

**No. 19282**

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**MULTILATERAL**

**Agreement on the establishment of the South Pacific Board  
for Educational Assessment (with annexes). Done at  
Papeete on 11 October 1979**

*Authentic text: English.*

*Registered by Fiji on 17 November 1980.*

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**MULTILATÉRAL**

**Accord sur la création de l'Office du Pacifique Sud pour  
l'évaluation de l'éducation (avec annexes). Fait à  
Papeete le 11 octobre 1979**

*Texte authentique: anglais.*

*Enregistré par le Fidji le 17 novembre 1980.*

## AGREEMENT<sup>1</sup> ON THE ESTABLISHMENT OF THE SOUTH PACIFIC BOARD FOR EDUCATIONAL ASSESSMENT

The Contracting Parties to this Agreement,

Reaffirming the belief that it is the right of every country to develop its own curricula based upon its national needs;

Agreeing that each country has the right to establish and maintain its own assessment/examination/moderation procedures;

Convinced of the need to work towards cooperation and coordination of scarce educational resource and expertise in the region;

Having regard to the decision of the Directors/Secretaries of Education that a South Pacific Board for Educational Co-operation be established;

Have agreed as follows:

### *Article I. ESTABLISHMENT OF THE BOARD*

1. There shall be established the South Pacific Board for Educational Assessment (hereinafter called the "Board").

### *Article II. ADMINISTRATION*

1. The Board shall have an Executive Secretariat (hereinafter called the "Secretariat").

2. The Secretariat shall be located in Fiji and shall operate in accordance with the provisions of this Agreement.

### *Article III. MEMBERSHIP*

1. The Governments of the Cook Islands, Fiji, Kiribati, Nauru, New Hebrides, Niue, Solomon Islands, Tonga, Tuvalu and Western Samoa shall be entitled to membership of the Board and shall become Contracting Parties pursuant to article X.

2. Other Governments may be admitted to membership of the Board in accordance with article X.

3. Observer/Consultative status shall be given to one (1) representative from the University of the South Pacific, one (1) representative from the South Pacific

<sup>1</sup> Came into force in respect of the following States on 14 November 1980, i.e., one month from the day on which instruments of ratification had been deposited by the last of a minimum of seven of the Governments, in accordance with article X (3):

<i>State</i>	<i>Date of deposit of the instrument of ratification</i>	<i>State</i>	<i>Date of deposit of the instrument of ratification</i>
Cook Islands . . . . .	31 July 1980	Solomon Islands . . . . .	29 April 1980
Fiji . . . . .	12 June 1979	Tonga . . . . .	6 May 1980
Kiribati . . . . .	2 February 1980	Tuvalu . . . . .	27 June 1980
Samoa . . . . .	14 October 1980		

Commission, and a representative from each of Australia, New Zealand and the United Kingdom.

#### *Article IV. THE BOARD*

1. The Board shall be composed of one representative of each of the Contracting Parties to this Agreement.
2. The principal powers and functions of the Board shall be to:
  - (a) Establish the general policies of the Board;
  - (b) Agree upon and define the areas of priority in the work programme of the Secretariat;
  - (c) Approve the annual budget of the Secretariat;
  - (d) Approve the annual or interim report of the Director on the operations of the Secretariat and transmit such report to member Governments and organisations;
  - (e) Lay down staff establishment and salary scales;
  - (f) Appoint the Director who shall be the Chief Executive Officer of the Secretariat and fix the terms and conditions of his employment;
  - (g) Direct and advise the Director in the general management of the Secretariat.
3. Where appropriate, the Board may make recommendations to Governments.
4. The Board shall appoint a Chairman and a Vice-Chairman at its first and subsequent annual meetings. The Chairman shall remain in office for a term not exceeding two (2) years. His appointment shall not exceed two (2) consecutive terms.
5. In the event of the absence of the Chairman for any meeting, the Vice-Chairman shall preside.
6. The Board shall hold a meeting at least once in a calendar year and shall hold such other meetings as in the opinion of the Chairman are necessary for the efficient conduct of the Secretariat.
7. Each representative of Contracting Parties on the Board shall have one vote. All matters shall be decided by a majority of the representatives present and voting.
8. The person presiding at a meeting of the Board shall have a deliberative vote and in the event of an equality of votes, also a casting vote.
9. At any meeting of the Board at least 70% of voting members shall constitute a quorum.
10. The Board shall establish its own rules or procedure.

