

**AGREEMENT ON THE ESTABLISHMENT OF
THE ASEAN CO-ORDINATING CENTRE
FOR TRANSBOUNDARY HAZE POLLUTION CONTROL**

The Parties to this Agreement,

REAFFIRMING their commitment to the aims and purposes of the Association of Southeast Asian Nations (ASEAN) as set forth in the Bangkok Declaration of 8 August 1967, in particular, to promote regional co-operation in Southeast Asia in the spirit of equality and partnership and thereby contribute towards peace, progress and prosperity in the region;

FURTHER REAFFIRMING the commitments of the ASEAN Charter which entered into force on 15 December 2008 and the provisions of the Kuala Lumpur Declaration on the Establishment of the ASEAN Community adopted at the 27th ASEAN Summit held in Kuala Lumpur, Malaysia on 22 November 2015;

REFERRING to the commitments in Articles 2 and 5 of the ASEAN Agreement on Transboundary Haze Pollution (ASEAN Haze Agreement), signed on 10 June 2002 and entered into force on 25 November 2003, to establish the ASEAN Co-ordinating Centre for Transboundary Haze Pollution Control for the purpose of facilitating co-operation and co-ordination among the Parties in managing the impact of land and/or forest fires in particular haze pollution arising from such fires; and

RECALLING the decision of the Eleventh Meeting of the Conference of the Parties (COP-11) to the ASEAN Haze Agreement in Ha Noi, Viet Nam on 29 October 2015, which endorsed Indonesia's intention to host the ASEAN Co-ordinating Centre for Transboundary Haze Pollution Control,

HAVE AGREED as follows:

Article 1

Definitions

For the purposes of this Agreement:

- a. **“ASEAN Co-ordinating Centre for Transboundary Haze Pollution Control (ACC THPC)”** means the ASEAN Centre established under Article 5 of the ASEAN Haze Agreement;
- b. **“ASEAN”** means the Association of Southeast Asian Nations;
- c. **“ASEAN Haze Agreement”** means the ASEAN Agreement on Transboundary Haze Pollution, signed on 10 June 2002 and entered into force on 25 November 2003;
- d. **“Assisting Party”** means a State, international organisation, any other entity or person that offers and/or renders assistance to a Requesting Party or a Receiving Party in the event of land and/or forest fires or haze pollution;
- e. **“Committee”** means the Committee established under paragraph 3 of Article 5 of the ASEAN Haze Agreement;
- f. **“Focal Point”** means an entity designated and authorised by each Party to receive and transmit communications and data pursuant to the provisions of this Agreement;
- g. **“Haze pollution”** means smoke resulting from land and/or forest fire which causes deleterious effects of such a nature as to endanger human health, harm living resources and ecosystems and material property and impair or interfere with amenities and other legitimate uses of the environment;

- h. **“Host Country”** means the Republic of Indonesia;
- i. **“Land and/or forest fires”** means fires such as coal seam fires, peat fires, and plantation fires;
- j. **“Member State”** means a Member State of ASEAN;
- k. **“National Monitoring Centre”** means a body designated in accordance with Article 7 of the ASEAN Haze Agreement;
- l. **“Party”** means a Member State that has consented to be bound to this Agreement and for which this Agreement is in force;
- m. **“Receiving Party”** means a Party that accepts assistance offered by an Assisting Party in the event of land and/or forest fires or haze pollution;
- n. **“Requesting Party”** means a Party that requests, from an Assisting Party, assistance in the event of land and/or forest fires or haze pollution; and
- o. **“Transboundary haze pollution”** means haze pollution whose physical origin is situated wholly or in part within the area under the national jurisdiction of one Member State and which is transported into the area under the jurisdiction of another Member State.

Article 2

Establishment of the ACC THPC

1. The Parties hereby establish the ACC THPC in accordance with Article 5 of the ASEAN Haze Agreement.
2. The ACC THPC shall have its seat in the Republic of Indonesia.

Article 3

Purpose of the ACC THPC

1. The ACC THPC is established to facilitate co-operation and co-ordination among the Parties in managing the impact of land and/or forest fires in particular haze pollution arising from such fires.
2. The ACC THPC shall work on the basis that the national authority will act first to put out the fires. When the national authority declares an emergency situation, it may make a request to the ACC THPC to provide assistance.

