

**CHAPTER 16.****MARSHALL ISLANDS INTER-GENERATIONAL TRUST FUND****ARRANGEMENT OF SECTIONS****Section**

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To create and make financial provisions concerning the Marshall Islands Inter-generational Trust Fund: to provide for information to be available to or about the Fund; and for connected purposes. [The section numbering style has been modified to conform to new code format]

Commencement: April 7, 1999  
 Source: P.L. 1999-90  
 P.L. 2002-51

**§1601. Short Title.**

This Act may be cited as the Marshall Islands Inter-generational Trust Fund Act 1999. [P.L. 1999-90, §1.]

**§1602. Definitions.**

In this Act, unless the context otherwise requires,

(1) "Agreement" means the international treaty to be concluded, entitled the Agreement concerning an International Trust Fund for Marshall Islands, to which the Marshall Islands will be a party in the form provided in Schedule 1 to this Act.

(2) "Advisory Committee" means the Advisory Committee for the Trust Fund.

(3) "Board" means the Board of Directors of the Trust Fund.

(4) "Fund" means a fund other than the General Fund established by Act of Nitijela.

(5) "General Fund" means the Marshall Islands General Fund established by Article VIII Section 3 of the Constitution.

(6) "Government" means the Government of the Republic of the Marshall Islands.

(7) "Trust Fund" means the Marshall Islands Inter-generational Trust Fund to be set up by the Agreement and the provisions of this Act. [P.L. 1999-90, §2.]

**§1603. The Marshall Islands Inter-generational Trust Fund.**

(1) A Marshall Islands Inter-generational Trust Fund, (hereinafter “The Trust Fund”) is hereby established.

(2) The Trust Fund is not a public fund or account within the meaning of Article VIII, of the Constitution and shall not be pledged or otherwise be used for collateral to secure the repayment of any loan or guarantee. [Subsection (2) amended by P.L. 2002-51]

**§1604. Purposes of the Trust Fund.**

The purposes of the Trust Fund are:

(1) to assist the Government in achieving greater financial autonomy in the management of its recurrent budget;

(2) to enable to Government to provide adequate levels of social infrastructure and services;

(3) ensure that revenue is available to cover long-term maintenance and operating costs of social infrastructure and services; and

(4) enhance the capacity of the Government to effectively use external capital development assistance. [P.L. 1999-90, §4.]

**§1605. Government Contributions to the Trust Fund.**

(1) Payments may be made into the Trust Fund as follows:

(a) any funds appropriated by Nitijela for the purpose of making contributions to the Trust Fund;

(b) with the consent in writing from the donor, any unanticipated overseas income as provided in any appropriation act received during any financial year;

(c) moneys received by the Government from any other source;

(d) contributions under this section may be made as outright payments, donations, grants or interest free loans.

(2) Notwithstanding the provisions of subsection (1) of this section, the Government shall, in addition to the initial contribution of \$3,550,000 make an additional contribution to the Trust Fund as follows:

(a) 2.0 million from the ADB FFMP Loan

(b) 16.8 million in fiscal year 2002

(c) 16.5 million in fiscal year 2003

(3) Moneys or investments from any Fund other than the General Fund may be contributed in accordance with subsection (1)(a) or (2) of this section without further procedure notwithstanding the purposes for which the Fund was established. [P.L. 1999-90, §5 paragraph letters (a), (b) and (c) added under subsection (2)][subsection (2) amended by P.L. 2002-51]

**§1606. Moneys received by the Government from the Trust Fund.**

(1) Shall become public money of the Marshall Islands and shall be paid only into the

General Fund in accordance with Article VIII, Section 3 (2) of the Constitution.

(2) Shall be spent only in accordance with Article VIII, Section 4(1) (a) or (b) of the Constitution.

(3 ) Shall be accounted for in accordance with Part W of Title 11 MIRC, Chapter 1, (Financial Management Act 1990) and audited in accordance with Article VIII, Section 15 of the Constitution and Title 3 MIRC, Chapter 9, (Auditor-General (Definition of Duties, Functions and Powers) Act 1986).

(4) Shall, notwithstanding the provisions of any other law be used for the payment of any debt service or other charge on the General Fund. [P.L. 1999-90, §6.]