#### *Article V. OBJECTS*

1. The function of the Board shall be to assist each country to develop its assessment procedures towards national educational certificates by
  - (i) Training personnel in the region in the development and use of assessment procedures;

- (ii) Assisting in the development of assessment instruments;
- (iii) Assisting in the moderation of assessment instruments developed in the region;
- (iv) Assisting in the moderation of assessment procedures used in the region;
- (v) Approving prescriptions for and providing examination papers in such subjects as are determined from time to time by the Board for regional or sub-regional assessment towards national certificates.

#### *Article VI. SECRETARIAT*

1. The Secretariat of the Board shall consist of a Director and such further staff as may be appointed by the Director in accordance with the establishment and salary scales laid down by the Board.

#### *Article VII. FUNCTIONS OF THE DIRECTOR*

1. The principal functions of the Director shall be:

- (a) To implement the general policies of the Board;
- (b) To develop, manage and operate the Secretariat and its associated services and be responsible for the control, organisation, appointment and dismissal of employees of the Secretariat in accordance with the directions of the Board;
- (c) To ensure that in appointing employees of the Secretariat and subject to the paramount importance of securing the highest standard of efficiency and technical competence to pay due regard to the recruitment of personnel on as equitable a geographical basis as possible;
- (d) To report to and advise the Board on a regular basis upon any matter concerning the Secretariat and to submit an annual report including audited accounts of the operation of the Secretariat.

2. The Director shall service and attend the meeting of the Board.

#### *Article VIII. BUDGET*

1. The Annual Budget of the Secretariat shall be prepared by the Director and approved by the Board.

2. The cost of operating the Secretariat shall be borne by member governments in the shares set out in the annex to this Agreement, subject to review from time to time.

#### *Article IX. LEGAL STATUS AND PRIVILEGES*

1. The Board shall enjoy the legal capacity of a body corporate in the territories of member Governments.

2. The Board shall have its registered office in and shall be constituted in accordance with the laws of Fiji.

3. The Board shall be free of prohibition on importation or exportation of goods imported or exported for its official use.

*Article X.* SIGNATURE, ACCESSION, ENTRY INTO FORCE

1. This Agreement shall be open for signature by the Governments of Cook Islands, Fiji, Kiribati, Nauru, New Hebrides, Niue, Solomon Islands, Tonga, Tuvalu and Western Samoa.

2. This Agreement is subject to ratification.

3. This Agreement shall enter into force between Governments hereinafter referred to in this clause one (1) one month from the day on which instruments of ratification have been deposited by the last of a minimum of seven (7) of the Governments referred to in clause one (1) of this article.

4. Other Governments, with the approval of the Board, may accede to this Agreement.

5. The original of this Agreement shall be deposited with the Government of Fiji who shall transmit certified copies thereof to all Contracting Parties and shall register this Agreement with the Secretary-General of the United Nations, and the depositary Government shall also inform Contracting Parties of the entry into force of this Agreement and shall notify Contracting Parties of the deposit of all instruments of ratification and accession.

6. For Governments subsequently ratifying or acceding to this Agreement, this Agreement shall enter into force on the date of the deposit with the depositary Government of their respective instruments of ratification or accession and as from such date those Governments shall be deemed to be Contracting Parties for the purpose of this Agreement.

*Article XI.* WITHDRAWAL FROM AGREEMENT

1. Any Government may denounce this Agreement by notification addressed to the depositary Government and such denunciation shall take effect one year after the day upon which the depositary Government has received the notification.

2. The depositary Government shall immediately transmit to all Contracting Parties any notice of intention or to withdraw which has been received by it and the date from which any such withdrawal will become effective.

