAPITAL OF THE BANK**

### **Section 1** **Membership:**

- (a) The original members of the Bank shall be those members of the International Monetary Fund which accept membership in the Bank before the date specified in Article XI, section 2(e);



- (b) Membership shall be open to other members of the Fund, at such times and in accordance with such terms as may be prescribed by the Bank.

**Section 2**  
**Authorised capital:**

- (a) The authorised capital stock of the Bank shall be \$10,000,000,000, \* in terms of United States dollars of the weight and fineness in effect on July 1, 1944. The Capital stock shall be divided into 100,000 shares having a par value of \$100,000 each, which shall be available for subscription only by members;
- (b) The capital stock may be increased when the Bank deems it advisable by a three-fourths majority of the total voting power.

*[\* As of August 25, 1965, the authorised capital stock of the Bank had been increased to \$24,000,000,000, divided into 240,000 shares having a par value of \$100,000 each]*

**Section 3**  
**Subscription of shares:**

- (a) Each member shall subscribe shares of the capital stock of the Bank. The minimum number of shares to be subscribed by the original members shall be those set forth in Schedule A. The minimum number of shares to be subscribed by other members shall be determined by the Bank, which shall reserve a sufficient portion of its capital stock for subscription by such members;
- (b) The Bank shall prescribe rules laying down the conditions under which members may subscribe shares of the authorised capital stock of the Bank in addition to their minimum subscriptions;
- (c) If the authorised capital stock of the Bank is increased, each member shall have a reasonable opportunity to subscribe, under such conditions as the Bank shall decide, a proportion of the increase of stock equivalent to the proportion which its stock theretofore subscribed bears to the total capital stock of the Bank, but no member shall be obligated to subscribe any part of the increased capital.

**Section 4**  
**Issue price of shares**

Shares included in the minimum subscriptions of original members shall be issued at par. Other shares shall be issued at par unless the Bank by a majority of the total voting power decides in special circumstance to issue

them on other terms.

**Section 5**  
**Division and calls of subscribed capital**

The subscription of each member shall be divided into 2 parts as follows:

- (i) Twenty percent shall be paid or subject to call under section 7(i) of this Article as needed by the Bank for its operations;
- (ii) The remaining 80 percent shall be subject to call by the Bank only when required to meet obligations of the Bank created under Article IV, section 1(a)(ii) and (iii).

Calls on unpaid subscriptions shall be uniform on all shares.

**Section 6**  
**Limitation on liability**

Liability on shares shall be limited to the unpaid portion of the issue price of the shares.

**Section 7**  
**Method of payment of subscriptions for shares**

Payment of subscriptions for shares shall be made in gold or United States dollars and in the currencies of the members as follows:

- (i) Under section 5(i) of this Article, 2 percent of the price of each share shall be payable in gold or United States dollars, and, when calls are made, the remaining 18 percent shall be paid in the currency of the member;
- (ii) When a call is made under section 5(ii) of this Article, payment may be made at the option of the member either in gold, in United States dollars or in the currency required to discharge the obligations of the Bank for the purpose for which the call is made;
- (iii) When a member makes payments in any currency under (i) and (ii) above, such payments shall be made in amounts equal in value to the member's liability under the call. This liability shall be a proportionate part of the subscribed capital stock of the Bank as authorised and defined in section 2 of this Article.

**Section 8**  
**Time of payment of subscription:**

- (a) The 2 percent payable on each share in gold or United States dollars under section 7(i) of the Article, shall be paid within 60 days of the date on which the Bank begins operations, provided that:

- (i) Any original member of the Bank whose metropolitan territory has suffered from enemy occupation or hostilities during the present war shall be granted the right to postpone payment of one-half percent until 5 years after that date; or
  - (ii) An original member who cannot make such a payment because it has not recovered possession of its gold reserves which are still seized or immobilized as a result of the war may postpone all payment until such date as the Bank shall decide.
- (b) The remainder of the price of each share payable under section 7(i) of this Article shall be paid as and when called by the Bank, provided that:
- (i) The Bank shall, within one year of its beginning operation, call not less than 8 percent of the price of the share in addition to the payment of 2 percent referred to in (a) above;
  - (ii) Not more than 5 percent of the price of the share shall be called in any period of 3 months.

### **Section 9**

#### **Maintenance of value of certain currency holdings of the Bank:**

- (a) Whenever (i) the par value of a member's currency is reduced, or (ii) the foreign exchange value of a member's currency has, in the opinion of the Bank, depreciated to a significant extent within that member's territories, the member shall pay to the Bank within reasonable time an additional amount of its own currency sufficient to maintain the value, as of the time of initial subscription, of the amount of the currency of such member which is held by the Bank and derived from currency originally paid in to the Bank by the member under Article II, section 7(i), from currency referred to in Article IV, section 2(b), or from any additional currency furnished under the provisions of the present paragraph, and which has not been repurchased by the member for gold or for the currency of any member which is acceptable to the Bank;
- (b) Whenever the par value of a member's currency is increased, the Bank shall return to such member within a reasonable time an amount of that member's currency equal to the increase in the value of the amount of such currency described in (a) above;
- (c) The provisions of the preceding paragraphs may be waived by the Bank when a uniform proportionate change in the par values of the currencies of all its members is made by the International

**Section 10**  
**Restriction on disposal of shares**

Shares shall not be pledged or encumbered in any manner whatever and they shall be transferable only to the Bank.

**ARTICLE III**  
**GENERAL PROVISIONS RELATING TO LOANS**  
**AND GUARANTEES**

**Section 1**  
**Use of resources:**

- (a) The resources and the facilities of the Bank shall be used exclusively for the benefit of members with equitable consideration to projects for development and projects for reconstruction alike;
- (b) For the purpose of facilitating the restoration and reconstruction of the economy of members whose metropolitan territories have suffered great devastation from enemy occupation or hostilities the Bank, in determining the conditions and term of loans made to such members, shall pay special regard to lightening the financial burden and expediting the completion of such restoration and reconstruction.

**Section 2**  
**Dealings between members and the Bank**

Each member shall deal with the Bank only through its Treasury, central bank, stabilization fund or other similar fiscal agency, and the Bank shall deal with members only by or through the same agencies.

**Section 3**  
**Limitations on guarantees and borrowings of the Bank**

The total amount outstanding of guarantees, participations in loans and direct loans made by the Bank shall not be increased at any time, if by such increase the total would exceed 100 percent of the unimpaired subscribed capital, reserves and surplus of the Bank.

**Section 4**  
**Conditions on which the Bank may guarantee or make loans**

The Bank may guarantee, participate in, or make loans to any member or any political subdivision thereof and any business, industrial, and agricultural enterprise in the territories of a member, subject to the following conditions:

- (i) When the member in whose territories the project is located is not itself the borrower, the member or the central bank or some comparable agency of the member which is acceptable to the Bank, fully guarantees the repayment of the principal and the payment of interest and other charges on the loan;
- (ii) The Bank is satisfied that in the prevailing market conditions the borrower would be unable otherwise to obtain the loan under conditions which in the opinion of the Bank are reasonable for the borrower;
- (iii) A competent committee, as provided for in Article V, section 7, has submitted a written report recommending the project after a careful study of the merits of the proposal;
- (iv) In the opinion of the Bank the rate of interest and other charges are reasonable and such rate, charges and the schedule for repayment of principal are appropriate to the project;
- (v) In making or guaranteeing a loan, the Bank shall pay due regard to the prospects that the borrower, and, if the borrower is not a member, that the guarantor, will be in position to meet its obligations under the loan; and the Bank shall act prudently in the interests both of the particular member in whose territories the project is located and of the members as a whole;
- (vi) In guaranteeing a loan made by other investors, the Bank receives suitable compensation for its risk;
- (vii) Loans made or guaranteed by the Bank shall, except in special circumstances, be for the purpose of specific projects of reconstruction or development.

### **Section 5**

#### **Use of loans guaranteed, participated in or made by the Bank:**

- (a) The Bank shall impose no conditions that the proceeds of a loan shall be spent in the territories of any particular member or members;
- (b) The Bank shall make arrangements to ensure that the proceeds of any loan are used only for the purposes for which the loan was granted, with due attention to considerations of economy and efficiency and without regard to political or other non-economic influences or considerations;
- (c) In the case of loans made by the Bank, it shall open an account in the name of the borrower and the amount of the loan shall be credited to this account in the currency or currencies in which the

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loan is made. The borrower shall be permitted by the Bank to draw on this account only to meet expenses in connection with the project as they are actually incurred.

**Section 6**

**Loans to the International Finance Corporation:\***

- (a) The Bank may make, participate in, or guarantee loans to the International Finance Corporation, an affiliate of the Bank, for use in its lending operations. The total amount outstanding of such loans, participations and guarantees shall not be increased if, at the time or as a result thereof, the aggregate amount of debt (including the guarantee of any debt) incurred by the said Corporation from any source and then outstanding shall exceed an amount equal to 4 times its unimpaired subscribed capital and surplus;
- (b) The provisions of Article III, sections 4 and 5(c) and of Article IV, section 3 shall not apply to loans, participations and guarantees authorised by this section.

[\*Section added by amendment effective December 17, 1965]

**ARTICLE IV**  
**OPERATIONS**

**Section 1**

**Methods of making or facilitating loans:**

- (a) The Bank may make or facilitate loans which satisfy the general conditions of Article III in any of the following ways:
  - (i) By making or participating in direct loans out of its own funds corresponding to its unimpaired paid-up capital and surplus and, subject to section 6 of this Article, to its reserves;
  - (ii) By making or participating in direct loans out of funds raised in the market of a member; or otherwise borrowed by the Bank;
  - (iii) By guaranteeing in whole or in part loans made by private investors through the usual investment channels.
- (b) The Bank may borrow funds under (a)(ii) above or guarantee loans under (a)(iii) above only with the approval of the member in whose markets the funds are raised and the member in whose currency the loan is denominated, and only if those members

agree that the proceeds may be exchanged for the currency of any other member without restriction.

## **Section 2**

### **Availability and transferability of currencies:**

- (a) Currencies paid into the bank under Article II, section 7(i), shall be loaned only with the approval in each case of the member whose currency is involved, provided, however, that if necessary, after the Bank's subscribed capital has been entirely called, such currencies shall, without restriction by the members whose currencies are offered, be used or exchanged for the currencies required to meet contractual payments of interest, other charges or amortization on the Bank's own borrowings, or to meet the Bank's liabilities with respect to such contractual payments on loans guaranteed by the Bank;
- (b) Currencies received by the Bank from borrowers or guarantors in payment on account of principal of direct loans made with currencies referred to in (a) above shall be exchanged for the currencies of other members or re-loaned only with the approval in each case of the members whose currencies are involved; provided, however, that if necessary, after the Bank's subscribed capital has been entirely called, such currencies shall, without restriction by the members whose currencies are offered, be used or exchanged for the currencies required to meet contractual payments of interest, other charges or amortization on the Bank's own borrowings, or to meet the Bank's liabilities with respect to such contractual payments on loans guaranteed by the Bank;
- (c) Currencies received by the Bank from borrowers or guarantors in payment on account of principal of direct loans made by the Bank under section 1(a)(ii) of this Article, shall be held and used, without restriction by the members, to make amortization payments, or to anticipate payment of or repurchase part or all of the Bank's own obligations;
- (d) All other currencies available to the Bank, including those raised in the market or otherwise borrowed under section 1(a)(ii) of this Article, those obtained by the sale of gold, those received as payments of interest and other charges for direct loans made under section 1(a)(i) and (ii), and those received as payments of commissions and other charges under section 1(a)(iii), shall be used or exchanged for other currencies or gold required in the operations of the Bank without restriction by the members whose currencies are offered;
- (e) Currencies raised in the markets of members by borrowers on loans guaranteed by the Bank under section 1(a)(iii) of this

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Article, shall also be used or exchanged for other currencies without restriction by such members.

**Section 3  
Provision of currencies for direct loans**

The following provisions shall apply to direct loans under section 1(a)(i) and (ii) of this Article:

- (a) The Bank shall furnish the borrower with such currencies of members, other than the member in whose territories the project is located, as are needed by the borrower for expenditures to be made in the territories of such other members to carry out the purposes of the loan;
- (b) The Bank may, in exceptional circumstances when local currency required for the purposes of the loan cannot be raised by the borrower on reasonable terms, provide the borrower as part of the loan with an appropriate amount of that currency;
- (c) The Bank, if the project gives rise indirectly to an increased need for foreign exchange by the member in whose territories the project is located, may in exceptional circumstances provide the borrower as part of the loan with an appropriate amount of gold or foreign exchange not in excess of the borrowers local expenditure in connection with the purposes of the loan;
- (d) The Bank may, in exceptional circumstances, at the request of a member in whose territories a portion of the loan is spent, repurchase with gold or foreign exchange a part of that member's currency thus spent but in no case shall the part so repurchased exceed the amount by which the expenditure of the loan in those territories gives rise to an increased need for foreign exchange.

**Section 4  
Payment provisions for direct loans**

Loan contracts under section 1(a)(i) or (ii) of this Article shall be made in accordance with the following payment provisions:

- (a) The terms and conditions of interest and amortization payments, maturity and dates of payment of each loan shall be determined by the Bank. The Bank shall also determine the rate and any other terms and conditions of commission to be charged in connection with such loan.

In the case of loans made under section 1(a)(ii) of this Article during the first 10 years of the Bank's operations, this rate of commission shall be not less than one percent per annum and not greater than one and one-half percent per annum, and shall be charged on the outstanding portion of any such loan. At the end



of this period of 10 years, the rate of commission may be reduced by the Bank with respect both to the outstanding portions of loans already made and to future loans, if the reserves accumulated by the Bank under section 6 of this Article and out of other earnings are considered by it sufficient to justify a reduction. In the case of future loans the Bank shall also have discretion to increase the rate of commission beyond the above limit, if experience indicates that an increase is advisable.