#### **§1607. Requests for Records.**

The Secretary of Finance or any other public officer shall, upon request, give the Board or the Advisory Committee (or any person authorized by them or on their behalf):

(1) any information or documents which the Auditor-General would be entitled to demand under Article VIII, Section 15 of the Constitution and Section 915 of Title 3 MIRC, Chapter 9;

(2) any information or documents relating to the National Budget, including annual budget estimates of revenues and expenditures at any time whether before or after an Annual Appropriation Act or Supplementary Appropriation Act has been presented to Nitijela.

(3) any Annual Report made to the Minister pursuant to Title 11 MIRC, Chapter 1,

(4) any Annual report of the Auditor General to the Nitijela made pursuant to Article VIII, Section 15 (4) of the Constitution. [P.L. 1999-90, §7.]

#### **§1608. Reports to Nitijela.**

The following documents of the Trust Fund shall be laid before Nitijela at its sitting next following the date on which the document is received by the Cabinet:

(1) the Annual Report by the Board;

(2) the annual accounts of the Trust Fund;

(3) the report by the Auditor of the Trust Fund on its annual accounts; and

(4) the Annual report and first six-monthly report of the Advisory Committee. [P.L. 1999-90, §8.]

#### **§1609. Interpretation.**

The provisions of this Act shall be read consistently with the provisions of the Agreement, provided however, that in the event of any inconsistency, the provisions of the Agreement shall prevail. [P.L. 1999-90, §9.]

#### **§1610. Regulations.**

The Cabinet may make regulations consistent with the provisions of this Act for the better carrying out of the purposes of this Act. [P.L. 1999-90, §10.]

#### **§1611. Interim Administration of Trust Fund.**

(1) Until such time that the Agreement is concluded and in effect, the Trust Fund shall be administered by an Interim Board of Directors (Interim Board) as follows;

(a) Minister of Finance - Chairman

- (b) Minister of Foreign Affairs - Member
  - (c) Minister of Justice - Member
  - (d) Chairman, Nitijela Appropriations Committee.
- (2) The Secretary of Finance will act as Secretariat to the Interim Board.
- (3) The Interim Board shall be responsible for selecting and retaining a reputable Trust Fund Manager who will act as custodian of the Trust Fund.
- (4) The Trust Fund Manager shall;
- (a) be a United States firm that manages trust assets in excess of US\$1 billion;
  - (b) be selected by the Interim Board based on a competitive request for proposals;
  - (c) invest the Trust Fund in prudent and reasonable manner;
  - (d) report to the Interim Board at such times and manner as the Interim Board may direct.
- (5) Except for purposes of administration and management, no withdrawals shall be made from the Trust Fund and any earned profits or income shall be re-invested in the Trust Fund.
- (6) The Cabinet shall establish by-laws or other procedures for the governance and operation of the interim Board in accordance with section 1610.
- (7) The provisions of this section shall cease to apply as of the date the Trust Fund vests with the Board of Directors established pursuant to the Agreement. [new section added by P.L. 2002-51]

**§1612. Effective Date.**

This Act shall take effect on the date of certification in accordance with Article IV, Section 21 of the Constitution. [P.L. 1999-90 ][this section re-numbered as section 1512 to accommodate new section 1511]

**SCHEDULE 1**

AGREEMENT CONCERNING AN INTERNATIONAL TRUST FUND FOR THE REPUBLIC OF THE MARSHALL ISLANDS THE PARTIES TO THIS AGREEMENT,

CONSCIOUS THAT the Republic of the Marshall Islands is one of the world’s smallest independent developing countries in terms of both land area and population, and has few financial reserves and minimal revenue generating capacity;

FURTHER CONSCIOUS THAT in order to progress towards self-sufficiency the Republic of the Marshall Islands needs assistance to overcome special difficulties of remoteness and lack of natural resources;

RESPECTING the independence of the Republic of the Marshall Islands in the management of its economy;

WISHING, for the purpose of contributing to the long-term financial viability of the Republic of the Marshall Islands to establish a trust fund to provide the Government of the Republic of the Marshall Islands with a reliable source of revenue;

HAVE AGREED as follows:

**PART I: ESTABLISHMENT**

**ARTICLE 1**

**ESTABLISHMENT OF THE REPUBLIC OF THE MARSHALL ISLANDS INTER-GENERATIONAL TRUST FUND**

1. There shall be established by this Agreement an international organization to be known as the Republic of the Marshall Islands Inter-generational Trust Fund (in this Agreement called “the Fund”), which shall be governed by the provisions of this Agreement.
2. The Parties to this Agreement shall be the members of the Fund.