Article 4

Functions of the ACC THPC

1. The functions of the ACC THPC, in accordance with paragraph 4 of Article 5 of the ASEAN Haze Agreement, are to:
 - a. establish and maintain regular contact with the respective National Monitoring Centres regarding the data, including those derived from satellite imagery and meteorological observation, relating to:
 - (i) land and/or forest fires;
 - (ii) environmental conditions conducive to such fires; and
 - (iii) air quality and levels of pollution, in particular, haze arising from such fires;
 - b. receive from the respective National Monitoring Centres or Focal Points the data above, consolidate, analyse and process the data into a format that is easily understandable and accessible;
 - c. facilitate co-operation and co-ordination among the Parties to increase their preparedness for and to

respond to land and/or forest fires or haze pollution arising from such fires;

- d. facilitate co-ordination between the Receiving Party and any other Parties, States, and relevant organisations offering assistance in taking effective measures to mitigate the impact of land and/or forest fires or haze pollution arising from such fires;
- e. establish and maintain a list of experts from within and outside of the ASEAN region who may be utilised when taking measures to mitigate the impact of land and/or forest fires or haze pollution arising from such fires, and make the list available to the Parties;
- f. establish and maintain a list of equipment and technical facilities from within and outside of ASEAN which may be made available when taking measures to mitigate the impact of land and/or forest fires or haze pollution arising from such fires, and make the list available to the Parties;
- g. establish and maintain a list of experts from within and outside of the ASEAN region for the purpose of relevant training, education, and awareness-raising campaigns, and make the list available to the Parties;
- h. establish and maintain contact with prospective donor States and organisations for mobilising financial and other resources required for the prevention and mitigation of land and/or forest fires or haze pollution arising from such fires and preparedness of the Parties, including fire-fighting capabilities;
- i. establish and maintain a list of such donors, and make the list available to the Parties;

- j. respond to a request for or offer of assistance in the event of land and/or forest fires or haze pollution resulting from such fires by:
 - (i) transmitting promptly the request for assistance by the Requesting Party; and
 - (ii) co-ordinating such assistance, if so requested by the Requesting Party or offered by the Assisting Party;
 - k. establish and maintain an information referral system for the exchange of relevant information, expertise, technology, techniques and know-how, and make it available to the Parties in an easily accessible format;
 - l. compile and disseminate to the Parties information concerning their experience and any other practical information related to the implementation of this Agreement; and
 - m. assist the Parties in the preparation of standard operating procedures.
2. The ACC THPC shall carry out any other functions as directed by the Conference of the Parties to the ASEAN Haze Agreement.
3. The ACC THPC shall carry out the functions as set out in paragraphs 1 and 2 of this Article in accordance with the prevailing laws and regulations of the Parties.

Article 5

Working Language

The working language of the ACC THPC shall be English.

Article 6

Host Country Obligations

1. The Host Country shall provide adequate premises at its own expense, operational facilities and such other facilities needed for the operations of the ACC THPC in accordance with the Host Country Agreement between the ACC THPC and the Host Country.
2. The Host Country shall grant to the ACC THPC, Executive Director, Heads of Divisions and staff members, privileges and immunities as may be necessary for the performance of their functions and responsibilities in accordance with such Host Country Agreement.

Article 7

Structure of the ACC THPC

1. The ACC THPC shall be composed of:
 - a. the Committee;
 - b. an Executive Director;
 - c. Heads of Divisions; and
 - d. staff members.
2. The structure of the ACC THPC is set out in Annex 1 of this Agreement.

Article 8

Committee of the ACC THPC

1. The Committee shall be composed of representatives of the national authorities of the Parties.

2. The Committee, through its Chairperson, shall report to the Conference of the Parties to the ASEAN Haze Agreement on the overall progress and development of the activities of the ACC THPC.
3. The position of the Chairperson of the Committee shall be assumed by a representative from the same Party as that of the Chair of the Conference of the Parties to the ASEAN Haze Agreement.
4. The Executive Director of the ACC THPC shall act as the Secretary to the Committee. The ASEAN Secretariat shall participate in the meetings of the Committee as *ex officio*.
5. The ordinary meetings of the Committee shall be convened at least once a year, or as determined by the Conference of the Parties to the ASEAN Haze Agreement. As far as possible, the ordinary meetings of the Committee shall be held in conjunction with meetings of the Conference of the Parties to the ASEAN Haze Agreement.
6. Extraordinary meetings may be convened by the Chairperson at the request of any member of the Committee, provided that such request is supported by at least two other members.
7. The decision-making procedures and other procedures of the Committee shall be governed by the Rules of Procedure to be drawn up by the Committee.
8. The expenses of the delegation of the Parties to the meetings of the Committee shall be borne by their respective Party.