- (b) All loan contracts shall stipulate the currency or currencies in which payments under the contract shall be made to the Bank. At the option of the borrower, however, such payments made be made in gold, or subject to the agreement of the Bank, in the currency of a member other than that prescribed in the contract:
  - (i) In the case of loans made under section 1(a)(i) of this Article, the loan contracts shall provide that payments to the Bank of interest, other charges and amortization shall be made in the currency loaned, unless the member whose currency is loaned agrees that such payments shall be made in some other specified currency or currencies. These payments, subject to the provisions of Article II, section 9(c), shall be equivalent to the value of such contractual payments at the time the loans were made, in terms of a currency specified for the purpose by the Bank by a three-fourths majority of the total voting power;
  - (ii) In the case of loans made under section 1(a)(ii) of this Article, the total amount outstanding and payable to the Bank in any, one currency shall at no time exceed the total amount of the outstanding borrowings made by the Bank under section 1(a)(ii) and payable in the same currency.
- (c) If a member suffers from an acute exchange stringency, so that the service of any loan contracted by that member or guaranteed by it or by one of its agencies cannot be provided in the stipulated manner, the member concerned may apply to the Bank for a relaxation of the conditions of payment. If the Bank is satisfied that some relaxation is in the interest of the particular member and of the operations of the Bank and of its members as a whole, it may take action under either, or both, of the following paragraphs with respect to the whole, or part, of the annual service:
  - (i) The Bank may, in its discretion, make arrangements with the member concerned to accept service payments on the loan in the member's currency for periods not to exceed 3 years upon appropriate terms regarding the use

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- of such currency and the maintenance of its foreign exchange value; and for the repurchase of such currency on appropriate terms;
- (ii) The Bank may modify the terms of amortisation or extend the life of the loan, or both.

**Section 5  
Guarantees:**

- (a) In guaranteeing a loan placed through the usual investment channels, the Bank shall charge a guarantee commission payable periodically on the amount of the loan outstanding at a rate determined by the Bank. During the first 10 years of the Bank's operations, this rate shall be not less than one percent per annum and no greater than one and one-half percent per annum. At the end of this period of 10 years, the rate of commission may be reduced by the bank with respect both to the outstanding portions of loans already guaranteed and to future loans if the reserves accumulated by the Bank under section 6 of this Article and out of other earnings are considered by it sufficient to justify a reduction. In the case of future loans the Bank shall also have discretion to increase the rate of commission beyond the above limit, if experience indicates that an increase is advisable;
- (b) Guarantee commissions shall be paid directly to the Bank by the borrower;
- (c) Guarantees by the Bank shall provide that the Bank may terminate its liability with respect to interest if, upon default by the borrower and by the guarantor, if any, the Bank offers to purchase, at par and interest accrued to a date designated in the offer, the bonds or other obligations guaranteed;
- (d) The Bank shall have power to determine any other terms and conditions of the guarantee.

**Section 6  
Special reserve**

The amount of commissions received by the Bank under sections 4 and 5 of this Article shall be set aside as a special reserve, which shall be kept available for meeting liabilities of the Bank in accordance with section 7 of this Article. The special reserves shall be held in such liquid form, permitted under this Agreement, as the Executive Directors may decide.

**Section 7  
Methods of meeting liabilities of the Bank in case of defaults**

In cases of default on loans made, participated in, or guaranteed by the Bank:

- (a) The Bank shall make such arrangements as may be feasible to adjust the obligations under the loans, including arrangements under or analogous to those provided in section 4(c) of this Article;
- (b) The payments in discharge of the Bank's liabilities on borrowing or guarantees under section 1(a)(ii) and (iii) of this Article shall be charged:
  - (i) First, against the special reserve provided in section 6 of this Article;
  - (ii) Then, to the extent necessary and at the discretion of the Bank, against the other reserves, surplus and capital available to the Bank.
- (c) Whenever necessary to meet contractual payments of interest, other charges or amortization on the Bank's own borrowings, or to meet the Bank's liabilities with respect to similar payments on loans guaranteed by it, the Bank may call an appropriate amount of the unpaid subscriptions of members in accordance with Article II, sections 5 and 7. Moreover if it believes that a default may be of long duration, the Bank may call an additional amount of such unpaid subscriptions not to exceed in any one year one percent of the total subscriptions of the members for the following purposes:
  - (i) To redeem prior to maturity, or otherwise discharge its liability on, all or part of the outstanding principal of any loan guaranteed by it in respect of which the debtor is in default;
  - (ii) To repurchase, or otherwise discharge its liability on, all or part of its own outstanding borrowings.

### **Section 8**

#### **Miscellaneous operations**

In addition to the operations specified elsewhere in this Agreement, the Bank shall have the power:

- (i) To buy and sell securities it has issued and to buy and sell securities which it has guaranteed or in which it has invested, provided that the Bank shall obtain the approval of the member in whose territories the securities are to be bought or sold;
- (ii) To guarantee securities in which it has invested for the purpose of facilitating their sale;
- (iii) To borrow the currency of any member with the approval of that member;
- (iv) To buy and sell such other securities as the Directors by a three-

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fourths majority of the total voting power may deem proper for the investment of all or part of the special reserve under section 6 of this Article.

In exercising the powers conferred by this section, the Bank may deal with any person, partnership, association, corporation or other legal entity in the territories of any members.

**Section 9**

**Warning to be placed on securities**

Every security guaranteed or issued by the Bank shall bear on its face a conspicuous statement to the effect that it is not an obligation of any government unless expressly stated on the security.

**Section 10**

**Political activity prohibited**

The Bank and its officers 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 or members concerned. Only economic considerations shall be relevant to their decisions, and these considerations shall be weighed impartially in order to achieve the purposes stated in Article I.

**ARTICLE V**

**ORGANISATION AND MANAGEMENT**

**Section 1**

**Structure of the Bank**

The Bank shall have a Board of Governors, Executive Directors, a President and such other officers and staff to perform such duties as the Bank may determine.

**Section 2**

**Board of Governors:**

- (a) All the powers of the Bank shall be vested in the Board of Governors consisting of one governor and one alternate appointed by each member in such manner as it may determine. Each governor and each alternate shall serve for 5 years, subject to the pleasure of the member appointing him, and may be reappointed. No alternate may vote except in the absence of his or her principal. The Board shall select one of the governors as Chairman;

- (b) The Board of Governors may delegate to the Executive Directors authority to exercise any powers of the Board, except the power to:
  - (i) Admit new members and determine the conditions of their admission;
  - (ii) Increase or decrease the capital stock;
  - (iii) Suspend a member;
  - (iv) Decide appeals from interpretations of this Agreement given by the Executive Directors;
  - (v) Make arrangements to co-operate with other international organisations (other than informal arrangements of a temporary and administrative character);
  - (vi) Decide to suspend permanently the operations of the Bank and to distribute its assets;
  - (vii) Determine the distribution of the net income of the Bank.
- (c) The Board of Governors shall hold an annual meeting and such other meetings as may be provided for by the Board or called by the Executive Directors. Meetings of the Board shall be called by the Directors whenever requested by 5 members or by members having one-quarter of the total voting power;
- (d) A quorum for any meeting of the Board of Governors shall be a majority of the Governors, exercising not less than two-thirds of the total voting power;
- (e) The Board of Governors may by regulation establish a procedure whereby the Executive Directors, when they deem such action to be in the best interests of the Bank, may obtain a vote of the Governors on a specific question without calling a meeting of the Board;
- (f) The Board of Governors, and the Executive Directors to the extent authorised, may adopt such rules and regulations as may be necessary or appropriate to conduct the business of the Bank;
- (g) Governors and alternates shall serve as such without compensation from the Bank, but the Bank shall pay them reasonable expenses incurred in attending meetings;
- (h) The Board of Governors shall determine the remuneration to be paid to the Executive Directors and the salary and terms of the contract of service of the President.

**Section 3**  
**Voting:**

- (a) Each member shall have 250 votes plus one additional vote for each share of stock held;
- (b) Except as otherwise specifically provided, all matters before the

Bank shall be decided by a majority of the votes cast.

**Section 4**  
**Executive Directors:**

- (a) The Executive Directors shall be responsible for the conduct of the general operations of the Bank, and for this purpose, shall exercise all the powers delegated to them by the Board of Governors;
- (b) There shall be 12 Executive Directors, who need not be governors, and of whom:
  - (i) Five shall be appointed, one by each of the 5 members having the largest number of shares;
  - (ii) Seven shall be elected according to Schedule B by all the Governors other than those appointed by the 5 members referred to in (i) above.

For the purpose of this paragraph, "members" mean governments of countries whose names are set forth in Schedule A, whether they are original members or become members in accordance with Article II, section 1(b). When governments of other countries become members, the Board of Governors may, by a four-fifths majority of the total voting power, increase the total number of directors by increasing the number of directors to be elected.

Executive directors shall be appointed or elected every 2 years.

- (c) Each executive director shall appoint an alternate with full power to act for him when he is not present. When the executive directors appointing them are present, alternates may participate in meetings but shall not vote;
- (d) Directors shall continue in office until their successors are appointed or elected. If the office of an elected director becomes vacant more than 90 days before the end of his or her term, another director shall be elected for the remainder of the term by the governors who elected the former director. A majority of the votes cast shall be required for election. While the office remains vacant, the alternate of the former director shall exercise his or her powers, except that of appointing an alternate;
- (e) The Executive Directors shall function in continuous session at the principal office of the Bank and shall meet as often as the business of the Bank may require;
- (f) A quorum for any meeting of the Executive Directors shall be a majority of the Directors exercising not less than one-half of the total voting power;
- (g) Each appointed director shall be entitled to cast the number of votes allotted under section 3 of this Article to the member

- appointing him. Each elected director shall be entitled to cast the number of votes which counted toward his or her election. All the votes which a director is entitled to cast shall be cast as a unit;
- (h) The Board of Governors shall adopt regulations under which a member not entitled to appoint a director under (b) above may send a representative to attend any meeting of the Executive Directors when a request made by, or a matter particularly affecting, that member is under consideration;
  - (i) The Executive Directors may appoint such committees as they deem advisable. Membership of such committees need not be limited to governors or directors or their alternates.

**Section 5**  
**President and Staff:**

- (a) The Executive Directors shall select a President who shall not be a governor or an executive director or an alternate for either. The President shall be Chairman of the Executive 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 at such meetings. The President shall cease to hold office when the Executive Directors so decide;
- (b) The President shall be chief of the operating staff of the Bank and shall conduct, under the direction of the Executive Directors, the ordinary business of the Bank. Subject to the general control for the Executive Directors, he shall be responsible for the organisation, appointment and dismissal of the officers and staff;
- (c) 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;
- (d) In appointing the officers and staff the President shall, subject to the paramount importance of securing the highest standards of efficiency and of technical competence, pay due regard to the importance of recruiting personnel on as wide a geographical basis as possible.

**Section 6**  
**Advisory Council:**

- (a) There shall be an Advisory Council of not less than 7 persons selected by the Board of Governors including representatives of banking, commercial, industrial, labour, and agricultural interest, and with as wide a national representation as possible. In those

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- fields where specialised international organisations exist, the members of the Council representative of those fields shall be selected in agreement with such organisations. The Council shall advise the Bank on matter of general policy. The Council shall meet annually and on such other occasions as the bank may request;
- (b) Councillors shall serve for 2 years and may be reappointed. They shall be paid their reasonable expenses incurred on behalf of the Bank.

**Section 7  
Loan Committees**

The committees required to report on loans under Article III, section 4, shall be appointed by the Bank. Each such committee shall include an expert selected by the governor representing the member in whose territories the project is located and one or more members of the technical staff of the Bank.

**Section 8  
Relationship to other international organisations:**

- (a) The Bank, within the terms of this Agreement, shall co-operate with any general international organisation and with public international organisations having specialised responsibilities in related fields. Any arrangements for such co-operation which would involve a modification of any provision of this Agreement may be effected only after amendment to this Agreement under Article VIII;
- (b) In making decisions on applications for loans or guarantees relating to matters directly within the competence of any international organisation of the types specified in the preceding paragraph and participated in primarily by members of the Bank, the Bank shall give consideration to the views and recommendations of such organisation.

**Section 9  
Location of offices**

- (a) The principal office of the Bank shall be located in the territory of the member holding the greatest number of shares;
- (b) The Bank may establish agencies or branch offices in the territories of any member of the Bank.

**Section 10  
Regional offices and councils**



- (a) The Bank may establish regional offices and determine the locations of, and the areas to be covered by, each regional office;
- (b) Each regional office shall be advised by a regional council representative of the entire area and selected in such manner as the Bank may decide.

**Section 11**  
**Depositories**

- (a) Each member shall designate its central bank as a depository for all the Bank's holdings of its currency or, if it has no central bank, it shall designate such other institution as may be acceptable to the Bank;
- (b) The Bank may hold other assets, including gold, in depositories designated by the 5 members having the largest number of shares and in such other designated depositories as the Bank may select. Initially, at least one-half of gold holdings of the Bank shall be held in the depository designated by the member in whose territory the Bank has its principal office, and at least 40 percent shall be held in the depositories designated by the remaining 4 members referred to above, each of such depositories to hold, initially, not less than the amount of gold paid on the shares of the member designating it. However, all transfers of gold by the Bank shall be made with due regard to the cost of transport and anticipated requirements of the Bank. In an emergency the Executive Directors may transfer all or any part of the Bank's gold holdings to any place where they can be adequately protected.

**Section 12**  
**Form of holdings of currency**

The Bank shall accept from any member, in place of any part of the member's currency, paid in to the Bank under Article II, section 7(i), or to meet amortization payments on loans made with such currency, and not needed by the Bank in its operations, notes or similar obligations issued by the Government of the member or the depository designated by such member, which shall be non-negotiable, non-interest-bearing and payable at their par value on demand by credit to the account of the Bank in the designated depository.

**Section 13**  
**Publication of reports and provision of information:**

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- (a) The Bank shall publish an annual report containing an audited statement of its accounts and shall circulate to members at intervals of 3 months or less a summary statement of its financial position and a profit and loss statement showing the results of its operations;
- (b) The Bank may publish such other reports as it deems desirable to carry out its purposes;
- (c) Copies of all reports, statements and publications made under this section shall be distributed to members.