**ARTICLE 2**

**PURPOSE OF THE FUND**

The purpose of the Fund is to contribute to the long-term financial viability of the Republic of the Marshall Islands by providing an additional source of revenue for recurrent expenses of the Government of the Republic of the Marshall Islands in order to:

- (a) assist the Government to achieve greater financial autonomy in the management of its recurrent budget;
- (b) enable the capacity of the Government to receive and effectively utilize external capital development and technical assistance;
- (c) enhance the capacity of the Government to receive and effectively utilize external capital development and technical assistance;
- (d) enable the Government to meet long-term maintenance and operating costs of social and economic infrastructure and services.

**ARTICLE 3**

**POWERS OF THE FUND**

The Fund shall have all powers necessary for the fulfilment and achievement of its purpose.

**ARTICLE 4**

**LIMITATION OF LIABILITY**

Party or contributor to the Fund shall be liable, by reason of its being a Party to this Agreement or of its

contribution, as the case may be, for acts or obligations of the Fund.

## ARTICLE 5

### LEGAL STATUS, PRIVILEGES AND IMMUNITIES.

1. To enable the Fund to carry out its purpose, each Party shall accord to the Fund, in its territory, the legal status, privileges and immunities set out in this Article.
2. The Fund shall possess juridical personality and, in particular, capacity to:
  - (a) contract;
  - (b) acquire and dispose of immovable and movable property; and
  - (c) institute legal proceedings.
3. The Fund shall be exempt from any exchange control regulations, restrictions or moratoria.
4. Within the scope of its official activities, the Fund, its property and assets shall be exempt from all direct taxation.

## PART II: BOARD

### ARTICLE 6 - BOARD

1. There shall be a Board of Directors of the Fund.
2. The Directors shall be:
  - (a) a Director appointed by the Government of the Republic of the Marshall Islands, who shall be Chairman of the Board;
  - (b) one Director appointed by each other original Party; and
  - (c) one Director appointed by each other Party which contributes to the Fund more than an amount fixed by the Board from time to time by a majority which shall include the votes of all the Directors appointed by the original Parties.
3. An alternate Director may be appointed by the Party appointing Director under paragraph 2 of this Article and may participate in any meeting of the Board when the substantive Director is for any reason temporarily unable to attend.
4. All the powers of the Fund shall be vested in and exercisable by the Board.
5. The functions of the Board shall include:
  - (a) the operation, supervision and management of the Fund;
  - (b) the investment and distribution of resources of the Fund; and
  - (c) authorization of the conclusion of agreements and arrangements with governments and other international organizations.
6. Directors shall serve as such without payment of remuneration or expenses by the Fund.
7. The Board shall meet as necessary and reasonable notice shall be given of meetings.
8. For the purposes of meetings of the Board, two-thirds of Directors, or alternates of absent Directors, shall constitute a quorum.
9. Except where otherwise provided in this Agreement, questions before the Board shall be decided by a majority of votes of Directors, and alternates of absent Directors, present and voting at the meeting. The Chairman shall have a deliberative vote and, in the event of an equality of votes where a simple majority is required, shall also have a casting vote.
10. The Board shall establish its own Rules of Procedure.

## PART III- ADVISORY COMMITTEE

### ARTICLE 7

#### ADVISORY COMMITTEE

1. There shall be an Advisory Committee with the functions of;

- (a) advising the Government of the Republic of the Marshall Islands on the progress of the economy of the Republic of the Marshall Islands and the effect of the Fund socially and economically on the Republic of the Marshall Islands; and
- (b) submitting an interim report after the first six months and thereafter an annual report on all these matters to the Government of the Republic of the Marshall Islands and to the Board.

- 2. The Advisory Committee, in the performance of its functions, shall consider and advise on Republic of the Marshall Islands National Budgets and estimates, annual accounts and finances having capital and the returns available from it.
- 3. The Advisory Committee shall consist of two members, or such other number as may be decided by the Parties. The members of the Advisory Committee shall be appointed by agreement of all the Parties.
- 4. Members of the Advisory Committee shall be paid such remuneration and expenses as the Board may approve.
- 5. Members of the Advisory Committee shall visit the Republic of the Marshall Islands on a regular basis.

**PART IV: RESOURCES OF THE FUND**

**ARTICLE 8**

**RESOURCES**

- 1. The resources of the Fund shall consist of -
  - (a) initial contributions under Article 9;
  - (b) additional contributions under Article 10; and
  - (c) returns derived from the operations of or sums otherwise accruing to the Fund.
- 2. The resources of the Fund shall be held in trust and administered by the Board and used only for the purpose of, and in accordance with this Agreement.

