



## **ASEAN Agreement on Disaster Management and Emergency Response**

### **Background**

Recognising that ASEAN region was at high risk to natural and human disaster, ASEAN has reached mutual agreement to express the deep concern to escalate impacts of disaster through several declarations starting in 1976. More recently, the ASEAN Agreement Disaster Management and Emergency Response (AADMER) were signed by the Foreign Ministers of ASEAN member countries in Vientiane, Lao PDR in July 2005. This agreement has been ratified by 10 member states and entered into force on 24 December 2009.

AADMER is a regional framework for cooperation, coordination, technical assistance, and resource mobilisations in whole aspects of disaster managements. It provides guidelines for effective mechanism in achieving substantial reduction of disaster losses in lives as well as social, economic, and environmental assets. Later, through this agreement all member states could jointly respond to disaster emergencies through concerted national efforts, intensified regional and international cooperation.

In line with the purpose of ASEAN Charter to promote an open, inclusive and transparent people-oriented ASEAN, AADMER enshrines the active participation of all stakeholders from non-governmental organisations, private sectors, and local communities as a key to effective disaster management as well as the primary responsibility to respond to disasters and implement measures in reducing disaster risk falls. The formulation of this agreement is an affirmation form to the Hyogo Framework of Action (HFA). AADMER is the first legally binding instrument related to the HFA.

## **Main principles**

The principles of the regulations according to article 3 are:

- a) **Sovereignty, territorial integrity and national unity** of the Parties shall be respected in accordance with the Charter of The United Nations and the Treaty of Amity and Cooperation in Southeast Asia. Each affected party shall have primary responsibility to respond to disaster occurring within its territory. Upon the request or consent of the affected Party, external assistance shall be provided.
- b) **Solidarity and partnership**, where each member state is expected to strengthen co-operation and coordination to achieve the objectives of this agreement.
- c) **Prevention and mitigation**, where all Parties shall take precautionary measures to prevent, monitor and mitigate disasters.
- d) **Participation**, where all stakeholders, especially the local, vulnerable communities, non-government organization (NGOs), and private enterprises actively involved. All this participation committed with community-based disaster preparedness and early response approaches.

## **Object and purpose**

AADMER's objective is to provide effective mechanism that will lead to the reduction of disaster losses in lives and in social, economic and environmental assets of the member countries. Another aim of this agreement for ASEAN member-countries is to jointly respond to disaster emergencies through regional cooperation.

AADMER focuses not only in disaster management but also disaster risk reduction (DRR). By intensifying this cooperation, AADMER hopes to provide assurance to all ASEAN members that if disaster level exceeds the capacity of a state, regional community would immediately provide assistance.

## **Concept**

AADMER shall be implemented under these programmes:

- Risk Identification

Each Party shall identify disaster risk in its territory, which include hazards, risk levels, vulnerabilities and disaster management capacities.

- **Prevention and Mitigation Programmes**

Strategies to identify, prevent, and reduce risk arising from hazards shall be developed by each country based on its policies, programmes, and plans that strengthen local and national disaster management capability. Important strategies to be developed are the promotion of public awareness, strengthen the participation of the community, and promotion and use of indigenous knowledge.

Regional disaster prevention and mitigation programmes shall be developed collectively by the member countries to complement national efforts.

- **Capacity building and preparedness program**

National disaster early warning arrangements shall be established and maintained by AADMER, including regular risk assessment, early warning information systems, communication network for timely delivery of information and public awareness, and preparedness to act upon the early warning information.

All ASEAN countries have to exchange information related to the hazards with transboundary effect as early warning with the prepared Standard Operating Procedure (SOP) for national action and regional co-operation. Military, civilian personnel, transportation and communication equipment, facilities, goods and services will be utilized as well to facilitate their regional movement.

- **National and international emergency response**

One of the main obligation of each member country of ASEAN is to ensure that its national policies are in line with the implementation of AADMER. Measures must be taken to regulate the system to mobilise equipment, facilities, human and financial resources required to respond disaster.

In the need of assistance, each country must inform other countries through AHA Centre which will coordinate the request to other countries. The requested party or parties, on the other hand, shall directly inform the affected party or the AHA Center if they are capable to respond.