**Section 14**

**Allocation of net income:**

- (a) The Board of Governors shall determine annually what part of the Bank's net income, after making provision for reserves, shall be allocated to surplus and what part, if any, shall be distributed;
- (b) If any part is distributed, up to 2 percent non-cumulative shall be paid, as a first charge against the distribution for any year, to each member on the basis of the average amount of the loans outstanding during the year made under Article IV, section 1(a)(i), out of currency corresponding to its subscription. If 2 percent is paid as a first charge, any balance remaining to be distributed shall be paid to all members in proportion to their shares. Payments to each member shall be made in its own currency, or if that currency is not available in other currency acceptable to the member. If such payments are made in currencies other than the member's own currency, the transfer of the currency and its use by the receiving member after payment shall be without restriction by the members.

**ARTICLE VI**

**WITHDRAWAL AND SUSPENSION OF MEMBERSHIP  
SUSPENSION OF OPERATIONS**

**Section 1**

**Right of members to withdraw**

Any member may withdraw from the Bank at any time by transmitting a notice in writing to the Bank at its principle office. Withdrawal shall become effective on the date such notice is received.

**Section 2**

**Suspension of membership**

If a member fails to fulfill any of the obligations to the Bank, the Bank may suspend its membership by decision of a majority of the Governors, exercising a majority of the total voting power. The member so suspended shall automatically cease to be a member one year from the date of its suspension unless a decision is taken by the same majority to restore the member to good standing.

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 obligations.

### **Section 3**

#### **Cessation of membership in International Monetary Fund**

Any member which ceases to be a member of the International Monetary Fund shall automatically cease after 3 months to be a member of the Bank unless the Bank by three-fourths of the total voting power has agreed to allow it to remain a member.

### **Section 4**

#### **Settlement of accounts with government ceasing to be members:**

- (a) When a government 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 or guarantees contracted before it ceased to be a member are outstanding; but it shall cease to incur liabilities with respect to loans and guarantees entered into thereafter by the Bank and to share either in the income or the expenses of the Bank;
- (b) At the time a government ceases to be a member, the Bank shall arrange for the repurchase of its shares as a part of the settlement of accounts with such government in accordance with the provisions of (c) and (d) below. For this purpose the repurchase price for the shares shall be the value shown by the books of the Bank on the day the government ceases to be a member;
- (c) The payment for shares repurchased by the Bank under this section shall be governed by the following conditions:
  - (i) Any amount due to the government for its shares shall be withheld so long as the government, its central bank or any of its agencies remains liable, as borrower or guarantor, 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 liability of the government resulting from its subscription for shares under Article II, section 5(ii). In

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- any event, no amount due to a member for its shares shall be paid until 6 months after the date upon which the government ceases to be a member;
- (ii) Payment for shares may be made from time to time, upon their surrender by the government, to the extent by which the amount due as the repurchase price in (b) above exceeds the aggregate to liabilities on loans and guarantees in (c)(i) above until the former member has received the full repurchase price;
  - (iii) Payments shall be made in the currency of the country receiving payment or at the option of the Bank in gold;
  - (iv) If losses are sustained by the Bank on any guarantees, participation, in loans, or loans which were outstanding on the date when the government ceased to be a member, and the amount of such losses exceeds the amount of the reserve provided against losses on the date when the government ceased to be a member such government shall be obligated to 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 government shall remain liable on any call for unpaid subscriptions under Article II, section 5(ii), to the 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.
- (d) If the Bank suspends permanently its operations under section 5(b) of this Article, within 6 months of the date upon which any government ceases to be a member, all rights of such government shall be determined by the provisions of section 5 of this Article.

**Section 5****Suspension of operations and settlement of obligations:**

- (a) In an emergency the Executive Directors may suspend temporarily operations in respect of new loans and guarantees pending an opportunity for further consideration and action by the Board of Governors;
- (b) The Bank may suspend permanently its operations in respect of new loans and guarantees by vote of a majority of the Governors, exercising a majority of the total voting power. After such suspension of operations the Bank shall forthwith cease all activities, except those incidents to the orderly realisation, conservation, and preservation of its assets and settlement of its

- obligations;
- (c) The liability of all members for uncalled subscriptions to the capital stock of the Bank and in respect of the depreciation of their own currencies shall continue until all claims of creditors, including all contingent claims, shall have been discharged;
  - (d) All creditors holding direct claims shall be paid out of the assets of the Bank, and then out of payments to the Bank on calls on unpaid subscriptions. Before making any payments to creditors holding direct claims, the Executive Directors shall make such arrangements as are necessary, in their judgment, to insure a distribution to holders of contingent claims rateably with creditors holding direct claims;
  - (e) No distribution 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) A majority of the Governors, exercising a majority of the total voting power, have decided to make a distribution.
  - (f) After a decision to make a distribution has been taken under (e) above, the Executive Directors may by a two-thirds majority vote make successive distributions of the assets of the Bank to members until all of the assets have been distributed. This distribution shall be subject to the prior settlement of all outstanding claims of the Bank against each member;
  - (g) Before any distribution of assets is made, the Executive Directors shall fix the proportionate share of each member according to the ratio of its share holding to the total outstanding shares of the Bank;
  - (h) The Executive Directors shall value the assets to be distributed as at the date of distribution and then proceed to distribute in the following manner:
    - (i) There shall be paid to each member in its own obligations or those of its official agencies or legal entities within its territories, insofar as they are available for distribution, an amount equivalent in value to its proportionate share of the total amount to be distributed;
    - (ii) Any balance due to a member after payment has been made under (i) above shall be paid, in its own currency, insofar as it is held by the Bank, up to an amount equivalent in value to such balance;
    - (iii) Any balance due to a member after payment has been made under (i) and (ii) above shall be paid in gold or currency acceptable to the member, insofar as they are held by the Bank, up to an amount equivalent in value to such balance;

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- (iv) Any remaining assets held by the Bank after payments have been made to members under (i), (ii), and (iii) above shall be distributed pro rata among the members.
- (i) Any member receiving assets distributed by the Bank in accordance with (h) above, shall enjoy the same rights with respect to such assets as the Bank enjoyed prior to their distribution.

**ARTICLE VII**  
**STATUS, IMMUNITIES AND PRIVILEGES**

**Section 1**  
**Purposes of Article**

To enable the Bank to fulfill the functions with which it is entrusted, the status, immunities and privileges set forth in this Article shall be accorded to the Bank in the territories of each member.

**Section 2**  
**Status of the Bank**

The Bank shall possess full juridical personality, and in particular, the capacity:

- (i) To contract;
- (ii) To acquire and dispose of immovable and movable property;
- (iii) To institute legal proceedings.

**Section 3**  
**Position of the Bank with regard to judicial process**

Actions may be brought against the Bank only in a Court of competent jurisdiction in the territories of a member in which the Bank has an office, has appointed an agent for the purpose of accepting service or notice of process, or has issued or guaranteed securities. No actions shall, however, be brought by members or persons acting for or deriving claims from members. The 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.

**Section 4**  
**Immunity of assets from seizure**

Property and assets of the Bank, wherever located and by whomsoever held, shall be immune from search, requisition, confiscation,

expropriation or any other form of seizure by executive or legislative action.

**Section 5**  
**Immunity of archives**

The archives of the Bank shall be inviolable.

**Section 6**  
**Freedom of assets from restrictions**

To the extent necessary to carry out the operations provided for in this Agreement 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.

**Section 7**  
**Privilege for communications**

The official communications of the Bank shall be accorded by each member the same treatment that it accords to the official communications of other members.

**Section 8**  
**Immunities and privileges of officers and employees**

All governors, executive directors, alternates, officers and employees of 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 this immunity;
- (ii) Not being local nationals, shall be accorded the same immunities from immigration restrictions, alien registration requirements and national service obligations and the same facilities as regard exchange restrictions as are accorded by members to the representatives, officials, and employees of comparable rank of other members;
- (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.

**Section 9**  
**Immunities from taxation:**

- (a) The Bank, its assets, property, income and its operations and

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- transactions authorised by this Agreement, shall be immune from all taxation and from all customs duties. The Bank shall also be immune from liability for the collection or payment of any tax or duty;
- (b) No tax shall be levied on or in respect of salaries and emoluments paid by the Bank to executive directors, alternates, officials or employees of the Bank who are not local citizens, local subjects, or other local nationals;
  - (c) No taxation 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.
  - (d) No taxation 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.

**Section 10**  
**Application of Article**

Each member shall take such action as is necessary in its own territories for the purpose of making effective in terms of its own law the principles set forth in this Article and shall inform the Bank of the detailed action which it has taken.

**ARTICLE VIII**  
**AMENDMENTS**

- (a) Any proposal to introduce modifications in this Agreement, whether emanating from a member, a governor or the Executive Directors, shall be communicated to the Chairman of the Board of Governors who shall bring the proposal before the Board. If the proposed amendment is approved by the Board the Bank shall, by circular letter or telegram, ask all members whether they accept the proposed amendment. When three-fifths of the members, having four-fifths of the total voting power, have



- accepted the proposed amendments, the Bank shall certify the fact by formal communication addressed to all members;
- (b) Notwithstanding (a) above, acceptance by all members is required in the case of any amendment modifying:
    - (i) The right to withdraw from the Bank provided in Article VI, section 1;
    - (ii) The right secured by Article II, section 3(c);
    - (iii) The limitation on liability provided in Article II, section 6.
  - (c) Amendments shall enter into force for all members 3 months after the date of the formal communication unless a shorter period is specified in the circular letter or telegram.

**ARTICLE IX**  
**INTERPRETATION**

- (a) Any question of interpretation of the provisions of this Agreement arising between any member and the Bank or between any members of the Bank shall be submitted to the Executive Directors for their decision. If the question particularly affects any member not entitled to appoint an executive director, it shall be entitled to representation in accordance with Article V, section 4 (h);
- (b) In any case where the Executive Directors have given a decision under (a) above, any member may require that the question be referred to the Board of Governors, whose decision shall be final. Pending the result of the reference to the Board, the Bank may, so far as it deems necessary, act on the basis of the decision of the Executive Directors;
- (c) Whenever a disagreement arises between the Bank and a country which has ceased to be a member, or between the Bank and any member during the permanent suspension of the Bank, such disagreement shall be submitted to arbitration by a tribunal of 3 arbitrators, one appointed by the Bank, another by the country involved and an umpire who, unless the parties otherwise agree, shall be appointed by the President of the Permanent Court of International Justice or such other authority as may have been prescribed by regulation adopted by the Bank. The umpire shall have full power to settle all questions of procedure in any case where the parties are in disagreement with respect thereto.

**ARTICLE X**  
**APPROVAL DEEMED GIVEN**

Whenever the approval of any member is required before any act may be

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done by the Bank, except in Article VIII, 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.

**ARTICLE XI**  
**FINAL PROVISIONS**

**Section 1**  
**Entry into force**

This Agreement shall enter into force when it has been signed on behalf of governments whose minimum subscriptions comprise not less than 65 percent of the total subscriptions set forth in Schedule A and when the instruments referred to in section 2(a) of this Article have been deposited on their behalf, but in no event shall this Agreement enter into force before May 1, 1945.

**Section 2**  
**Signature:**

- (a) Each government on whose behalf this Agreement is signed shall deposit with the Government of the United States of America an instrument setting forth that it has accepted this Agreement in accordance with its law and has taken all steps necessary to enable it to carry out all of its obligations under this Agreement;
- (b) Each government shall become a member of the Bank as from the date of the deposit on its behalf of the instrument referred to in (a) above, except that no government shall become a member before this Agreement enters into force under section 1 of this Article;
- (c) The Government of the United States of America shall inform the governments of all countries whose names are set forth in Schedule A, and all governments whose membership is approved in accordance with Article II, section 1(b), of all signatures of this Agreement and of the deposit of all instruments referred to in (a) above;
- (d) At the time this Agreement is signed on its behalf, each government shall transmit to the Government of the United States of America one one-hundredth of one percent of the price of each share in gold or United States dollars for the purpose of meeting administrative expenses of the Bank. This payment shall be credited on account of the payment to be made in accordance with Article II, section 8(a). The Government of the United States of America shall hold such funds in a special

deposit account and shall transmit them to the Board of Governors of the Bank when the initial meeting has been called under section 3 of this Article. If this Agreement has not come into force by December 31, 1945, the Government of the United States of America shall return such funds to the governments that transmitted them;

- (e) This Agreement shall remain open for signature at Washington on behalf of the government of the countries whose names are set forth in Schedule A until December 31, 1945;
- (f) After December 31, 1945, this Agreement shall be open for signature on behalf of the Government of any country whose membership has been approved in accordance with Article II, section 1(b);
- (g) By their signature of this Agreement, all governments accept it both on their own behalf and in respect of all their colonies, overseas territories, all territories under their protection, suzerainty, or authority and all territories in respect of which they exercise a mandate;
- (h) In the case of governments whose metropolitan territories have been under enemy occupation, the deposit of the instrument referred to in (a) above may be delayed until 180 days after the date on which these territories have been liberated. If, however, it is not deposited by any such government before the expiration of this period, the signature affixed on behalf of that government shall become void and the portion of its subscription paid under (d) above shall be returned to it;
- (i) Paragraphs (d) and (h) shall come into force with regard to each signatory government as from the date of its signature.

### **Section 3**

#### **Inauguration of the Bank:**

- (a) As soon as this Agreement enters into force under section 1 of this Article, each member shall appoint a governor and the member to whom the largest number of shares is allocated in Schedule A shall call the first meeting of the Board of Governors;
- (b) At the first meeting of the Board of Governors, arrangements shall be made for the selection of provisional executive directors. The governments of the 5 countries, to which the largest number of shares are allocated in Schedule A, shall appoint provisional executive directors. If one or more of such governments have not become members, the executive directorships which they would be entitled to fill shall remain vacant until they become members, or until January 1, 1946, whichever is the earlier. Seven provisional executive directors shall be elected in

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- accordance with the provisions of Schedule B and shall remain in office until the date of the first regular election of executive directors which shall be held as soon as practicable after January 1, 1946;
- (c) The Board of Governors may delegate to the provisional executive directors any powers except those which may not be delegated to the Executive Directors;
- (d) the Bank shall notify members when it is ready to commence operations. DONE at Washington, in a single copy which shall remain deposited in the archives of the Government of the United States of America, which shall transmit certified copies to all governments whose names are set forth in Schedule A and to all governments whose membership is approved in accordance with Article II, section 1(b).