Article 9
Responsibility of the Committee of the ACC THPC

1. The Committee shall provide the policy direction and supervision of the ACC THPC, and shall seek approval from the Conference of the Parties to the ASEAN Haze Agreement regarding its recommendations on the following:

- a. staff requirements, terms and conditions of the ACC THPC;
- b. establishment of rules, procedures and regulations for the operations of the ACC THPC;
- c. business plan concerning the operation of the ACC THPC, and the monitoring of its implementation;
- d. annual work programme, the budget and financial statements of the ACC THPC within the framework of the business plan, and the monitoring of their implementation;
- e. appointment of the Executive Director and Heads of Divisions for the ACC THPC in accordance with ASEAN practice based on the qualifications and the determination of the terms and conditions for the appointment of the Executive Director and Heads of Divisions;
- f. disposal of the property and assets of the ACC THPC in the event of dissolution of the ACC THPC, and on any other matters concerned with the dissolution; and
- g. utilisation of funds entrusted to the ACC THPC and approval of the rules and procedures for the management of such funds, including the procedures for requesting the mobilisation of the ASEAN Transboundary Haze Pollution Control Fund established

in accordance with Article 20 of the ASEAN Haze Agreement.

2. The Committee shall carry out any other functions as directed by the Conference of the Parties to the ASEAN Haze Agreement.

Article 10

Executive Director of the ACC THPC

1. The ACC THPC shall be headed by an Executive Director who shall report to the Committee.
2. The Executive Director shall have a contractual term of office of three years, which term may be extended not more than three years. The subsequent Executive Director shall be of a different nationality from the preceding Executive Director.
3. The Committee shall designate an officer of the ACC THPC to serve as the Acting Executive Director whenever the Executive Director is unable to discharge his/her duties, or if the office of the Executive Director should become vacant.
4. The Acting Executive Director shall have the capacity to exercise all the powers of the Executive Director pursuant to this present agreement. In the event of the vacancy of the office of the Executive Director, the Acting Executive Director shall serve in that capacity until the assumption of the office by the Executive Director who shall be appointed as expeditiously as possible.
5. The Acting Executive Director shall not serve for a period exceeding six months.

Article 11
Functions, Duties and Responsibilities of the
Executive Director of the ACC THPC

The Executive Director shall:

- a. be responsible and accountable for the planning, co-ordination and management of the ACC THPC;
- b. be responsible and accountable for the overall management and day-to-day operations of the ACC THPC and in monitoring the overall implementation of the annual work programme;
- c. develop the organisational structure of the ACC THPC including the appointment of staff members;
- d. administer the ACC THPC and its programmes to ensure that the ACC THPC performs its functions and responsibilities in accordance with relevant provisions of the ASEAN Haze Agreement and related decisions of the Conference of the Parties to the ASEAN Haze Agreement;
- e. prepare a business plan, annual work programme, budget and financial statements of the ACC THPC;
- f. report on the implementation of the activities in the business plan of the ACC THPC;
- g. develop and implement strategies to ensure the appropriate funding for programmes and institutional activities of the ACC THPC, relevant to its functions and responsibilities;
- h. make recommendations on the disposal of the property and assets of the ACC THPC in the event of the dissolution of the ACC THPC;

- i. make recommendations on the acceptance of any voluntary contributions or donations for the ACC THPC; and
- j. perform any other duties as directed by the Committee.

Article 12

Heads of Divisions of the ACC THPC

1. The Heads of Divisions shall be responsible for the management of their respective Divisions and all other functions that may be directed by the Executive Director.
2. The Heads of Divisions shall be supported by staff members to carry out his/her functions and responsibilities effectively and efficiently.
3. Each Head of Division shall have a contractual term of office of three years.

Article 13

Staff Members of the ACC THPC

1. The staff members shall be appointed by the Executive Director in accordance with the rules, procedures and regulations for the operation of the ACC THPC.
2. The staff members shall perform such duties in accordance with the terms and conditions of their appointment and any other duties assigned by the Executive Director and/or the Heads of Divisions.