## **Main Features**

The Agreement consists of 36 Articles including Rules of Procedure and ANNEX for the Terms of reference of AHA Centre.

- a. Part I from Art.1-4 consist of Use of Terms, Objectives, five Basic Principles, and General Obligation.
- b. Part II sets out the Risk Identification and Monitoring. Each party is obliged to take appropriate measures in identifying disaster risk in the territories in the aspects of natural and human-induces hazards; risk assesment; monitoring of vulnerabilities; and disaster management capacities. Besides, each Party shall assign risk levels to each identified hazard according to agreed criteria and ensure its National Focal Point at regular intervals agreed to be communicated to the AHA Centre.
- c. Part III along with the Disaster Prevention and Mitigation.
- d. Part IV form Art.7-9 of the Agreement provides the Disaster Preparedness . For disaster early warning, parties shall as appropriate establish, maintain and periodically review national disaster early warning management. Meanwhile for preparedness, Parties shall jointly or individually develop strategies and contingency response plans to reduce losses, prepare Standard Operating Procedures for regional co-operation and national action as well as inform the AHA Centre regularly for its availaible resource.
- e. Part V from Art. 10-16 sets out the provisions about Emergency Responses governing the National Emergency Response, Joint emergency Response through Provisions of Assistance, Directions and Control of Assistance, Respect of National Law and Regulations,Exemptions and Facilities for the Provision of Assistance, Identification, and Transit of Personnel, Equipment, Facilities and Materials for Provision of Assistance.
- f. Part VI sets out the provision about Rehabilitation where the Parties have to develop strategies and implement programmes for rehabilitation as a result of a disaster, jointly or individually. Therefor, the parties shall promote bilateral, regional, and international cooperation as appropriate for rehabilitation after the disaster.
- g. Part VII from Art.18-19 regulates the Technical Co-operation and Scientific Research where the Parties shall undertake six actions as

- technical co-operation to increase preparedness and mitigate disasters facilitated by AHA Centre. For scientific and technical research, the Parties shall promote and support related research programmes about the causes and consequences of disasters as well as means, methods, techniques and equipment for disaster risk reduction, jointly or individually with the respect to Intellectual Property Rights.
- h. Part VIII Art.20 sets out the Establishment of ASEAN Co-ordinating Centre for Humanitarian Assistance (AHA Centre).
  - i. Part IX from Art. 21-24 sets out the regulation about Institutional Arrangement which consist of Conference of the Parties, National Focal Point and Competent Authorities, The Secretariat, and Financial Agreement.
  - j. Part X of this agreement, from Art. 25-31 regulates the procedures for the Protocols, Amandments to the Agreement, Adoption and Amandment of Annexes, rules of Procedure and Financial Rules, Reports, Relationship with Other Instruments, and Settlement of Disputes.
  - k. The last part, Part XI regulates the Final Clauses of this Agreement consisting Ratification, Acceptance, Approval and Accession, Entry into Force, Reservation, Depositary and Authentic Text. AADMER entered into force in 24 December 2009 pursuant to Art. 33 of the agreement. Art. 33 says “This Agreement shall enter into force on the sixtieth day after the deposit of the tenth instrument of ratification, acceptanc, approval or accession”. Any disputes between the parties regarding the interpretation or application of, or compliance with this agreement as well as its protocol shall be settles amicably by consultation or negotiation, as what stated in Art. 31 of this Agreement.
  - l. Annex of this Agreement regulates the Term of Reference of the AHA Centre which state the detail functions of AHA Centre.

### **ASEAN Co-ordinating Centre for Humanitarian Assistance (AHA Centre)**

For the purpose of facilitating co-operation and co-ordination among the Parties, relevant United Nations and international organisations, the ASEAN Co-ordinating Centre for Humanitarian Assistance on disaster

management (AHA Centre) shall be established in promoting regional collaboration. AHA Centre works with the basis that Party will put act first to manage and respond to disasters. If in any situation the Parties need assistance to cope with, it can request directly to any Assisting entity as well as seek assistance from AHA Centre to facilitate such request. AHA Centre carries out the functions set out in ANNEX and any other functions directed by the Conference of the Parties.