**ARTICLE 9**

**INITIAL CONTRIBUTIONS BY PARTIES**

- 1. Each original Party agrees to contribute to the Fund the amount specified in the Annex.
- 2. Any other Party which accedes to this Agreement in accordance with paragraph 6 of Article 29 shall make an initial contribution to the Fund in accordance with arrangements agreed by the Board with the agreement of all Directors.

**ARTICLE 10**

**ADDITIONAL CONTRIBUTIONS FROM PARTIES AND OTHER CONTRIBUTIONS**

- 1. The Fund may accept additional contributions from Parties and contributions from other contributors, in accordance with Article 11, in the form of grants or, with the agreement of all Directors, in the form of
  - (a) interest free loans; or
  - (b) interest free suspensory term loans.
- 2. The Fund may refuse a contribution Wit considers that it would not be in the interests of the Fund or would not be in the interests of the Republic of the Marshall Islands to accept it.
- 3. The Fund shall not issue negotiable or transferable obligations evidencing indebtedness for loans received under paragraph 1 of the Article.

**ARTICLE 11**

**CONDITIONS GOVERNING CONTRIBUTIONS**

1. Contributions shall be made for purpose of the Fund without further restriction as to use and, except for the repayment of loans made under paragraph I of Article 10, shall not be refunded to contributors except in accordance with Article 25 or with paragraph 5 of Article 29.
2. A contribution to the Fund under this Agreement shall not constitute or imply any commitment by any Party or contributor to make any further contribution to the Fund.

### **PART V: FUND MANAGERS**

#### **ARTICLE 12**

##### **FUND MANAGERS**

1. The Board shall appoint one or more Fund Managers from time to time on such terms and conditions as it determines.
2. The Board shall lay down investment guidelines for the Fund Managers. In so doing, it shall ensure that the capital of the Fund is invested in a balanced portfolio.
3. The Board may delegate to the Fund Managers responsibility for the day to day administration of the Fund.
4. The Fund Managers shall provide such reports on the value and disposition of the resources of the Fund, such reviews of its performance and such advice on it as are required by the Board.
5. The remuneration and expenses of the Fund Managers in carrying out their duties in administration of the Fund shall be met by the Fund.

### **PART VI: OPERATION OF THE FUND**

#### **ARTICLE 13**

##### **ADMINISTRATIVE BUDGET**

The Board shall arrange for the preparation of an annual administrative budget by June 1<sup>st</sup> each year.

#### **ARTICLE 14**

##### **CALCULATION OF REAL VALUE**

For the purposes of this Agreement “real value” shall be calculated by adjusting the value of contributions when made to current prices in line with movements in the United States Consumer Price Index.

#### **ARTICLE 15**

##### **RE-INVESTMENT AND DISTRIBUTION POLICY**

1. The Board shall establish, and revise from time to time, a re-investment and distribution policy. In so doing, the Board, in order to contribute to the long term financial viability of the Republic of the Marshall Islands, shall balance the provision of immediate additional revenue for recurrent expenditure against the need to maintain, so far as possible, the value of the Fund’s capital at not less than the real value of the initial capital of the Fund as increased by the real value of additional contributions.
2. For the purposes of this Agreement, “re-investment” shall mean the process whereby Fund returns, whether in the form of income or appreciation, become part of the capital of the Fund.

#### **ARTICLE 16**

##### **RE-INVESTMENT AND DISTRIBUTION TO THE GOVERNMENT OF THE REPUBLIC OF THE MARSHALL ISLANDS**

1. At the end of each financial year, the resources of the Fund (after the administration and other costs of the Fund have been met) shall be available for re-investment and for distribution to the Government of the Republic of the

Marshall Islands during the following financial year as additional revenue for financing recurrent budgetary expenditure in accordance with this Article.

2.(a) Subject only to paragraph 5 of this Article, the Board shall ensure that an amount of the Fund returns in each financial year is re-invested at the end of that financial year as capital of the Fund, such amount being that necessary to maintain the opening balance of the Fund’s capital for the following financial year at the real value of the initial capital of the Fund as increased by the real value of additional contributions.

(b) For the purposes of this Agreement “Fund returns” in any financial year shall mean the returns accruing to the Fund in that year by way of income generated from the Fund resources and the capital appreciation of those resources.