**SCHEDULE A****SUBSCRIPTIONS**

	(Millions of dollars)		(Millions of dollars)
Australia	200	India	400
Belgium	225	Iran	24
Bolivia	7	Iraq	6
Brazil	105	Liberia	.5
Canada	325	Luxembourg	10
Chile	35	Mexico	65
China	600	Netherlands	275
Colombia	35	New Zealand	50
Costa Rica	2	Nicaragua	.8
Cuba	35	Norway	50
Czechoslovakia	125	Panama	.2
*Denmark		Paraguay	.8
Dominican Republic	2	Peru	17.5
Ecuador	3.2	Philippine Com/Weal	15
Egypt	40	Poland	125
El Salvador	1	Union of S/Africa	100
Ethiopia	3	Union of Soviet	
France	450	Socialist	Republic
	1200		
Greece	25	United	Kingdom
	1300		

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Guatemala 3175	2	United States	
Haiti 10.5	2	Uruguay	
Honduras 10.5	1	Venezuela	
Iceland	1	Yugoslavia	40
<b>Total</b>	<b>9100</b>		

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*[\* The quota of Denmark shall be determined by the Bank after Denmark accepts membership in accordance with these Articles of Agreement]*

## **SCHEDULE B**

### **ELECTION OF EXECUTIVE DIRECTORS**

**1.** The election of the elective executive directors shall be by ballot of the Governors eligible to vote under Article V, section 4(b).

**2.** In balloting for the elective executive directors, each governor eligible to vote shall cast for one person all of the votes to which the member appointing him is entitled under section 3 of Article V. The 7 persons receiving the greatest number of votes shall be executive directors, except that no person who receives less than 14 percent of the total of the votes which can be cast (eligible votes) shall be considered elected.

**3.** When 7 persons are not elected on the first ballot, a second ballot shall be held in which the person who received the lowest number of votes shall be ineligible for election and in which there shall vote only (a) those governors who voted in the first ballot for a person not elected and (b) those governors whose votes for a person elected are deemed under 4 below to have raised the votes cast for that person above 15 percent of the eligible votes.

**4.** In determining whether the votes cast by a governor are to be deemed to have raised the total of any person above 15 percent of the eligible votes, the 15 percent shall be deemed to include, first, the

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votes of the governor casting the largest number of votes for such person, then the votes of the governor casting the next largest number, and so on until 15 percent is reached.

5.            Any governor, part of whose votes must be counted in order to raise the total of any person above 14 percent shall be considered as casting all of his or her votes for such person even if the total votes for such person thereby exceed 15 percent.

6.            If, after the second ballot, 7 persons have not been elected, further ballots shall be held on the same principles until 7 persons have been elected, provided that after 6 persons are elected, the 7th may be elected by a simple majority of the remaining votes and shall be deemed to have been elected by all such votes.

**THIRD SCHEDULE**

**ARTICLES OF AGREEMENT OF THE  
INTERNATIONAL FINANCE CORPORATION**

The Governments on whose behalf this Agreement is signed agree as follows:

**INTRODUCTORY ARTICLE**

The International Finance Corporation (hereinafter called the Corporation) is established and shall operate in accordance with the following provisions.

**ARTICLE 1**  
**PURPOSE**

The purpose of the Corporation is to further economic development by encouraging the growth of productive private enterprises in member countries, particularly in the less developed areas, thus supplementing the activities of the International Bank for Reconstruction and Development (hereinafter called the Bank). In carrying out this purpose, the Corporation shall:

- (i)            In association with private investors, assist in financing the establishment, improvement and expansion of productive private enterprises which would contribute to the development of its member countries by making investments, without guarantee of repayment by the member government concerned, in cases where sufficient private capital is not available on reasonable

- terms;
- (ii) Seek to bring together investment opportunities, domestic and foreign private capital, and experienced management; and
  - (iii) Seek to stimulate, and to help create conditions conducive to, the flow of private capital, domestic and foreign, into productive investment in member countries.

The Corporation shall be guided in all its decisions by the provisions of this Article.

## **ARTICLE II** **MEMBERSHIP AND CAPITAL**

### **Section 1** **Membership**

- (a) The original members of the corporation shall be those members of the Bank listed in Schedule A hereto which shall, on or before the date specified in Article IX, section 2(c), accept membership in the Corporation;
- (b) Membership shall be open to other members of the Bank at such times and in accordance with such terms as may be prescribed by the Corporation.

### **Section 2** **Capital Stock**

- (a) The authorised capital stock of the corporation shall be \$100,000,000, in terms of United States dollars;\*
- (b) The authorised capital stock shall be divided into 100,000 shares having a par value of US\$1,000 each. Any such shares not initially subscribed by original members shall be available for subsequent subscription in accordance with section 3(d) of this Article;
- (c) The amount of capital stock at any time authorised may be increased by the Board of Governors as follows:
  - (i) By a majority of the votes cast, in case such increase is necessary for the purpose of issuing shares of capital stock on initial subscription by members other than original members, provided that the aggregate of any increases authorised pursuant to this subparagraph shall not exceed 10,000 shares;
  - (ii) In any other case, by a three-fourths majority of the total voting power.
- (d) In cases of an increase authorised pursuant to paragraph (c)(ii) above, each member shall have a reasonable opportunity to

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subscribe, under such conditions as the Corporation shall decide, to a proportion of the increase of stock equivalent of the proportion which its stock theretofore subscribed bears to the total capital stock for the Corporation, but no member shall be obligated to subscribe to any part of the increased capital;

- (e) Issuance of shares of stock, other than those subscribed either on initial subscription or pursuant to paragraph (d) above, shall require a three-fourths majority of the total voting power;
- (f) Shares of stock of the Corporation shall be available for subscription only by and shall be issued only to, members.

*[\* On September 3, 1963, the authorised capital stock was increased to \$110,000,000, divided into 110,000 shares of \$1,000 each].*

**Section 3**  
**Subscriptions:**

- (a) Each original member shall subscribe to the number of shares of stock set forth opposite its name in Schedule A. The number of shares of stock to be subscribed by other members shall be determined by the Corporation;
- (b) Shares of stock initially subscribed by original members shall be issued at par;
- (c) The initial subscription of each original member shall be payable in full within 30 days after either the date on which the Corporation shall begin operations pursuant to Article IX, section 3(b), or the date on which such original member becomes a member, whichever shall be later, or at such date thereafter as the Corporation shall determine. Payment shall be made in gold or United States dollars in response to a call by the Corporation which shall specify the place or places of payment;
- (d) The price and other terms of subscription of shares of stock to be subscribed, otherwise than on initial subscription by original members, shall be determined by the Corporation.

**Section 4**  
**Limitation on Liability**

No member shall be liable, by reason of its membership, for obligations of the Corporation.

**Section 5**  
**Restriction on Transfers and Pledges of Shares**

Shares of stock shall not be pledged or encumbered in any manner whatever, and shall be transferable only to the Corporation.



**ARTICLE III**  
**OPERATIONS**

**Section 1**  
**Financing Operations:**

The Corporation may make investments of its funds in productive private enterprises in the territories of its members. The existence of a government or other public interest in such an enterprise shall not necessarily preclude the Corporation from making an investment therein.

**Section 2**  
**Forms of Financing\***

The Corporation may make investments of its funds in such form or forms as it may deem appropriate in the circumstances.

**[\*Original Text:**

- (a) The Corporation's financing shall not take the form of investments in capital stock. Subject to the foregoing, the Corporation may make investments of its funds in such form or forms as it may deem appropriate in the circumstances, including (but without limitation) investments according to the holder thereof the right to participate in earnings and the right to subscribe to, or to convert the investment into, capital stock;
- (b) The Corporation shall not itself exercise any right to subscribe to, or to convert any investment into, capital stock.]

**Section 3**  
**Operational Principles**

The operations of the Corporation shall be conducted in accordance with the following principles:

- (i) The Corporation shall not undertake any financing for which in its opinion sufficient private capital could be obtained on reasonable terms;
- (ii) The Corporation shall not finance an enterprise in the territories of any member if the member objects to such financing;
- (iii) The Corporation shall impose no conditions that the proceeds of any financing by it shall be spent in the territories of any particular country;
- (iv) The Corporation shall not assume responsibility for

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managing any enterprise in which it has invested and shall not exercise voting rights for such purpose or for any other purpose which, in its opinion, properly is within the scope of managerial control\*;

(v) The Corporation shall undertake its financing on terms and conditions which it considers appropriate, taking into account the requirements of the enterprise, the risks being undertaken by the corporation and the terms and conditions normally obtained by private investors for similar financing;

(vi) The Corporation shall seek to revolve its funds by selling its investments to private investors whenever it can appropriately do so on satisfactory terms;

(vii) The Corporation shall seek to maintain a reasonable diversification in its investments;

**[\*Original Text:**

(iv) The Corporation shall not assume responsibility for managing any enterprise in which it has invested.]

**Section 4  
Protection of Interests**

Nothing in this Agreement shall prevent the Corporation, in the event of actual or threatened default on any of its investments, actual or threatened insolvency of the enterprise in which such investment shall have been made, or other situations which, in the opinion of the Corporation, threaten to jeopardise such investment, from taking such action and exercising such rights as it may deem necessary for the protection of its interests.

**Section 5  
Applicability of certain foreign exchange restrictions**

Funds received by or payable to the Corporation in respect of an investment of the Corporation made in any member's territories pursuant to section 1 of this Article shall not be free, solely by reason of any provision of this Agreement, from generally applicable foreign exchange restrictions, regulations and controls in force in the territories of that member.

**Section 6  
Miscellaneous Operations**

In addition to the operations specified elsewhere in this Agreement, the

Corporation shall have the power to:

- (i) Borrow funds, and in that connection to furnish such collateral or other security therefore as it shall determine; provided, however, that before making a public sale of its obligations in the markets of a member, the Corporation shall have obtained the approval of that member and of the member in whose currency the obligations are to be denominated; if and so long as the corporation shall be indebted on loans from or guaranteed by the Bank, the total amount outstanding of borrowings incurred or guarantees given by the Corporation shall not be increased if, at the time or as a result thereof, the aggregate amount of debt (including the guarantee of any debt) incurred by the Corporation from any source and then outstanding shall exceed an amount equal to four times its unimpaired subscribed capital and surplus\*;
  - (ii) Invest funds not needed in its financing operations in such obligations as it may determine and invest funds held by it for pension or similar purposes in any marketable securities, all without being subject to the restrictions imposed by other sections of this Article;
  - (iii) Guarantee securities in which it has invested in order to facilitate their sale;
  - (iv) Buy and sell securities it has issued or guaranteed or in which it has invested;
  - (v) Exercise such other powers incidental to its business as shall be necessary or desirable in furtherance of its purposes
- [\*Last clause added by amendment effective September 1, 1965]

### **Section 7 Valuation of Currencies**

Whenever it shall become necessary under this Agreement to value any currency in terms of the value of another currency, such valuation shall be as reasonably determined by the Corporation after consultation with the International Monetary Fund.

### **Section 8 Warning to be placed on securities**

Every security issued or guaranteed by the Corporation shall bear on its face a conspicuous statement to the effect that it is not an obligation of the Bank or, unless expressly stated on the security, of any government.

### **Section 9**

**Political activity prohibited**

The Corporation and its officers 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 or members concerned. Only economic considerations shall be relevant to their decisions, and these considerations shall be weighed impartially in order to achieve the purposes stated in this Agreement.

**ARTICLE IV****ORGANISATION AND MANAGEMENT****Section 1****Structure of the Corporation**

The Corporation shall have a Board of Governors, a Board of Directors, a Chairman of the Board of Directors, a President and such other officers and staff to perform such duties as the Corporation may determine.

**Section 2****Board of Governors:**

- (a) All the powers of the Corporation shall be vested in the Board of Governors;
- (b) Each Governor and Alternate Governor of the Bank appointed by a member of the Bank which is also a member of the Corporation shall *ex officio* be a Governor or Alternate Governor, respectively, of the Corporation. No Alternate Governor may vote except in the absence of his or her principal. The Board of Governors shall select one of the Governors as Chairman of the Board of Governors. Any Governor or Alternate Governor shall cease to hold office if the member by which he was appointed shall cease to be a member of the Corporation;
- (c) The Board of Governors may delegate to the Board of Directors authority to exercise any of its powers, except the power to:
  - (i) Admit new members and determine the conditions for their admission;
  - (ii) Increase or decrease the capital stock;
  - (iii) Suspend a member;
  - (iv) Decide appeals from interpretations of this Agreement given by the Board of Directors;
  - (v) Make arrangements to co-operate with other international organisations (other than informal arrangements of a temporary and administrative character);

- (vi) Decide to suspend permanently the operations of the Corporation and to distribute its assets;
- (vii) Declare dividends;
- (viii) Amend this Agreement.
- (d) 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;
- (e) The annual meeting of the Board of Governors shall be held in conjunction with the annual meeting of the Board of Governors of the Bank;
- (f) A quorum for any meeting of the Board of Governors shall be a majority of the Governors, exercising not less than two-thirds of the total voting power;
- (g) The Corporation may by regulation establish a procedure whereby the Board of Directors may obtain a vote of the Governors on a specific question without calling a meeting of the Board of Governors;
- (h) The Board of governors, and the Board of Directors to the extent authorised, may adopt such rules and regulations as may be necessary or appropriate to conduct the business of the Corporation;
- (i) Governors and Alternate Governors shall serve as such without compensation from the Corporation.

**Section 3**  
**Voting**

- (a) Each member shall have 250 votes plus one additional vote for each share of stock held;
- (b) Except as otherwise expressly provided, all matters before the corporation shall be decided by a majority of the votes cast.