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## **The Seventh International Cocoa Agreement 2010**

### **Background**

This agreement established through the United Nations Cocoa Conference 2010 that replaced the current one, which was negotiated in 2001. The conference was held at the Palais des Nations, Geneva on 19 April 2010 from 21 to 25 June 2010 attended by the parties of this agreement, all states members of UNCTAD, and specialized agencies of UN invited to participate in the conference. Then, at the closing plenary on June 2010, the conference adopted one resolution and established the text of the International Cocoa Agreement 2010 that has been drafted before as the outcome of the discussion held by Working Group established by International Cocoa Council. This agreement came into force provisionally on 1 October 2012.

### **Main Principle**

The new Agreement is expected to build on the success of the 2001 Agreement by implementing measures that leads to an increase in the income of cocoa farmers by supporting the producers to improve the functioning of their cocoa economies. This Agreement will deliver a better quality of cocoa by considering the food safety standards and the social, economic, and environmental dimensions of sustainability.

### **Object and Purpose**

In a view in strengthening the global cocoa sector and supporting its sustainable development as well as increasing the benefits to all stakeholders, International Cocoa Agreement 2010 (The 7th International Cocoa Agreement) sets out 11 objectives:

- a. To promote international cooperation in the world cocoa economy.
- b. To provide an appropriate framework for discussion on cocoa matters among the governments and private sector.
- c. To contribute to strengthening the national cocoa economies of member countries through preparation, development, and evaluation of appropriate projects to be submitted to relevant institution

- for financing and seeking finance for the project benefiting Members and the world cocoa economy.
- d. To strive towards obtaining fair prices leading to equitable economic returns to both producers and consumers in the cocoa value chain; and to contribute to a balanced development of the world cocoa economy for the interest of all Members.
  - e. To promote a sustainable cocoa economy in the terms of economic, social, and environment.
  - f. To encourage research and implementation of its findings through the promotion of training and programmes leading to the transfer of technologies suitable for cocoa among the members.
  - g. To promote transparency in the world cocoa economy, and in particular in the cocoa trade, through the collection, analysis and dissemination of relevant statistics and the undertaking of appropriate studies as well as to promote the elimination of trade barriers.
  - h. To promote and encourage consumption of chocolate and cocoa-based products to increase demand for cocoa through the promotion of the positive attributes of cocoa, including health benefits with close cooperation with private sectors.
  - i. To encourage Members to promote cocoa quality and to develop appropriate food safety procedures in the cocoa sector.
  - j. To encourage Members to develop and implement strategies to enhance the capacity of local communities and small-scale farmers to benefit from cocoa production and contribute to poverty alleviation.
  - k. To facilitate the availability of information on financial tools and services that can assist cocoa producers, including access to credit and approaches to manage risk.

## **Concept**

Like the International Cocoa Agreement 2001, the primary objective of this agreement is the development and strengthening of international cooperation between producers and consumers in the cocoa sector. The Agreement provides the streamline of the governing structure of the organization to enhance the efficiency, inclusiveness, and ability to address current challenges. It makes provisions for an Economic Committee to addresses issues regarding the economic dimension of



sustainable development in the cocoa economy and an Administration and Finance Committee which will carry out other administrative and financial tasks that the council may assign.

Furthermore, this Agreement also created a broad-based Consultative Board on the World Cocoa Economy with the very clearly function. It also reinforces the cooperation amongst members by extending it with other stakeholders, including private sector and civil society which also have valuable role in making the more sustainable cocoa value chain.

The transparency in world cocoa market is being enhanced in article 30 of this Agreement that will benefit all actors in the market and small farmers as well through the role of ICCO in collecting, processing, and distributing data from both private and public sources as well as increased cooperation between the ICCO and private sectors.

## **Main Features**

The Agreement consists of XVIII Chapters and Three Annexes with total of 65 Articles.

- a. Chapter I-II sets out the objectives of this agreement and definition of terms.
- b. Chapter III regulates about the International Cocoa Organization related to the headquarters and structures, memberships, and privileges and immunities.
- c. Chapter IV regulates about the International Cocoa Council relate dto its power and funtions, chairman and vice-chairman, section of the council, vote and voting procedure, decisions, cooperation with other organization, invitation and admission of observers, and quorum of the council.
- d. Chapter V sets out the Secretariat of the Organization consists of Executive Director and staff, work programme, an annual report of the organization.
- e. Chapter VI-VIII set out the Administration and Finance Committee, Finance, and Economic Committee,
- f. Chapter IX regulates the market transparency about information and market transparency, stocks, cocoa substitutes, indicator price, conversion factors, scientific research and development.