3.(a) To enable the Government of the Republic of the Marshall Islands to prepare its National Budget and estimates for the following financial year, by July 30 each year the Board shall inform the Government of the Republic of the Marshall Islands of the returns available for distribution in the following financial year.

(b) For the purposes of this Agreement “returns available for distribution” means that amount remaining from the Fund returns after the administration and other costs of the Fund have been met, and after re-investment in accordance with paragraph 2 of this Article.

4. The Board shall distribute to the Government of the Republic of the Marshall Islands each year the returns available for distribution or such lesser amount as the Government of the Republic of the Marshall Islands may specify. This distributions shall be made as such times and in such proportions as the Government of the Republic of the Marshall Islands and the Board agree.

5. If in any financial year, there are insufficient returns available for distribution to meet the recurrent budgetary needs of the Government of the Republic of the Marshall Islands, then the Board may, having regard to the policy established under Article 15 and with the agreement of two-thirds of the Directors present and voting, agree on an additional payment from any of the resources of the Fund to the Government of the Republic of the Marshall Islands.

6. Returns available for distribution to the Government of the Republic of the Marshall Islands but not distributed under paragraph 4 of the Article shall be re-invested and shall be deemed to be additional contributions of the Government of the Republic of the Marshall Islands in accordance with Article 10.

**ARTICLE 17**

**TEMPORARY BORROWING POWERS**

1.The Fund shall not accept any loan except in accordance with Article 10 or with paragraph 2 of this Article.

2.(a) For the purpose of making a payment to the Government of the Republic of the Marshall Islands in accordance with Article 16, and subject to the unanimous agreement of the Board the Fund may borrow moneys for such periods not exceeding six months and in such amounts as the Board considers necessary.

(b) The Fund may charge all or any part of the property of the Fund as security for borrowing under sub-paragraph (a).

**ARTICLE 18**

**FINANCIAL YEAR**

The financial year of the Fund shall end on the 30<sup>th</sup> of September in each year.

**ARTICLE 19**

**REVIEW AND EVALUATION**

1. The Parties shall periodically, at such intervals as they deem appropriate, review the effectiveness of the Fund in accomplishing its purpose as set out in Article 2.

2. The first review shall take place not later than three years after this Agreement enters into force.

**PART VII: UNDERTAKING OF THE REPUBLIC OF THE MARSHALL ISLANDS****ARTICLE 20****UNDERTAKING OF THE REPUBLIC OF THE MARSHALL ISLANDS**

1. The Government of the Republic of the Marshall Islands shall treat all moneys received by it from the Fund as public moneys of the Republic of the Marshall Islands and as such subject to Nitijela appropriation and scrutiny.
2. The Government of the Republic of the Marshall Islands shall on request provide full information and documents to the Board and the Advisory Committee of and in relation to the Republic of the Marshall Islands National Budgets and estimates, the annual accounts and the report of the Auditor- General (including any information or documents which the Auditor General would be entitled to demand) and financial, social and economic data held by the Government of the Republic of the Marshall Islands.
3. The Government of the Republic of the Marshall Islands shall ensure that the accounts of and reports relating to the Fund submitted to the Republic of the Marshall Islands under Article 23 are promptly laid before the Nitijela of the Republic of the Marshall Islands.
4. The Government of the Republic of the Marshall Islands shall maintain a practice of prudent financial management, control of expenditure and the utilization of all reasonable opportunities for mobilizing additional revenue.
5. The Government of the Republic of the Marshall Islands shall use its best endeavors to make additional contributions to the Fund, in accordance with Article 10, from its revenues from whatever source.
6. The Government of the Republic of the Marshall Islands shall ensure that legislation is enacted and maintained to give effect to the obligations under paragraphs 1 to 3 of this Article.

**PART VIII: ACCOUNTS AND AUDIT****ARTICLE 21****ACCOUNTS**

The Board shall cause the Fund Managers to keep all proper books and records of account of the assets, property, liabilities, income and expenditure and transactions to the Fund, and to produce these promptly in order to facilitate audit.

**ARTICLE 22****AUDIT**

1. At the end of each financial year the accounts of the Fund shall be audited by an Auditor (who has no connections with the Fund Managers) appointed by the Board.
2. The Auditor shall satisfy himself that the accounts of the Fund have been properly prepared in accordance with internationally recognized standards of accounting practice and he shall either;
  - (a) state in his report that:
    - (i) the accounts have been properly prepared in accordance with the books and records of the Fund;
    - (ii) the books and records of the Fund have been properly kept and contain information adequate for the purposes of his audit;
    - (iii) the balance sheet and income and expenditure account of the Fund give a true and fair view of the Fund's financial position; and
    - (iv) the financial affairs of the Fund have been properly conducted in accordance with this Agreement;

or

(b) notify the Board that he is unable to complete his report as provided in sub-paragraph (a), giving his reasons therefor.