Article 14

Financial Arrangements

1. The financial resources of the ACC THPC shall be composed of:
 - a. contributions from the ASEAN Transboundary Haze Pollution Control Fund;
 - b. voluntary contributions from the Parties; and
 - c. additional resources from the international donor community which includes international organisations, regional financial institutions and partners of ASEAN as well as other financial or in-kind contributions received by the ACC THPC.
2. The acceptance by the ACC THPC of any voluntary contribution or donation shall in every case be subject to the approval of the Conference of the Parties to the ASEAN Haze Agreement.
3. The Conference of the Parties to the ASEAN Haze Agreement shall at each meeting review the financial statements of the ACC THPC as presented by the Committee.
4. The ACC THPC shall establish an account for all the funds received and develop the financial rules, procedures and regulations of the ACC THPC.
5. The financial rules, procedures and regulations governing the ACC THPC shall be approved by the Conference of the Parties to the ASEAN Haze Agreement.
6. The financial resources of the ACC THPC are to be utilised to meet the expenses necessary to implement the activities required to fulfil the purposes of the ACC THPC, as approved by the Conference of the Parties to the ASEAN Haze Agreement.

7. The financial resources of the ACC THPC shall be administered in accordance with the financial rules, procedures and regulations for the management of such funds established under sub paragraph 1 (g) of Article 9 of this Agreement.

Article 15

Legal Personality

1. The ACC THPC shall have the legal capacity, in the territory of the Host Country, necessary to:

- a. enter into contracts;
- b. acquire and dispose of movable and immovable property; and
- c. institute and defend itself in legal proceedings.

2. In the exercise of these capacities, the ACC THPC shall be represented by the Executive Director who shall comply with the relevant rules, procedures and regulations approved by the Conference of the Parties to the ASEAN Haze Agreement.

Article 16

Termination

1. This Agreement may be terminated by agreement of all the Parties and shall be conducted in a manner as not to prejudice their respective interests in this matter.

2. Upon termination of this Agreement, the ACC THPC shall be dissolved.

3. Upon the dissolution of the ACC THPC, the disposal of property and assets of the ACC THPC shall be in accordance with the rules, procedures and regulations approved by the Conference of the Parties to the ASEAN Haze Agreement.

Article 17

Publications

1. The ACC THPC may disseminate publications in conformity with its objectives and functions.
2. In doing so, the ACC THPC shall comply with the prevailing laws and regulations of the Host Country with regard to press, publication, and intellectual property.

Article 18

Protection of Intellectual Property Rights

1. The protection of intellectual property rights shall be enforced in conformity with the prevailing laws and regulations of the respective Parties and with other international agreements to which the Parties are party.
2. The use of the name, logo and/or official emblem of any of the Parties on any publication, document and/or paper is prohibited without the prior written approval of that Party.

Article 19

Confidentiality of Data and Information

1. The ACC THPC shall observe the confidentiality and secrecy of documents, information and other data received from or supplied to Parties during the period of the implementation of this Agreement or any other arrangements made pursuant to this Agreement, except to the extent authorised in written form to do so by the Party providing it.
2. The Parties agree that paragraph 1 of this Article shall continue to be binding notwithstanding the termination of this Agreement.

Article 20
Relationship with Other Agreements

The provisions of this Agreement or any actions taken thereto will not affect the rights and obligations of any Party under any existing and future agreements or arrangements, or international conventions to which they are also Parties.

Article 21
Relationship with Other Relevant Centres

The relationship between the ACC THPC and other relevant ASEAN Centres is set out in Annex 2 of this Agreement.

Article 22
Settlement of Disputes

Any dispute between Parties as to the interpretation or application of, or compliance with, this Agreement, shall be settled amicably by consultations or negotiations.

Article 23
Amendments

1. Any Party may propose amendments to this Agreement in writing.
2. The text of any proposed amendment shall be communicated to the Parties by the Chairperson of the Conference of the Parties to the ASEAN Haze Agreement at least six months before the Conference of the Parties to the ASEAN Haze Agreement at which it is proposed for adoption. The Chairperson of the Conference of the Parties to the ASEAN Haze Agreement shall also communicate proposed amendments to the signatories to this Agreement.

3. Amendments shall be adopted by consensus among the Parties at an ordinary meeting of the Conference of the Parties to the ASEAN Haze Agreement.

4. Amendments to this Agreement shall be subject to acceptance. The Secretary-General of ASEAN shall circulate the adopted amendment to all Parties for their acceptance. The amendment shall enter into force on the thirtieth day after the deposit with the Secretary-General of ASEAN of the instruments of acceptance of all Parties.

Article 24

Adoption and Amendment of Annexes

1. Annexes to this Agreement shall form an integral part of this Agreement and, unless otherwise expressly provided, a reference to this Agreement constitutes at the same time a reference to the annexes thereto.

2. Any Party may propose amendments to an Annex in writing.

3. Amendments to an Annex shall be adopted by consensus among the Parties at an ordinary meeting of the Conference of the Parties to the ASEAN Haze Agreement.