**Section 4**  
**Board of Directors:**

- (a) The Board of Directors shall be responsible for the conduct of the general operations of the corporation, and for this purpose shall exercise all the powers given to it by this Agreement or delegated to it by the Board of Governors;
- (b) The Board of Directors of the Corporation shall be composed *ex officio* of each Executive Director of the Bank who shall have been either:
  - (i) Appointed by a member of the Bank which is also a member of the Corporation, or
  - (ii) Elected in an election in which the votes of at least one

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member of the Bank which is also a member of the Corporation shall have counted toward his election. The Alternate to each such Executive Director of the Bank shall *ex officio* be an Alternate Director of the Corporation. Any Director shall cease to hold office if the member by which he was appointed, or if all the members whose votes counted toward his election, shall cease to be members of the Corporation.

- (c) Each Director who is an appointed Executive Director of the bank shall be entitled to cast the number of votes which the member by which he was so appointed is entitled to cast in the Corporation. Each Director who is an elected Executive Director of the Bank shall be entitled to cast the number of votes which the member or members of the Corporation whose votes counted toward his election in the Bank are entitled to cast in the Corporation. All the votes which a Director is entitled to cast shall be cast as a unit;
- (d) An Alternate Director shall have full power to act in the absence of the Director who shall have appointed him. When a Director is present, his Alternate may participate in meetings but shall not vote;
- (e) A quorum for any meeting of the Board of Directors shall be a majority of the directors exercising not less than one-half of the total voting power;
- (f) The Board of Directors shall meet as often as the business of the Corporation may require;
- (g) The Board of Governors shall adopt regulations under which a member of the Corporation not entitled to appoint an Executive Director of the Bank may send a representative to attend any meeting of the board of Directors of the Corporation when a request made by, or a matter particularly affecting, that member is under consideration.

**Section 5****Chairman, President and Staff:**

- (a) The President of the Bank shall be *ex officio* Chairman of the Board of Directors of the Corporation, 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 at such meeting;
- (b) The President of the Corporation shall be appointed by the Board of Directors on the recommendation of the Chairman. The President shall be chief of the operating staff of the Corporation. Under the direction of the Board of Directors and the general

supervision of the Chairman, he shall conduct the ordinary business of the Corporation and under their general control shall be responsible for the organisation, appointment and dismissal of the officers and staff. The President may participate in meetings of the Board of Directors but shall not vote at such meetings. The President shall cease to hold office by decision of the Board of Directors in which the Chairman concurs;

- (c) The President, officers and staff of the Corporation, in the discharge of their offices, owe their duty entirely to the Corporation and to no other authority. Each member of the Corporation 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;
- (d) Subject to the paramount importance of securing the highest standards of efficiency and of technical competence, due regard shall be paid, in appointing the officers and staff of the Corporation, to the importance of recruiting personnel on as wide a geographical basis as possible.

#### **Section 6 Relationship to the Bank**

- (a) The Corporation shall be an entity separate and distinct from the Bank and the funds of the Corporation shall be kept separate and apart from those of the Bank\*. The provisions of this section shall not prevent the Corporation from making arrangements with the Bank regarding facilities, personnel and services and arrangements for reimbursement of administrative expenses paid in the first instance by either organisation on behalf of the other;
- (b) Nothing in this Agreement shall make the Corporation liable for the acts or obligations of the Bank, or the Bank liable for the acts or obligations of the Corporation.

[\*Original Text included the following:

"The Corporation shall not lend to or borrow from the Bank."]

#### **Section 7 Relations with other International Organisations**

The Corporation, acting through the Bank, shall enter into formal arrangements with the United Nations and may enter into such arrangements with other public international organisations having specialised responsibilities in related fields.

#### **Section 8 Location of Officers**

The principal office of the Corporation shall be in the same locality as the

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principal office of the Bank. The Corporation may establish other offices in the territories of any member.

**Section 9**  
**Depositors**

Each member shall designate its central bank as a depository in which the Corporation may keep holdings of such member's currency or other assets of the Corporation or, if it has no central bank, it shall designate for such purpose such other institution as may be acceptable to the Corporation.

**Section 10**  
**Channel of Communication**

Each member shall designate an appropriate authority with which the Corporation may communicate in connection with any matter arising under this Agreement.

**Section 11**

**Publication of Reports and Provision of Information:**

- (a) The Corporation shall publish an annual report containing an audited statement of its accounts and shall circulate to members at appropriate intervals a summary statement of its financial position and a profit and loss statement showing the results of its operations;
- (b) The Corporation may publish such other reports as it deems desirable to carry out its purpose;
- (c) Copies of all reports, statements and publications made under this section shall be distributed to members.

**Section 12**  
**Dividends**

- (a) The Board of Governors may determine from time to time what part of the Corporation's net income and surplus, after making appropriate provision for reserves, shall be distributed as dividends;
- (b) Dividends shall be distributed *pro rata* in proportion to capital stock held by members;
- (c) Dividends shall be paid in such manner and in such currency or currencies as the Corporation shall determine.

**ARTICLE V**  
**WITHDRAWAL, SUSPENSION OF MEMBERSHIP,**  
**SUSPENSION OF OPERATIONS**



**Section 1**  
**Withdrawal by member**

Any member may withdraw from membership in the Corporation at any time by transmitting a notice in writing to the Corporation at its principal office. Withdrawal shall become effective upon the date such notice is received.

**Section 2**  
**Suspension of Membership:**

- (a) If a member fails to fulfill any of its obligations to the Corporation, the Corporation may suspend its membership by decision of a majority of the Governors, exercising a majority of the total voting power. The member so suspended shall automatically cease to be a member one year from the date of its suspension unless a decision is taken by the same majority to restore the member to good standing;
- (b) 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 obligations.

**Section 3**  
**Suspension or Cessation of Membership in the Bank**

Any member which is suspended from membership in, or ceases to be a member of, the Bank shall automatically be suspended from membership in, or cease to be a member of, the Corporation, as the case may be.

**Section 4**  
**Rights and Duties of Governments Ceasing to be Members:**

- (a) When a government ceases to be a member it shall remain liable for all amounts due from it to the Corporation. The Corporation shall arrange for the repurchase of such Government's capital stock as a part of the settlement of accounts with it in accordance with the provisions of this section, but the government shall have no other rights under this Agreement except as provided in this section and in Article VIII(c);
- (b) The Corporation and the government may agree on the repurchase of the capital stock of the government on such terms as may be appropriate under the circumstances, without regard to the provisions of paragraph (c) below. Such agreement may provide, among other things, for final settlement of all obligations of the Government to the Corporation;

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- (c) If such agreement shall not have been made within 6 months after the government ceases to be a member or such other time as the Corporation and such government may agree, the repurchase price of the government's capital stock shall be the value thereof shown by the books of the Corporation on the day when the government ceases to be a member. The repurchase of the capital stock shall be subject to the following condition:
- (i) Payments for shares of stock may be made from time to time, upon their surrender by the government, in such instalments, at such times and in such available currency or currencies as the Corporation reasonably determines, taking into account the financial position of the Corporation;
  - (ii) Any amount due to the government for its capital stock shall be withheld so long as the government or any of its agencies remains liable to the Corporation for payment of any amount and such amount may, at the option of the Corporation, be set off, as it becomes payable, against the amount due from the Corporation;
  - (iii) If the Corporation sustains a net loss on the investments made pursuant to Article III, section 1, and held by it on the date when the government ceases to be a member, and the amount of such loss exceeds the amount of the reserves provided therefor on such date, such government shall repay on demand the amount by which the repurchase price of its shares of stock would have been reduced if such loss had been taken into account when the repurchase price was determined.
- (d) In no event shall any amount due to a government for its capital stock under this section be paid until 6 months after the date upon which the government ceases to be a member. If within 6 months of the date upon which any government ceases to be a member the Corporation suspend operations under section 5 of this Article, all rights of such government shall be determined by the provisions of such section 5 and such government shall be considered still a member of the Corporation for purposes of such section 5, except that it shall have no voting rights.

**Section 5****Suspension of Operations and Settlement of Obligations:**

- (a) The Corporation may permanently suspend its operations by vote of a majority of the Governors exercising a majority of the total voting power. After such suspension of operations the

Corporation shall forthwith cease all activities, except those incidents to the orderly realisation, conservation and preservation of its assets and settlement of its obligations. Until final settlement of such obligations and distribution of such assets, the Corporation shall remain in existence and all mutual rights and obligations of the Corporation and its members shall be suspended or withdrawn and that no distribution shall be made to members except as in this section provided;

- (b) No distribution shall be made to members on account of their subscriptions to the capital stock of the Corporation until all liabilities to creditors shall have been discharged or provided for and until the Board of Governors, by vote of a majority of the Governors exercising a majority of the total voting power, shall have decided to make such distribution;
- (c) Subject to the foregoing, the Corporation shall distribute the assets of the Corporation to members *pro rata* in proportion to capital stock held by them, subject, in the case of any member, to prior settlement of all outstanding claims by the Corporation against such member. Such distribution shall be made at such times, in such currencies, and in cash or other assets as the Corporation shall deem fair and equitable. The shares distributed to the several members need not necessarily be uniform in respect of the type of assets distributed or of the currencies in which they are expressed;
- (d) Any member receiving assets distributed by the Corporation pursuant to this section shall enjoy the same rights with respect to such assets as the Corporation enjoyed prior to their distribution.

## ARTICLE VI

### STATUS, IMMUNITIES AND PRIVILEGES

#### Section 1

##### Purposes of Article:

To enable the Corporation to fulfill the functions with which it is entrusted, the status, immunities and privileges set forth in this Article shall be accorded to the Corporation in the territories of each member.

#### Section 2

##### Status of the Corporation

The Corporation shall possess full juridical personality and, in particular, the capacity:

- (i) To contract;

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- (ii)    To acquire and dispose of immovable and movable property;
- (iii)   To institute legal proceedings.

**Section 3**

**Position of the Corporation with regard to Judicial Process**

Actions may be brought against the Corporation only in a Court of competent jurisdiction in the territories of a member in which the Corporation has an office, as appointed an agent for the purpose of accepting service or notice of process, or has issued or guarantee securities. No actions shall, however, be brought by members or persons acting for or deriving claims from members. The property and assets of the Corporation 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 Corporation.

**Section 4**

**Immunity of Assets from Seizure**

Property and assets of the Corporation, wherever located and by whomsoever held, shall be immune from search, requisition, confiscation, expropriation or any other form of seizure by executive or legislative action.

**Section 5**

**Immunity of Archives**

The archives of the Corporation shall be inviolable.

**Section 6**

**Freedom of Assets from Restrictions**

To the extent necessary to carry out the operations provided for in this Agreement and subject to the provisions of Article III, section 5, and the other provisions of this Agreement, all property and assets of the Corporation shall be free from restrictions, regulations, controls and moratoria of any nature.

**Section 7**

**Privilege for Communications**

The official communications of the Corporation shall be accorded by each member the same treatment that it accords to the official communications of other members.

**Section 8**

All Governors, Directors, Alternates, officers and employees of the Corporation:

- (i) Shall be immune from legal process with respect to acts performed by them in their official capacity;
- (ii) Not being local nationals, shall be accorded the same immunities from immigration restrictions, alien registration requirements and national service obligations and the same facilities as regards exchange restrictions as are accorded by members to the representatives, officials, and employees of comparable rank of other members;
- (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.

**Section 9**  
**Immunities and Taxation:**

- (a) The Corporation, its assets, property, income and its operations and transactions authorised by this Agreement, shall be immune from all taxation and from all customs duties. The Corporation shall also be immune from liability for the collection or payment of any tax or duty;
- (b) No tax shall be levied on or in respect of salaries and emoluments paid by the Corporation to Directors, Alternate, officials or employees of the Corporation who are not local citizens, local subjects, or other local nationals;
- (c) No taxation of any kind shall be levied on any obligation or security issued by the Corporation (including any dividend or interest thereon) by whomsoever held:
  - (i) Which discriminates against such obligation or security solely because it is issued by the Corporation;
  - 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 Corporation.
- (d) No taxation of any kind shall be levied on any obligation or security guaranteed by the corporation (including any dividend or interest thereon) by whomsoever held:
  - (i) Which discriminates against such obligation or security solely because it is guaranteed by the Corporation; or
  - (ii) If the sole jurisdictional basis for such taxation

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is the location of any office or place of business maintained by the Corporation.

**Section 10  
Application of Article**

Each member shall take such action as is necessary in its own territories for the purpose of making effective on terms of its own law the principle set forth in this Article and shall inform the Corporation of the detailed action which it has taken.

**Section 11  
Waiver**

The Corporation in its discretion may waive any of the privileges and immunities conferred under this Article to such extent and upon such conditions as it may determine.

**ARTICLE VII  
AMENDMENTS**

- (a) This Agreement may be amended by vote of three-fifths of the Governors exercising four-fifths of the total voting power;
- (b) Notwithstanding paragraph (a) above, the affirmative vote of all Governors is required in the case of any amendment modifying:
  - (i) The right to withdraw from the Corporation provided in Article V, section 1;
  - (ii) The pre-emptive right secured by Article II, section 2(d);
  - (iii) The limitation on liability provided in Article II, section 4.
- (c) Any proposal to amend this Agreement, whether emanating from a member, a Governor 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 duly adopted, the Corporation shall so certify by formal communication addressed to all members. Amendments shall enter into force for all members 3 months after the date of the formal communication unless the Board of Governors shall specify shorter period.

**ARTICLE VIII  
INTERPRETATION AND ARBITRATION**

- (a) Any question of interpretation of the provisions of this

Agreement arising between any member and the Corporation or between any members of the Corporation shall be submitted to the Board of Directors for its decision. If the question particularly affects any member of the Corporation not entitled to appoint an Executive Director of the Bank, it shall be entitled to representation in accordance with Article IV, section 4(g);

- (b) In any case where the Board of Directors has given a decision under (a) above, any member may require that the question be referred to the Board of Governors, whose decision shall be final. Pending the result of the reference to the Board of Governors, the Corporation may, so far as it deems necessary, act on the basis of the decision of the Board of Directors;
- (c) Whenever a disagreement arises between the Corporation and a country which has ceased to be a member, or between the Corporation and any member during the permanent suspension of the Corporation, such disagreement shall be submitted to arbitration by a tribunal of 3 arbitrators, one appointed by the Corporation, another by the country involved an umpire who, unless the parties otherwise agree, shall be appointed by the President of the International Court of Justice or such other authority as may have been prescribed by regulation adopted by the Corporation. The umpire shall have full power to settle all questions of procedure in any case where the parties are in disagreement with the respect thereto.