3. The Auditor shall include in his report information on the performance of the Fund Managers in the investment of the Fund in accordance with the guidelines laid down by the Board with particular comparative reference to the performance of managers of other funds of a similar size and nature.

4. The Auditor shall submit his report to the Board.

**ARTICLE 23**

**ANNUAL REPORTS**

Within six months of the end of the financial year the Board shall publish and shall submit to each Party:

- (a) an Annual Report on the activities and management of the Fund, including also the annual report of the Advisory Committee under sub-paragraph 1(b) of Article 7;
- (b) the accounts of the Fund for that year audited in accordance with Article 22;
- (c) the report of the Auditor under Article 22.

**PART IX: WITHDRAWAL AND TERMINATION**

**ARTICLE 24**

**WITHDRAWAL**

1. The Government of the Republic of the Marshall Islands may give notice to terminate the operations of the Fund in accordance with Article 25, but may not otherwise withdraw from the Agreement.

2. Except as provided in paragraph 3 of Article 25, any other Party may withdraw from this Agreement by depositing an instrument of withdrawal with the Depositary.

3. A Party which withdraws from this Agreement shall have no rights under this Agreement except as provided in this paragraph and Article 27 and:

- (a) no refund of its contributions shall be made to it except on a distribution of assets under paragraph 4 of Article 25; but
- (b) it shall remain liable for all financial obligations undertaken by it to the Fund in accordance with this Agreement

**ARTICLE 25**

**TERMINATION AND DISTRIBUTION OF ASSETS**

1. Except as provided in paragraph 5 of Article 29, the Fund's operations shall be terminated:

- (a) by a decision of the Board taken by a majority including votes of two-thirds of the Directors appointed by the original Parties; or
- (b) upon the Government of the Republic of the Marshall Islands giving notice of termination in accordance with Article 24.

2. Upon termination of operations the fund shall immediately cease all activities, except those incidental to the orderly realization and conservation of its assets and the settlement of its obligations.

3. On final settlement of the obligations of the Fund and the distribution of its assets this Agreement shall

terminate. Until then the Fund shall remain in existence and all rights and obligations of the Fund and the Parties under this Agreement consistent with the termination of the Fund's operations shall continue unimpaired, except that no Party may withdraw.

4.(a) No distribution of assets shall be made until all liabilities to creditors have been discharged.

(b) Subsequently, the assets of the Fund shall be distributed as follows:

(i) the real value of contributions made by the Government of the Republic of the Marshall Islands shall be paid to that Government; and

(ii) any remaining assets of the Fund shall be distributed to the Government of the Republic of the Marshall Islands unless the Board by a two-thirds majority decides otherwise.

## PART X: MISCELLANEOUS PROVISIONS

### ARTICLE 26

#### AMENDMENTS

1. This Agreement may be amended by further agreement between the Parties in accordance with the procedure set forth in paragraph 2 of this Article or otherwise as they may agree.

2. The Depositary shall, at the request of the Board, circulate proposed amendments to all the Parties. Amendments shall enter into force on the date on which all Parties have deposited an instrument of acceptance or on such later date as is specified in the amendment.

### ARTICLE 27

#### ARBITRATION

Any dispute, whether during the life of the Fund or on the termination of its operations, between:

- (a) the Fund and a Party or former Party; or
- (b) Parties or former Parties,

which cannot be resolved through consultation, may at the option of the disputants be submitted to arbitration by one arbitrator, to be appointed by the disputants, or, if they are unable to agree on an arbitrator within 30 days, appointed by the President of the International Court of the Justice. The decision of the arbitrator shall be final and binding on the disputants.

### ARTICLE 28

#### DEPOSITORY

The Depositary for this Agreement shall be determined by Regulations promulgated by the Cabinet.

### ARTICLE 29

#### FINAL PROVISIONS

1. This Agreement shall be open for signature and, if appropriate, ratification by the Government of the Republic of the Marshall Islands and other donor nations. These Governments and international organizations shall, after they have become and while they remain Parties to this Agreement, be referred to as "the original Parties".

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