- g. Chapter X is about market development consisting market analyses, consumption promotion, studies, surveys and reports,
- h. Chapter XI regulates the fine or flavour cocoa, projects, relationship with the common fund for commodities and other multilateral and bilateral donors.
- i. Chapter XIII sets out the sustainable development about standards of living and working conditions, sustainable cocoa economy.
- j. Chapter XIV states the consultative board on the world cocoa economy consists of establishment of the Consultative Board on the World Cocoa Economy, its composition and meeting.
- k. Chapter XV is about relief from obligations and differential and remedial measures about relief from obligation in exceptional circumstances, differential and remedial measures.
- l. Chapter XVI regulates the consultations, disputes and complaints about consultations, disputes, complaints and action by the Council
- m. Chapter XVII sets out the final provisions consists of depositary, signature, ratification, acceptance, approval, notification of provisional application, entry into force, reservations, withdrawal, exclusion, settlement of accounts with withdrawing or excluded Members, duration, extension and termination, and amendments.
- n. Chapter XVIII regulates about the supplementary and transitional provisions consisting special reserve fund and other supplementary and transitional provisions.
- o. Annexes of this agreement consists of Annex A, B, and C. These three annexes sets out the calculation of cocoa exports and imports for the purpose of article 57 and determines the producing countries exporting exclusively or partially fine or flavour cocoa.

### **International Cocoa Organization (ICCO)**

International Cocoa Organization established in 1973 to put into effect the first International Cocoa Agreement which was negotiated in Geneva at the United Nations International Cocoa Conference. Based on Art. 3 of this agreement, the existence of this organization shall continue and administer the provisions and supervise the operation of this agreement. The headquarters of the Organization located in London, unless the Council decides otherwise.

The organization operates its function through :

- a. International Cocoa Council
  - b. The subsidiary bodies of the Council comprising the Administration and Finance Committee, Economics Committee, Consultative Board on the World Cocoa Economy, and other committees established by the Council.
  - c. The Secretariat.
- The member of organization consists of the contracting parties with two categories; exporting members and importing members which may change its category on such condition. The organization have legal personality that gives capacity to contract, acquire and dispose of movable and immovable property and to institute legal proceeding. Status, privileges, and immunities will be given to the Organization, its Executive Director, staff, experts and representatives of the Members based on the Headquarters' agreement concluded between the host country and International Cocoa Organization.

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## **Paris Convention for the Protection of Industrial Property**

### **Background**

After a diplomatic conference in Paris administered by the World Intellectual Property Organization (WIPO) in 1880, Paris Convention for the Protection of Industrial Property was signed by 11 countries, which are Belgium, Brazil, France, Guatemala, Italy, the Netherlands, Portugal, El Salvador, Serbia, Spain, and Switzerland in 1883 at a similar conference with additional Final Protocol. The convention governs almost all international reciprocal patent filing rights. The treaty was later then revised at Brussels, Belgium, on 14 December 1900; at Washington, United States on 2 June 1911; at The Hague, Netherlands, on 6 November 1925; at London, United Kingdom, on 2 June 1934; at Lisbon, Portugal, on 31 October 1958; and at Stockholm, Sweden, on 14 July 1967 and was amended on 28 September 1979. These States had ratified the Convention in 1884. Up until now, there are approximately 169 countries that are parties to the Convention.

### **Concept**

The purpose of the Convention is to protect many kinds of industrial property namely, patents, trademarks, industrial designs, utility models, service marks, trade names, geographical indications, and the repression of unfair competition. The Convention covers of substantive provisions that is divided of three main categories: national treatment, right of priority – an applicant from one contracting State who files a patent application in a contracting State is able to use its first filing date as the effective filing date in another contracting State as long as the applicant files another application for the patent within a year since the first filing – and common rules.

### **Entry into Force**

Paris Convention for the Protection on Industrial Property has entered into force one month after the deposit of the instruments of ratification on 7 July 1884.