## **ARTICLE IX** **FINAL PROVISIONS**

### **Section 1** **Entry into Force**

This Agreement shall enter into force when it has been signed on behalf of not less than 30 governments whose subscriptions comprise not less than 75 percent of the total subscriptions set forth in Schedule A and when the instruments referred to in section 2(a) of this Article have been deposited on their behalf, but in no event shall this Agreement enter into force before October 1, 1955.

### **Section 2** **Signature:**

- (a) Each government on whose behalf this Agreement is signed shall deposit with the Bank an instrument setting forth that it has accepted this Agreement without reservation in accordance with its law and has taken all steps necessary to enable it to carry out all of its obligations under this Agreement;

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- (b) Each government shall become a member of the Corporation as from the date of the deposit on its behalf of the instrument referred to in paragraph (a) above except that no government shall become a member before this Agreement enters into force under section 1 of this Article;
- (c) This Agreement shall remain open for signature until the close of business on December 31, 1956, at the principal office of the Bank on behalf of the governments of the countries whose names are set forth in Schedule A;
- (d) After this Agreement shall have entered into force, it shall be open for signature on behalf of the government of any country whose membership has been approved pursuant to Article II, section 1(b).

**Section 3**

**Inauguration of the Corporation:**

- (a) As soon as this Agreement enters into force under section 1 of this Article the Chairman of the Board of Directors shall call a meeting of the Board of Directors;
- (b) The Corporation shall begin operations on the date when such meeting is held;
- (c) Pending the first meeting of the Board of Governors, the Board of Directors may exercise all the powers of the Board of Governors except those reserved to the Board of Governors under this Agreement.

**DONE** at Washington, in a single copy which shall remain deposited in the archives of the International Bank for Reconstruction and Development, which has indicated by its signature below its agreement to act as depository of this Agreement and to notify all governments whose names are set forth in Schedule A of the date when this Agreement shall enter into force under Article IX, section 1 hereof.

**SCHEDULE A**

**SUBSCRIPTION TO CAPITAL STOCK OF THE  
INTERNATIONAL FINANCE CORPORATION**

<b>Country</b>	<b>Number of Shares</b>	<b>Amount (in United States dollars)</b>
Australia	2,215	2,215,000
Austria	554	554,000



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Belgium	2,492	2,492,000
Bolivia	78	78,000
Brazil	1,163	1,163,000
Burma	166	166,000
Canada	3,600	3,600,000
Ceylon	166	166,000
Chile	388	388,000
China	6,646	6,646,000
Colombia	388	388,000
Costa Rica	22	22,000
Cuba	388	388,000
Denmark	753	753,000
Dominican Republic	22	22,000
Ecuador	35	35,000
Egypt	590	590,000
El Salvador	11	11,000
Ethiopia	33	33,000
Finland	421	421,000
France	5,815	5,815,000
Germany	3,655	3,655,000
Greece	277	277,000
Guatemala	22	22,000
Haiti	22	22,000
Hondura	11	11,000
Iceland	11	11,000
India	4,431	4,431,000
Indonesia	1,218	1,218,000
Iran	372	372,000
Iraq	67	67,000
Israel	50	50,000
Italy	1,994	1,994,000
Japan	2,769	2,769,000
Jordan	33	33,000
Lebanon	50	50,000
Luxembourg	111	111,000
Mexico	720	720,000
Netherlands	3,046	3,046,000
Nicaragua	9	9,000
Norway	554	554,000
Pakistan	1,108	1,108,000
Panama	2	2,000

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Paraguay	16	16,000
Peru	194	194,000
Philippines	166	166,000
Sweden	1,108	1,108,000
Syria	72	72,000
Thailand	139	139,000
Turkey	476	476,000
Union of South Africa	1,108	1,108,000
United Kingdom	14,400	14,400,000
United States	35,168	35,168,000
Uruguay	116	116,000
Venezuela	116	116,000
Yugoslavia	443	443,000
<b>Total</b>	<b>100,000</b>	<b>\$100,000,000</b>
	=====	=====

**FOURTH SCHEDULE**  
(Sections 2,8,9.)

**ARTICLES OF AGREEMENT OF THE  
INTERNATIONAL DEVELOPMENT ASSOCIATION**

The Governments on whose behalf this Agreement is signed.

Considering:

- a. That mutual co-operation for constructive economic purposes healthy development of the world economy and balanced growth of international trade foster international relationships conducive to the maintenance of peace and world prosperity;
- b. That an acceleration of economic development which will promote higher standards of living and economic and social progress in the less-developed countries is desirable not only in the interests of those countries but also in the interests of the international community as a whole;
- c. That achievement of these objectives would be facilitated by an increase in the international flow of capital, public and private, to assist in the development of the resources of the less-developed countries, do hereby agree as follows:

**INTRODUCTORY ARTICLE**

The International Development Association (hereinafter called "the Association") is established and shall operate in accordance with the

following provisions:

**ARTICLE I**  
**PURPOSES**

The purposes of the Association are to promote economic development, increase productivity and thus raise standards of living in the less-developed areas of the world included within the Associations membership, in particular by providing finance to meet their important developmental requirements on terms which are more flexible and bear less heavily on the balance of payments than those of conventional loans, thereby furthering the developmental objectives of the International Bank for Reconstruction and Development (hereinafter called "the Bank") and supplementing its activities.

The Association shall be guided in all its decisions by the provisions of this Article.

**ARTICLE II**  
**MEMBERSHIP: INITIAL SUBSCRIPTIONS**

**Section 1**  
**Membership:**

- (a) The original members of the Association shall be those members of the Bank listed in Schedule A hereto, which, on or before the date specified in Article XI, section 2(c), accept membership in the Association;
- (b) Membership shall be open to other members of the Bank at such times and in accordance with such terms as the Association may determine.

**Section 2**  
**Initial Subscription:**

- (a) Upon accepting membership, each member shall subscribe funds in the amount assigned to it. Such subscriptions are herein referred to as initial subscriptions;
- (b) The initial subscription assigned to each original member shall be in the amount set forth opposite its name in Schedule A, expressed in terms of United States dollars of the weight and fineness in effect on January 1, 1960;
- (c) Ten percent of the initial subscription of each original member shall be payable in gold or freely convertible currency as follows: 50 percent within 30 days after the date on which the Association

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shall begin operations pursuant to Article XI, section 4, or on the date on which the original member becomes a member, whichever shall be later; 12,1/2 percent one year after the beginning of operations of the Association; and 12,1/2 percent each year thereafter at annual intervals until the 10 percent portion of the initial subscription shall have been paid in full;

- (d) The remaining 90 percent of the initial subscription of each regional member shall be payable in gold or freely convertible currency in the case of members listed in Part I of Schedule A, and in the currency of the subscribing member in the case of members listed in Part II of Schedule A. This 90 percent portion of initial subscriptions of original members shall be payable in 5 equal annual instalments as follows: the first such instalment within 30 days after the date on which the Association shall begin operations pursuant to Article XI, section 4, or on the date on which the original member becomes a member, whichever shall be later; the second instalment one year after the beginning of operations of the association and succeeding instalments each year thereafter at annual intervals until the 90 percent portion of the initial subscription shall have been paid in full;
- (e) The Association shall accept from any member, in place of any part of the member's currency paid in or payable by the member under the preceding subsection (d) or under section 2 of Article IV, and not needed by the Association in its operations, notes or similar obligations issued by the government of the member or the depository designated by such member, which shall be non-negotiable, non-interest-bearing and payable at their par value on demand to the account of the Association in the designated depository;
- (f) For the purposes of this Agreement the Association shall regard as "freely convertible currency":
  - (i) Currency of a member which the Association determines, after consultation with the International Monetary Fund, is adequately convertible into the currencies of other members for the purposes of the Association's operations; or
  - (ii) Currency of a member which such member agrees, on terms satisfactory to the Association, to exchange for the currencies of other members for the purposes of the Association's operations.
- (g) Except as the Association may otherwise agree, each member listed in Part I of Schedule A shall maintain, in respect of its currency paid in by it as convertibility as existed at the time of payment;
- (h) The conditions on which the initial subscriptions of members

other than original members may be made, and the amounts and the terms of payment thereof, shall be determined by the Association pursuant to section 1(b) of this Article.

**Section 3**  
**Limitation on Liability**

No member shall be liable, by reason of its membership, for obligations of the Association.

**Section 1**  
**Additional Subscription:**

- (a) The Association shall at such time as it deems appropriate in the light of the schedule for completion of payments on initial subscriptions of original members, and at intervals of approximately 5 years thereafter, review the adequacy of its resources and, if it deems desirable, shall authorise a general increase in subscriptions. Notwithstanding the foregoing, general or individual increase in subscriptions may be authorised at any time, provided that an individual increase shall be considered only at the request of the member involved. Subscriptions pursuant to this section are herein referred to as additional subscriptions;
- (b) Subject to the provisions of paragraph (c) below, when additional subscriptions are authorised, the amounts authorised for subscription and the terms and conditions relating thereto shall be as determined by the Association;
- (c) When any additional subscription is authorised, each member shall be given an opportunity to subscribe, under such conditions as shall be reasonably determined by the Association, an amount which will enable it to maintain its relative voting power, but no member shall be obligated to subscribe;
- (d) All decisions under this section shall be made by a two-thirds majority of the total voting power.

**Section 2**  
**Supplementary Resources Provided by a Member  
in the Currency of Another Member**

- (a) The Association may enter into arrangements, on such terms and conditions consistent with the provisions of this Agreement as may be agreed upon to receive from any member, in addition to the amounts payable by such member on account of its initial or any additional subscription, supplementary resources in the

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- currency of another member, provided that the Association shall not enter into any such arrangement unless the Association is satisfied that the member whose currency is involved agrees to the use of such currency as supplementary resources and to the terms and conditions governing such use. The arrangements under which any such resources are received may include provisions regarding the disposition of earnings on the resources and regarding the disposition of the resources in the event that the member providing them cease to be a member or the Association permanently suspends its operations;
- (b) The Association shall deliver to the contributing member a Special Development Certificate setting forth the amount and currency of the resources so contributed and the terms and conditions of the arrangement relating to such resources. A Special Development Certificate shall not carry any voting rights and shall be transferable on to the Association;
- (c) Nothing in this section shall preclude the Association from accepting resources from a member in its own currency on such terms as may be agreed upon.

**ARTICLE IV**  
**CURRENCIES**

**Section 1**  
**Use of Currencies:**

- (a) Currency of any member listed in Part II of Schedule A, whether or not freely convertible, received by the Association pursuant to Article II, section 2(d), in payment of the 90 percent portion payable thereunder in the currency of such member, and currency of such member derived therefrom as principal interest or other charges, may be used by the Association for administrative expense incurred by the Association in the territories of such member and insofar as consistent with sound monetary policies, in payment for goods and services produced in the territories of such member and required for projects financed by the Association and located in such territories; and in addition when and to the extent justified by the economic and financial situation of the member concerned as determined by agreement between the member and the Association, such currency shall be freely convertible or otherwise usable for projects financed by the Association and located outside the territories of the member;
- (b) the usability of currencies received by the Association in payment of subscriptions other than initial subscriptions of

- original members, and currencies derived therefrom as principal, interest or other charges, shall be governed by the terms and conditions on which such subscriptions are authorised;
- (c) The usability of currencies received by the association as supplementary resources other than subscriptions, and currencies derived therefrom as principal, interest or other charges, shall be governed by the terms of the arrangements pursuant to which such currencies are received;
  - (d) All other currencies received by the Association may be freely used and exchanged by the Association and shall not be subject to any restriction by the member whose currency is used or exchanged; provided that the foregoing shall not preclude the Association from entering into any arrangements with the member in whose territories any project financed by the Association is located restricting the use by the Association of such member's currency received as principal, interest or other charges in connection with such financing;
  - (e) The Association shall take appropriate steps to ensure that, over reasonable intervals of time, the portions of the subscriptions paid under Article II, section 2(d), by members listed in Part I of Schedule A shall be used by the Association on an approximately *pro rata* basis, provided, however, that such portions of such subscriptions as are paid in gold or in currency other than that of the subscribing member may be used more rapidly.

## **Section 2**

### **Maintenance of Value of Currency Holdings:**

- (a) Whenever the par value of a member's currency is reduced or the foreign exchange value of a member's currency has, in the opinion of the Association, depreciated to a significant extent within that member's territories, the member shall pay to the Association within a reasonable time an additional amount of its own currency sufficient to maintain the value, as of the time of subscription, of the amount of the currency of such member paid into the Association by the member under Article II, section 2(d), and currency furnished under the provisions of the present paragraph, whether or not such currency is held in the form of notes accepted pursuant to Article II, section 2(e), provided, however, that the foregoing shall apply only so long as and to the extent that such currency shall not have been initially disbursed or exchanged for the currency of another member;
- (b) Whenever the par value of a member's currency is increased, or the foreign exchange value of a member's currency has, in the opinion of the Association, appreciated to a significant extent

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- within that members territories the Association shall return to such member within a reasonable time an amount of that member's currency equal to the increase in the value of the amount of such currency to which the provisions of paragraph (a) of this section are applicable;
- (c) The provisions of the preceding paragraphs may be waived by the Association when a uniform proportionate change in the par value of the currencies of all its members is made by the International Monetary Fund.
  - (d) Amounts furnished under the provisions of paragraph (a) of this section to maintain the value of any currency shall be convertible and usable to the same extent as such currency.