4. Amendments to an Annex shall be subject to acceptance. The Secretary-General of ASEAN shall circulate the adopted amendments to an Annex to the Parties for their acceptance. The amendments to an Annex shall enter into force on the thirtieth day after the deposit with the Secretary-General of ASEAN of the instruments of acceptance of the Parties.

Article 25

Entry into Force

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

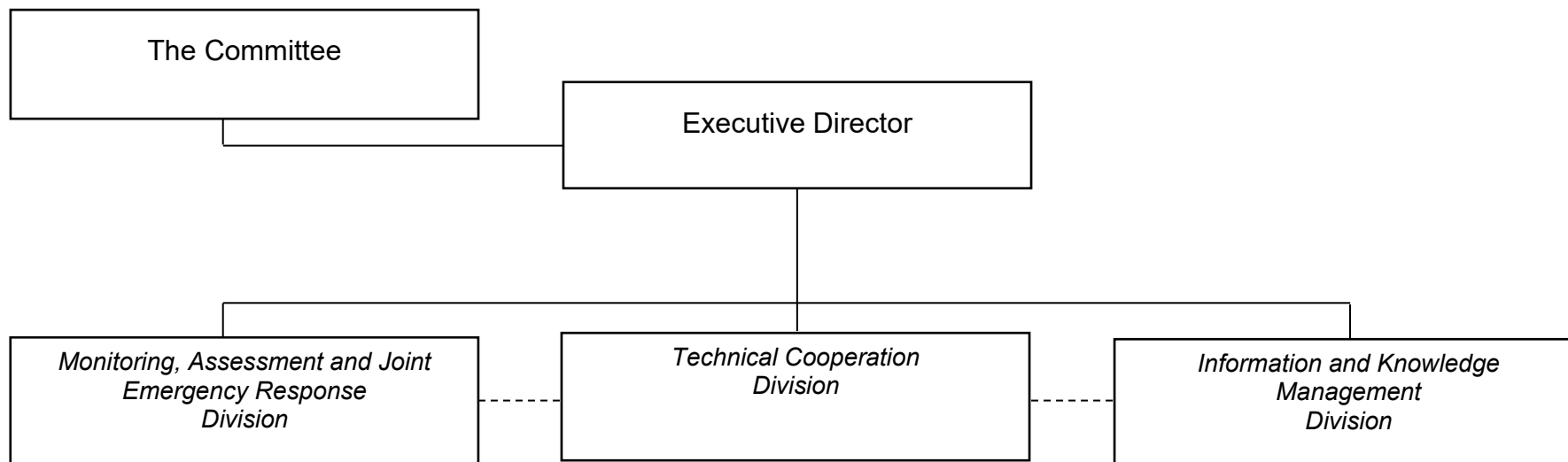
2. For each Member State ratifying, accepting, approving, acceding, to this Agreement after the deposit of the sixth instrument of ratification, acceptance, approval, or accession this Agreement shall enter into force on the sixtieth day after the deposit by such Member State of its instrument of ratification,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

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

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

DONE at Quezon City, Metro Manila, Philippines, on the Twenty-Seventh Day of May in the Year of Two Thousand and Twenty-Five, in a single original copy in the English language.

ANNEX 1. The Structure of the ACC THPC



ACC THPC will be supported by the following divisions:

1. Monitoring, Assessment and Joint Emergency Response Division

The Terms of Reference of the Monitoring, Assessment and Joint Emergency Response Division are to:

- a. establish and maintain regular contact with the respective National Monitoring Centres regarding the data, including those derived from satellite imagery and meteorological observation, relating to:
 - (i) land and /or forest fires;
 - (ii) environmental conditions conducive to such fires; and
 - (iii) air quality and levels of pollution, in particular, haze arising from such fires;
- b. receive from the respective National Monitoring Centres or Focal Points the data above consolidate, analyse and process the data into a format that is easily understandable and accessible;
- c. facilitate co-ordination among the Parties to increase their preparedness for and to respond to land and/or forest fires or haze pollution arising from such fires;
- d. facilitate co-ordination between the Receiving Party and any other Parties, States, and relevant organisations offering assistance in taking effective measures to mitigate the impact of land and/or forest fires or haze pollution arising from such fires;
- e. respond to a request for or offer of assistance in the event of land and/or forest fires or haze pollution resulting from such fires by:
 - (i) transmitting promptly the request for assistance by the Requesting Party; and
 - (ii) co-ordinating such assistance, if so requested by the Requesting Party or offered by the Assisting Party; and
- f. assist the Parties in the preparation of standard operating procedures (SOP).