## Main Features

Paris Convention for the Protection on Industrial Property consist of 30 Articles covering widest sense of industrial property, which is divided into three main categories of the substantive provisions: national treatment, right of priority, and common rules. The Convention is open to all States where instruments of ratification or accession must be deposited with the Director General of WIPO. The Convention specified that the contracting States constituted themselves into a *Union* for the protection of industrial property (Article 1). Within the same article, it underlies that the industrial property shall apply not only to industry and commerce proper but also apply to agricultural and extractive industries and to all manufacture or natural products, for example, wines, grain, tobacco leaf, fruit, cattle, minerals, mineral waters, beer, flowers, and flour.

As previously mentioned, the Convention is divided into three main categories of substantive provisions. The first category is regarding provisions on national treatment, in regards to the protection of industrial property, each Contracting State must grant the same protection to nationals of other Contracting States that it grants to its own nationals. Non-Contracting States are also entitled to national treatment if they are domiciled or have a real and effective industrial or commercial establishment in a Contracting State.

Second category is regarding provisions for the right of priority in the case of patents, marks, and industrial designs. The right of priority is done on the basis of a regular first application filed in one of the Contracting States, the applicant may, within a certain period of time, apply for protection in any of other Contracting States. It will then be regarded as the first application. Thus, those States with have priority over applications filed by others during the said period of time for the same invention, utility model, mark or industrial design.

Third category is common rules provided by the Convention which all Contracting States must follow, namely: (a) Patents, granted in different Contracting States for the same invention are independent of each other; (b) Filing and registration of marks are not regulated by the Convention as it is determined in each Contracting State by domestic law,

thus no application for the registration of a mark filed by a Contracting State may be refused or invalidated. Where a mark has been duly registered in the country of origin, it may be accepted for filing and protected in its original form in the other Contracting States upon request; (c) Industrial designs must be protected in each Contracting State, and protection may not be forfeited if articles incorporating the designs are not manufactured in that State; (d) Trade names must be protected in each Contracting State without the obligation to file or register the names; (e) Measures of Source Indications must be taken by each Contracting State against direct or indirect use from their producer; and (f) Each Contracting State must provide for effective protection against unfair competition.

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## **Patent Cooperation Treaty**

### **Background**

Patent Cooperation Treaty is an international treaty that was established by the Washington Diplomatic Conference that was held in Washington from 25 May to 19 June 1970. The Treaty also provides patent protection for an invention simultaneously in a large number of countries by filing a single patent application instead of filing several separate national or regional patent applications.

### **Concept**

The Treaty is generally a patent law treaty providing a unified procedure for filing patent applications to protect inventions in each of its Contracting States. The Treaty provides procedures to grant of a patent, however the Patent Cooperation Treaty application itself does not result in the grant of patent but to grant of patent is also a prerogative of each national or regional authority.

### **Entry into Force**

The treaty entered into force on 24 January 1978, initially with 18 Contracting States but now has more than 145 Contracting States. The first international applications were filed on 1 June 1978, amended in 1979, and modified in 1984 and 2001.

### **Main Features**

The Treaty consists of 69 Articles consisting of provisions regarding Introductory Provisions (Article 1-2) on Establishment and Definitions, Procedures on international application and international search (Article 3-30), Preliminary Examination (Article 31-42), Common provisions (Article 43-49), Technical Services (Article 50-52), Administrative Provisions (Article 53-58), Disputes (Article 59), Revision and Amendment (Article 60-61), and Final Provisions (Article 62-69).

The Treaty provides procedures to grant patents that include filing, international search by the International Searching Authority, international publication, supplementary international search which will be

done by the Authority upon request, international preliminary examination that is also conducted by the authority upon request as two of the latter are optional steps, and national phase as the final procedure.

In order to protect the invention of patents there are two steps that is required to be followed by the Treaty, namely: (1) Direct route or known as Paris route that is, directly file separate patent applications at the same time in different countries which the invention would like to be protected, or having filed in a Paris Convention for the Protection of Industrial Property (“Paris Convention”) country and separate patent applications in other Paris Convention countries within the period of 12 months from the filing date of the first patent application. (2) Patent Cooperation Treaty route where filing an application under the Patent Cooperation Treaty, directly or within the period of 12 months provided by the Paris Convention from the filing date of a first application.

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