**ARTICLE V**  
**OPERATIONS**

**Section 1**

**Use of Resources and Conditions of Financing:**

- (a) The Association shall provide financing to further development in the less-developed areas of the world included within the Association's membership;
- (b) Financing provided by the Association shall be for purposes which in the opinion of the Association are of high developmental priority in the light of the needs of the area or areas concerned and, except in special circumstances, shall be for specific projects;
- (c) The Association shall not provide financing if in its opinion such financing is available from private sources on terms which are reasonable for the recipient or could be provided by a loan of the type made by the Bank;
- (d) The Association shall not provide financing except upon the recommendation of a competent committee, made after a careful study of the merits of the proposal. Each such committee shall be appointed by the Association and shall include a nominee of the Governor or Governors representing the member or members in whose territories the project under consideration is located and one or more members of the technical staff of the Association. The requirement that the committee include the nominee of a Governor or Governors shall not apply in the case of financing provided to a public international or regional organisation;
- (e) The Association shall not provide financing for any project if the member in whose territories the project is located objects to such financing, except that it shall not be necessary for the Association to assure itself that individual members do not object in the case



- of financing provided to a public international or regional organisation;
- (f) The Association shall impose no conditions that the proceeds of its financing shall be spent in the territories of any particular member or members. The foregoing shall not preclude the Association from complying with any restrictions on the use of funds imposed in accordance with the provisions of these Articles, including restrictions attached to supplementary resources pursuant to agreement between the Association and the contributor;
  - (g) The Association shall make arrangements to ensure that the proceeds of any financing are used only for the purposes for which the financing was provided, with due attention to considerations of economy, efficiency and competitive international trade and without regard to political or other non-economic influences or considerations;
  - (h) Funds to be provided under any financing operation shall be made available to the recipient only to meet expenses in connection with the project as they are actually incurred.

## **Section 2**

### **Form and Terms of Financing:**

- (a) Financing by the Association shall take the form of loans. The Association may, however, provide other financing, either:
  - (i) Out of funds subscribed pursuant to Article III, section 1, and funds derived therefrom as principal, interest or other charges, if the authorisation for such subscriptions expressly provides for such financing; or
  - (ii) In special circumstances, out of supplementary resources furnished to the Association, and funds, derived therefrom as principal, interest or other charges if the arrangements under which such resources are furnished expressly authorise such financing.
- (b) Subject to the foregoing paragraph, the Association may provide financing in such forms and on such terms as it may deem appropriate, having regard to the economic position and prospects of the area or areas concerned and to the nature and requirements of the project;
- (c) The Association may provide financing to a member, the government of a territory included within the Association's membership, a political sub-division of any of the foregoing, a public, or private entity in the territories of a member or members or to a public international or regional organisation;
- (d) In the case of a loan to an entity other than a member, the

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- Association may, in its discretion, require a suitable governmental or other guarantee or guarantees;
- (e)    The Association, in special cases, may make foreign exchange available for local expenditures.

**Section 3**  
**Modifications of Terms of Financing**

The Association, when and to the extent it deems appropriate in the light of all relevant circumstances, including the financial and economic situation and prospects of the member concerned, and on such conditions as it may determine, agree to a relaxation or other modification of the terms on which any of its financing shall have been provided.

**Section 4**  
**Co-operation with Other International Organisations and Members Providing Development Assistance**

The Association shall co-operate with those public international organisations and members which provided financial and technical assistance to the less-developed areas of the world.

**Section 5**  
**Miscellaneous Operations**

In addition to the operations specified elsewhere in this Agreement, the Association may:

- (i)    Borrow funds with the approval of the member in whose currency the loan is denominated;
- (ii)    Guarantee securities in which it has invested in order to facilitate their sale;
- (iii)    Buy and sell securities it has issued or guaranteed or in which it has invested;
- (iv)    In special guarantee loans from other sources for purposes not inconsistent with the provisions of these Articles;
- (v)    Provide technical assistance and advisory services at the request of a member; and
- (vi)    Exercise such other powers incidental to its operations as shall be necessary or desirable in furtherance of its purposes.

**Section 6**  
**Political Activity Prohibited**

The Association and its officers 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 or members concerned. Only economic considerations shall be relevant to their decisions, and these considerations shall be weighed impartially in order to achieve the purposes stated in this Agreement.

## **ARTICLE VI** **ORGANISATION AND MANAGEMENT**

### **Section 1** **Structure of the Association**

The Association shall have a Board of Governors, Executive Directors, a President and such other officers and staff to perform such duties as the Association may determine.

### **Section 2** **Board of Governors:**

- (a) All the powers of the Association shall be vested in the Board of Governors;
- (b) Each Governor and Alternate Governor of the Bank appointed by a member of the Bank which is also a member of the Association shall *ex officio* be a Governor and Alternate Governor, respectively of the Association. No Alternate Governor may vote except in the absence of his principal. The Chairman of the Board of Governors of the Bank shall *ex officio* be Chairman of the Board of Governors of the Association except that if the Chairman of the Board of Governors of the Bank shall represent a state which is not a member of the Association then the Board of Governors shall select one of the Governors as Chairman of the Board of Governors. Any Governor or Alternate Governor shall cease to hold office if the member by which he was appointed shall cease to be a member of the Association;
- (c) The Board of Governors may delegate to the Executive Directors authority to exercise any of its powers, except the power to:
  - (i) Admit new members and determine the conditions of their admission;
  - (ii) Authorise additional subscriptions and determine the terms and conditions relating thereto;
  - (iii) Suspend a member;
  - (iv) Decide appeals from interpretations of this agreement given by the Executive Directors;
  - (v) Make arrangements pursuant to section 7 of this Article to co-operate with other international organisations

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- (other than informal arrangements of a temporary and administrative character);
- (vi) Decide to suspend permanently the operations of the Association and to distribute its assets;
  - (vii) Determine the distribution of the Association's net income pursuant to section 12 of this Article; and
  - (viii) Approve proposed amendments to this Agreement.
- (d) 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 Executive Directors;
  - (e) The annual meeting of the Board of Governors shall be held in conjunction with the annual meeting of the Board of Governors of the Bank;
  - (f) A quorum for any meeting of the Board of Governors shall be a majority of the Governors, exercising not less than two-thirds of the total voting power;
  - (g) The Association may by regulation establish a procedure whereby the Executive Directors may obtain a vote of the Governors on a specific question without calling a meeting of the Board of Governors;
  - (h) The Board of Governors, and the Executive Directors to the extent authorised, may adopt such rules and regulations as may be necessary or appropriate to conduct the business of the Association;
  - (i) Governors and Alternate Governors shall serve as such without compensation from the Association.

**Section 3  
Voting**

- (a) Each original member shall, in respect of its initial subscription, have 500 votes plus one additional vote for each \$5,000 of its initial subscription. Subscriptions other than initial subscriptions of original members shall carry such voting rights as the Board of Governors shall determine pursuant to the provisions of Article II, section 1(b) or Article III, section 1(b) and (c), as the case may be. Additions to resources other than subscription under Article II, section 1(b), and additional subscriptions under Article III, section 1 shall not carry voting rights;
- (b) Except as otherwise specifically provided, all matters before the Association shall be decided by a majority of the votes cast.

**Section 4  
Executive Directors:**

- (a) The Executive directors shall be responsible for the conduct of the general operations of the Association, and for this purpose shall exercise all the powers given to them by this Agreement or delegated to them by the Board of Governors;
- (b) The Executive Directors of the Association shall be composed *ex officio* of each Executive Director of the Bank who shall have been (i) appointed by a member of the Bank which is also a member of the Association or (ii) elected in an election in which the votes of at least one member of the Bank which is also a member of the Association shall have counted toward his or her election. The Alternate to each such Executive Director of the Bank shall *ex officio* be an Alternate Director of the Association. Any Director shall cease to hold office if the member by which he was appointed, or if all the members whose votes counted toward his or her election, shall cease to be members of the Association;
- (c) Each Director who is an appointed Executive Director of the Bank shall be entitled to cast the number of votes which the member by which he was appointed is entitled to cast in the Association. Each Director who is an elected Executive Director of the Bank shall be entitled to cast the number of votes which the member or members of the Association whose votes counted toward his or her election in the Bank are entitled to cast in the Association. All the votes which a Director is entitled to cast shall be cast as a unit;
- (d) An Alternate Director shall have full power to act in the absence of the Director who shall have appointed him. When a Director is present, his or her Alternate may participate in meetings but shall not vote;
- (e) A quorum for any meeting of the Executive Directors shall be a majority of the Directors exercising not less than one-half of the total voting power;
- (f) The Executive Directors shall meet as often as the business of the Association may require;
- (g) The Board of Governors shall adopt regulations under which a member of the Association not entitled to appoint an Executive Director of the Bank may send a representative to attend any meeting of the Executive Directors of the Association when a request made by, or a matter particularly affecting, that member is under consideration.

### **Section 5**

#### **President and Staff:**

- (a) The President of the Bank shall be *ex officio* President of the Association. The President shall be Chairman of the Executive

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Directors of the Association 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 at such meetings;

- (b) The President shall be chief of the operating staff of the Association. Under the direction of the Executive Directors he shall conduct the ordinary business of the Association and under their general control shall be responsible for the organisation, appointment and dismissal of the officers and staff. To the extent practicable, officers and staff of the Bank shall be appointed to serve concurrently as officers and staff of the Association;
- (c) The President, officers and staff of the Association, in the discharge of their offices, owe their duty entirely to the Association and to no other authority. Each member of the Association shall respect the international character of his or her duty and shall refrain from all attempts to influence any of them in the discharge of their duties;
- (d) In appointing officers and staff the President shall, subject to the paramount importance of securing the highest standards of efficiency and of technical competence, pay due regard to the importance of recruiting personnel on as wide a geographical basis as possible.

**Section 6****Relationship to the Bank:**

- (a) The Association shall be an entity separate and distinct from the Bank and the funds of the Association shall be kept separate and apart from those of the Bank. The Association shall not borrow from or lend to the Bank, except that this shall not preclude the Association from investing funds not needed in its financing operations in obligations of the Bank;
- (b) The Association may make arrangements with the Bank regarding facilities, personnel and services and arrangements for reimbursement of administrative expenses paid in the first instance by either organisation on behalf of the other;
- (c) Nothing in this Agreement shall make the Association liable for the acts or obligations of the Bank, or the Bank liable for the acts or obligations of the Association.

**Section 7****Relations with Other International Organisations**

The Association shall enter into formal arrangements with the United Nations and may enter into such arrangements with other public

international organisations having specialised responsibilities in related fields.

### **Section 8 Location of Offices**

The principal office of the Association shall be the principal office of the Bank. The Association may establish other offices in the territories of any member.

### **Section 9 Depositories**

Each member shall designate its central bank as a depository in which the Association may keep holdings of such member's currency or other assets of the Association, or, if it has no central bank it shall designate for such purpose such other institution as may be acceptable to the Association. In the absence of any different designation, the depository designated for the Bank shall be the depository for the Association.

### **Section 10 Channel of Communication**

Each member shall designate an appropriate authority with which the Association may communicate in connection with any matter arising under this Agreement. In the absence of any different designation, the channel of communication designated for the Bank shall be the channel for the Association.

### **Section 11 Publication of Reports and Provision of Information:**

- (a) The association shall publish an annual report containing an audited statement of its accounts and shall circulate to members at appropriate intervals a summary statement of its financial position and of the results of its operations;
- (b) The Association may publish such other reports as it deems desirable to carry out its purposes;
- (c) Copies of all reports, statements and publications made under this section shall be distributed to members.

### **Section 12 Disposition of Net Income**

The Board of Governors shall determine from time to time the disposition

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of the Association's net income, having due regard to provision for reserves and contingencies.

**ARTICLE VII**  
**WITHDRAWAL SUSPENSION OF MEMBERSHIP**  
**SUSPENSION OF OPERATIONS**

**Section 1**  
**Withdrawal by Members**

Any member may withdraw from membership in the Association at any time by transmitting a notice in writing to the Association at its principal office. Withdrawal shall become effective upon the date such notice is received.

**Section 2**  
**Suspension of Membership:**

- (a) If a member fails to fulfill any of its obligations to the Association, the Association may suspend its membership by decision of a majority of the Governors, exercising a majority of the total voting power. The member so suspended shall automatically cease to be a member one year from the date of its suspension unless a decision is taken by the same majority to restore the member to good standing;
- (b) 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 obligations.

**Section 3**  
**Suspension or Cessation of Membership in the Bank**

Any member which is suspended from membership in, or ceases to be a member of the Bank shall automatically be suspended from membership in, or ceases to be a member of the Association, as the case may be.