2. Technical Cooperation Division

The Terms of Reference of the Technical Cooperation Programme Division are to:

- a. facilitate co-operation among the Parties to increase their preparedness for and to respond to land and/or forest fires or haze pollution arising from such fires;
- b. establish and maintain a list of experts from within and outside of the ASEAN region who may be utilised when taking measures to mitigate the impact of land and/or forest fires or haze pollution arising from such fires, and make the list available to the Parties;
- c. establish and maintain a list of equipment and technical facilities from within and outside of ASEAN which may be made available when taking measures to mitigate the impact of land and/or forest fires or haze pollution arising from such fires, and make the list available to the Parties; and
- d. establish and maintain a list of experts from within and outside of the ASEAN region for the purpose of relevant training, education and awareness-raising campaigns, and make the list available to the Parties.

3. Information and Knowledge Management Division

The Terms of Reference of the Information and Knowledge Management Division are to:

- a. establish and maintain contact with prospective donor States and organisations for mobilising financial and other resources required for the prevention and mitigation of land and/or forest fires or haze pollution arising from such fires and preparedness of the Parties, including fire-fighting capabilities;
- b. establish and maintain a list of such donors, and make the list available to the Parties;
- c. establish and maintain an information referral system for the exchange of relevant information, expertise, technology, techniques and know-how, and make it available to the Parties in an easily accessible format; and

- d. compile and disseminate to the Parties information concerning their experience and any other practical information related to the implementation of the ASEAN Haze Agreement.

ANNEX 2. Relationship with Other Relevant Centres

When carrying out its functions, the ACC THPC shall work closely and cooperate with the ASEAN Centres set out below, which include the ASEAN Centres listed in Annex 1 of the ASEAN Charter, in accordance with their respective mandated functions:

S/N	ASEAN Centre	Mandate / Functions
1	ASEAN Specialised Meteorological Centre (ASMC)	<p>The ASMC is mandated to:</p> <ul style="list-style-type: none">i. provide regional weather and climate assessment and outlook, as well as seasonal predictions and climate projections;ii. monitor and assess land/or forest fires and provide early warning on transboundary haze;iii. compile, analyse and disseminate information derived from satellite imagery and meteorological data necessary to detect and monitor land and forest fires and the occurrence of smoke haze;iv. operate an official website under the ambit of ASEAN to provide the relevant ASEAN meteorological services and environmental information useful for haze, weather and climate monitoring; andv. strengthen the region's early warning and monitoring system, through research and development and regional capacity-building programmes.
2	ASEAN Centre for Biodiversity (ACB)	<p>The ACB is mandated to:</p> <ul style="list-style-type: none">i. facilitate coordination and cooperation on regional biodiversity conservation programmes;ii. deliver capacity-building services relating to biodiversity;

		<ul style="list-style-type: none"> iii. develop regional mechanisms to sustainably manage and protect biodiversity and ecosystems and strengthen ASEAN regional positions in negotiations and in compliance with relevant multilateral environmental agreements; iv. impart and deliver to Member States the knowledge and tools on managing biodiversity; v. enhance the linkage between science and policy on biodiversity; vi. promote multi-stakeholder and leadership awareness of the values of biodiversity and the actions they can take to conserve it; vii. undertake resource generation and mobilization measure for impact activities that will enhance biodiversity conservation in the region; and viii. enhance ACB's capacity and sustainability as regional Centre of Excellence on biodiversity.
3	ASEAN Coordinating Centre for Humanitarian Assistance on Disaster Management (AHA Centre)	<p>The AHA Centre is mandated to:</p> <ul style="list-style-type: none"> i. perform risk identification, early warning and monitoring to reduce loss of life and damage to property from natural disasters through the identification of hazards and risks prior to impacts and by increasing warning time; ii. support the National Disaster Management Authorities across Member States through capacity building; and iii. develop various tools and guidance to accelerate the mobilisation of resources between Member States and its partners in time of disasters such as stockpiled relief items and standard operating procedures.

4	ASEAN Research and Training Centre for Space Technology and Applications (ARTSA)	<p>The ARTSA is mandated to:</p> <ul style="list-style-type: none"> i. provide services in education and training, knowledge sharing and enhancement, and raise awareness in Geo-informatics; and ii. conduct research applications and innovations, and collaborations in areas related to Geo-informatics for Member States and worldwide.
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