**Section 4**  
**Rights and Duties of Governments Ceasing to be Members:**

- (a) When a government ceases to be a member, it shall have no rights under this Agreement except as provided in this section and in Article X(c), but it shall, except as in this section otherwise provided, remain liable for all financial obligations undertaken by it to the Association, whether as a member, borrower, guarantor or otherwise;
- (b) When a government ceases to be a member, the Association and



the Government shall proceed to a settlement of accounts. As part of such settlement of accounts, the Association and the government may agree on the amounts to be paid to the government on account of its subscription and on the time and currencies of payment. The term "subscription" when used in relation to any member government shall for the purposes of this Article be deemed to include both the initial subscription and any additional subscription of such member government;

(c) If no such agreement is reached within 6 months from the date when the government ceased to be a member, or such other time as may be agreed upon by the Association and the government, the following provisions shall apply:

(i) The government shall be relieved of any further liability to the Association on account of its subscription, except that the government shall pay to the Association forthwith amounts due and unpaid on the date when the government ceased to be a member and which in the opinion of the Association are needed by it to meet its commitments as of that date under its financing operating;

(ii) The Association shall return to the government funds paid in by the government on account of its subscription or derived therefrom as principal repayments and held by the Association on the date when the government ceased to be a member, except to the extent that in the opinion of the Association such funds will be needed by it to meet its commitments as of that date under its financing operations;

(iii) The Association shall pay over to the government a *pro rata* share of all principal repayments received by the Association after the date on which the government ceases to be a member on loans contracted prior thereto, except those made out of supplementary resources provided to the Association under arrangements specifying special liquidation rights. Such share shall be such proportion of the total principal amount of such loans as the total amount paid by the government on account of its subscription and not returned to its pursuant to clause (ii) above shall bear to the total amount paid by all members on account of their subscriptions which shall have been used or in the opinion of the Association will be needed by it to meet its commitments under its financing operations as of the date on which the government ceases to be a member. Such payment by the Association shall be made in

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instalments when and as such principal repayments are received by the Association, but not more frequently than annually. Such instalments shall be paid in the currencies received by the Association except that the Association may in its discretion make payment in the currency of the government concerned;

- (iv) Any amount due to the government on account of its subscription may be withheld so long as that or the government of any territory included within its membership, or any political subdivision or any agency of any of the foregoing remains liable, as borrower or guarantor, to the Association, and such amount may, at the option of the Association, be applied against any such liability as it matures;
  - (v) In no event shall the government receive under this paragraph (c) an amount exceeding, in the aggregate, the lesser of the 2 following: (a) the amount paid by the government on account of its subscription, or (b) such proportion of the net assets of the Association, as shown on the books of the Association as of the date on which the government ceased to be a member, as the amount of its subscription shall bear to the aggregate amount of the subscriptions of all members;
  - (vi) All calculations required hereunder shall be made on such basis as shall be reasonably determined by the Association.
- (d) In no event shall any amount due to a government under this section be paid until 6 months after the date upon which the government ceases to be a member. If within 6 months of the date upon which any government ceases to be a member the Association suspends operations under section 5 of this Article all rights of such government shall be determined by the provisions of such section 5 and such government shall be considered a member of the Association for purposes of such section 5, except that it shall have no voting rights.

**Section 5****Suspension of Operations and Settlement of Obligations:**

- (a) The Association may permanently suspend its operations by vote of a majority of the Governors exercising a majority of the total voting power. After such suspension of operations the Association shall forthwith cease all activities, except those incidents to the orderly realisation, conservation and preservation of its assets and settlement of its obligations. Until final

- settlement of such obligations and distribution of such assets, the Association shall remain in existence and all mutual rights and obligations of the Association and its members under this Agreement shall continue unimpaired, except that no member shall be suspended or shall withdraw and that no distribution shall be made to members except as in this section provided;
- (b) No distribution shall be made to members on account of their subscriptions until all liabilities to creditors shall have been discharged or provided for and until the Board of Governors, by vote of a majority of the Governors exercising a majority of the total voting power, shall have decided to make such distribution;
  - (c) Subject to the foregoing, and to any special arrangements for the disposition of supplementary resources agreed upon in connection with the provision of such resources to the Association, the Association shall distribute its assets to members *pro rata* in proportion to amounts paid in by them on account of their subscriptions. Any distribution pursuant to the foregoing provision of this paragraph (c) shall be subject, in the case of any member, to prior settlement of all outstanding claims by the Association against such member. Such distribution shall be made at such times, in such currencies, and in cash or other assets as the Association shall deem fair and equitable. Distribution to the several members need not be uniform in respect of the type of assets distributed or of the currencies in which they are expressed;
  - (d) Any member receiving assets distributed by the Association pursuant to this section or section 4 shall enjoy the same rights with respect to such assets as the Association enjoyed prior to their distribution.

## **ARTICLE VIII** **STATUS, IMMUNITIES AND PRIVILEGES**

### **Section 1** **Purposes of Article**

To enable the Association to fulfill the functions with which it is entrusted, the status, immunities and privileges provided in this Article shall be accorded to the Association in the territories of each member.

### **Section 2** **Status of the Association**

The Association shall possess full juridical personality and, in particular, the capacity:

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- (i)        To contract;
- (ii)      To acquire and dispose of immovable and movable property;
- (iii)     To institute legal proceedings.

**Section 3**

**Position of the Association with Regard to Judicial Process**

Actions may be brought against the Association only in a Court of competent jurisdiction in the territories of a member in which the Association has an office, has appointed an agent for the purpose of accepting service or notice of process, or has issued or guaranteed securities. No actions shall, however, be brought by members or persons acting for or deriving claims from members. The property and assets of the Association 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 Association.

**Section 4**

**Immunity of Assets from Seizure**

Property and Assets of the Association, wherever located and by whomsoever held, shall be immune from search, requisition, confiscation, expropriation or any other form of seizure by executive or legislative action.

**Section 5**

**Immunity of Archives**

The archives of the Association shall be inviolable.

**Section 6**

**Freedom of Assets from Restrictions**

To the extent necessary to carry out the operations provided for in this Agreement and subject to the provisions of this Agreement, all property and assets of the Association shall be free from restrictions, regulations, controls and moratoria of any nature.

**Section 7**

**Privilege for Communications**

The official communications of the Association shall be accorded by each member the same treatment that it accords to the official communications of other members.

**Section 8**

**Immunities and Privileges of Officers and Employees**

All Governors, Executive Directors, Alternates, officers and employees of the Association:

- (i) Shall be immune from legal process with respect to acts performed by them in their official capacity except when the Association waives this immunity;
- (ii) Not being local nationals, shall be accorded the same immunities from immigration restrictions, alien registration requirements and national service obligations and the same facilities as regards exchange restrictions as are accorded by members to the representatives, officials, and employees of comparable rank of other members;
- (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.

**Section 9**

**Immunities from Taxation:**

- (a) The Association, its assets, property, income and its operations and transactions authorised by this Agreement, shall be immune from all taxation and from all customs duties. The Association shall also be immune from liability for the collection or payment of any tax or duty;
- (b) No tax shall be levied on or in respect of salaries and emoluments paid by the Association to Executive Directors, Alternates, officials or employees of the Association who are not local citizens, local subjects, or other local nationals;
- (c) No taxation of any kind shall be levied on any obligation of security issued by the Association (including any dividend or interest thereon) by whomsoever held:
  - (i) Which discriminates against such obligation or security solely because it is issued by the Association; 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 Association.
- (d) No taxation of any kind shall be levied on any obligation or security guaranteed by the Association (including any dividend or interest thereon) by whomsoever held:
  - (i) Which discriminates against such obligation or security solely because it is guaranteed by the Association; or

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- (ii) If the sole jurisdictional basis for such taxation is the location of any office or place of business maintained by the Association.

**Section 10  
Application of Article**

Each member shall take such action necessary in its own territories for the purpose of making effective in terms of its own law the principles set forth in this Article and shall inform the Association of the detailed action which it has taken.

**ARTICLE IX  
AMENDMENTS**

- (a) Any proposal to introduce modifications in this Agreement, whether emanating from a member, a Governor or the Executive Directors, shall be communicated to the Chairman of the Board of Governors who shall bring the proposal before the Board. If the proposed amendment is approved by the Board, the Association shall, by circular letter or telegram, ask all members whether they accept the proposed amendment. When three-fifths of the members, having four-fifths of the total voting power, have accepted the proposed amendments, the Association shall certify the fact by formal communication addressed to all members;
- (b) Notwithstanding (a) above, acceptance by all members is required in the case of any amendment modifying:
  - (i) The right to withdraw from the Association provided in Article VII, section 1;
  - (ii) The right secured by Article III, section 1(c); and
  - (iii) The limitation on liability provided in Article II, section 3.
- (c) Amendments shall enter into force for all members 3 months after the date of the formal communication unless a shorter period is specified in the circular letter or telegram.

**ARTICLE X  
INTERPRETATION AND ARBITRATION**

- (a) Any question of interpretation of the provisions of this Agreement arising between any member and the Association or between any members of the Association shall be submitted to the Executive Directors for their decision. If the question particularly affects any member of the Association not entitled to

- appoint an Executive Director of the Bank, it shall be entitled to representation in accordance with Article VI, section 4(g);
- (b) In any case where the Executive Directors have given a decision under (a) above, any member may require that the question be referred to the Board of Governors, whose decision shall be final. Pending the result of the reference to the Board of Governors, the Association may, so far as it deems necessary, act on the basis of the decision of the Executive Directors;
- (c) Whenever a disagreement arises between the Association and a country which has ceased to be a member, or between the Association and any member during the permanent suspension of the Association, such disagreement shall be submitted to arbitration by a tribunal of 3 arbitrators, one appointed by the Association, another by the country involved and an umpire who, unless the parties otherwise agree, shall be appointed by the President of the International Court of Justice or such other authority as may have been prescribed by regulation adopted by the Association. The umpire shall have full power to settle all questions of procedure in any case where the parties are in disagreement with respect thereto.

## **ARTICLE XI** **FINAL PROVISIONS**

### **Section 1** **Entry into Force**

This agreement shall enter into force when it has been signed on behalf of governments whose subscriptions comprise not less than 65 percent of the total subscriptions set forth in Schedule A and when the instruments referred to in section 2(a) of this Article have been deposited on their behalf, but in no event shall this Agreement enter into force before September 15, 1960.

### **Section 2** **Signature**

- (a) Each government on whose behalf this Agreement is signed shall deposit with the Bank an instrument setting forth this Agreement in accordance with its law and has taken all steps necessary to enable it to carry out all of its obligations under this Agreement;
- (b) Each government shall become a member of the Association as from the date of the deposit on its behalf of the instrument referred to in paragraph (a) above except that no government shall become a member before this Agreement enters into force

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- under section 1 of this Article;
- (c) This Agreement shall remain open for signature until the close of business on December 31, 1960, at the principal office of the Bank, on behalf of the governments of the states whose names are set forth in Schedule A, provided that, if this Agreement shall not have entered into force by that date, the Executive Directors of the Bank may extend the period during which this Agreement shall remain open for signature by not more than 6 months;
  - (d) After this Agreement shall have entered into force, it shall be open for signature on behalf of the Government of any state whose membership shall have been approved pursuant to Article II, section 1(b).

**Section 3**  
**Territorial Application**

By its signature of this Agreement, each government accepts it both on its own behalf and in respect of all territories for whose international relations such government is responsible except those which are excluded by such government by written notice to the Association.

**Section 4**  
**Inauguration of the Association:**

- (a) As soon as this Agreement enters into force under section 1 of this Article the President shall call a meeting of the Executive Directors;
- (b) The Association shall begin operations on the date when such meeting is held;
- (c) Pending the first meeting of the Board of Governors, the Executive Directors may exercise all the powers of the Board of Governors except those reserved to the Board of Governors under this Agreement.

**Section 5**  
**Registration**

The Bank is authorised to register this Agreement with the Secretariat of the United Nations in accordance with Article 102 of the Charter of the United Nations and the Regulations thereunder adopted by the General Assembly.

**DONE** at Washington, in a single copy, which shall remain deposited in the archives of the International Bank for Reconstruction and Development, which has indicated by its signature below its agreement to act as depository of this Agreement, to register this Agreement with the



Secretariat of the United Nations and to notify all governments whose names are set forth in Schedule A of the date when this Agreement shall have entered into force under Article XI, section 1 hereof.

**SCHEDULE A****INITIAL SUBSCRIPTIONS****(US \$ Millions)\*****PART I**

Australia	20.18	Japan	33.59
Austria	5.04	Luxembourg	1.01
Belgium	22.70	Netherlands	27.74
Canada	37.83	Norway	6.72
Denmark	8.74	Sweden	10.09
Finland	3.83	Union of South	
Africa	10.09		
France	52.96	United Kingdom	131.14
Germany	52.96	United States	320.29
Italy	18.16		
			<hr/>
			<b>763.07</b>
			<hr/> <hr/>

**PART II**

Afghanistan	1.01	Israel	1.68
Argentina	18.83	Jordan	0.30
Bolivia	1.06	Korea	1.26
Brazil	18.83	Lebanon	0.45
Burma	2.02	Libya	1.01
Ceylon	3.03	Malaya	2.52
Chile	3.53	Mexico	8.74
China	0.26	Morocco	3.53
Colombia	3.53	Nicaragua	0.30
Costa Rica	0.20	Pakistan	10.09
Cuba	4.71	Panama	0.02
Dominican Republic	0.40	Paraguay	0.30
Ecuador	0.65	Peru	1.77
El Salvador	0.30	Philippines	5.04
Ethiopia	0.50	Saudi Arabia	3.70

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Ghana	2.36	Spain	10.09
Greece	2.52	Sudan	1.01
Guatemala	0.40	Thailand	3.03
Haiti	0.76	Tunisia	1.51
Honduras	0.30	Turkey	5.80
Iceland	0.10	United Arab Republic	
	6.03		
India	40.35		
Indonesia	11.10	Uruguay	1.06
Iran	4.54	Venezuela	7.06
Iraq	0.76	Viet-Nam	1.51
Ireland	3.53	Yugoslavia	4.04
			236.93
			<hr/>
	<b>TOTAL</b>		<b>1000.00</b>
			=====

[\*In terms of United States dollars of the weight and fineness in effect on January 1, 1960]

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**REVISION NOTES 2008 – 2023**

This is the official version of this Act as at 31 December 2023.

This Act has been revised by the Legislative Drafting Division from 2008 to 2023 respectively under the authority of the Attorney General given under the *Revision and Publication of Laws Act 2008*.

The following general revisions have been made:

- (a) Amendments have been made to conform to modern drafting styles and to use modern language as applied in the laws of Samoa;
- (b) Amendments have been made to up-date references to offices, officers and statutes;
- (c) Insertion of commencement date;
- (d) Other minor editing has been done in accordance with the lawful powers of the Attorney General:
  - (i) “Every” and “any” changed to “a”;
  - (ii) “shall be” changed to “is” and “shall be deemed” changed to “is taken”;
  - (iii) “shall have” changed to “has”;
  - (iv) “shall be guilty” changed to “commits”;
  - (v) “notwithstanding” changed to “despite”;
  - (vi) “pursuant to” changed to “under”;
  - (vii) “it shall be the duty” changed to “shall”;

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- (ix) Numbers in words changed to figures;
- (x) “hereby” and “from time to time” (or “at any time or “at all times”)  
removed;
- (xi) “under the hand of” changed to “signed by”.

There were no amendments made to this Act since the publication of the *Consolidated and Revised Statutes of Samoa 2007*.

*This Act is administered by  
the Central Bank of Samoa.*