*Article XII.* AMENDMENTS TO THIS AGREEMENT

1. This Agreement may be amended at any time by the unanimous agreement of all the Contracting Parties. The text of any amendment proposed by a Contracting Party shall be submitted to the depositary Government who shall transmit it to all Contracting Parties within one (1) month.

2. If three (3) or more Contracting Parties request a meeting to discuss the proposed amendment, the depositary Government shall call a meeting of the Board to be held within three (3) months of the date of such request.

3. If all Contracting Parties agree to any proposed amendment, it shall be open to ratification.

4. An amendment shall come into force when the depositary Government has received instruments of ratification in respect thereof from all Contracting Parties.

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

OPEN FOR SIGNATURE at Papeete this eleventh day of October 1979.

For the Government of Cook Islands:

[JAMES GOSSELIN]<sup>1</sup>  
this 11th day of October 1979

For the Government of Fiji:

[J. KOTOBALAVU]  
this 11th day of October 1979

For the Government of Kiribati:

[EREMIA TATA]  
this 11th day of October 1979

For the Government of Nauru:

this day of 1979

For the Government of the New Hebrides:

this day of 1979

For the Government of Niue:

[Dr. ENETAMA]  
this 11th day of October 1979

For the Government of the Solomon Islands:

[WAETA BEN]  
this 11th day of October 1979

For the Government of Tonga:

[S. MA'AFU TUPOU]  
this 11th day of October 1979

For the Government of Tuvalu:

[KAMUTA LATASI]  
this 11th day of October 1979

For the Government of Western Samoa:

[LETUI TAMATOA]  
this 11th day of October 1979

<sup>1</sup> Names of signatories appearing between brackets were not legible and have been supplied by the Government of Fiji—Les noms des signataires donnés entre crochets étaient illisibles et ont été fournis par le Gouvernement de Fidji.

*Annex to article VIII(2)*

1. The cost of operating the Secretariat shall be met from contributions in the following proportions:

United Kingdom:	25%
Australia:	25%
New Zealand:	25%
Signatory Governments:	25%

2. The contributions from the United Kingdom, Australia and New Zealand initially shall be for a period of three years.

3. The contributions from the signatory Governments shall be borne on an equal-share basis.

ANNEX

DRAFT BUDGET FOR SOUTH PACIFIC BOARD  
FOR EDUCATIONAL ASSESSMENT

CONTENTS

Introduction	
Summary of Initial Expenditure	
Summary of Recurrent Expenditure	
Details of Initial Expenditure	
Details of Recurrent Expenditure	

INTRODUCTION

The draft budget is in two parts:

- a) *Initial Expenditure*: This is an estimate of expenses required to purchase office equipment and transport and to meet the cost of alterations to bring leased premises into suitable working conditions. Included is the initial cost of recruitment of professional staff, salary for 6 months of a secretary-typist during the period required to set up the Board and associated incidental costs.
- b) *Recurrent Expenditure*: This section provides for the maintenance of a Board Secretariat of a Director, one professional assistant, a secretary and a clerk/driver. It assumes that the Director and his assistant will each be away from headquarters for one week in three.

Consistent with the recommendation that the Board be established in Suva, Fiji, costs in this budget are in Fiji dollars.

SUMMARY OF INITIAL EXPENDITURE

		\$
Head	I. Office furniture and fittings . . . . .	5,600
Head	II. Minor works . . . . .	4,000
Head	III. Transport . . . . .	5,100
Head	IV. Recruitment costs . . . . .	18,850
Head	V. Initial office expenditure . . . . .	3,500
Total initial expenditure		37,050

SUMMARY OF RECURRENT EXPENDITURE

Head	I. Establishment . . . . .	8,360
Head	II. Administration . . . . .	55,160

		\$
Head	III. Office services . . . . .	5,500
Head	IV. Transport and travel . . . . .	22,670
Head	V. Property and maintenance . . . . .	3,100
Head	VI. Financial changes . . . . .	5,000
Head	VII. Printing and stationery . . . . .	1,600
Head	VIII. Hospitality and entertainment allowance . . . . .	600
Head	IX. Miscellaneous charges . . . . .	860
Head	X. Special projects . . . . .	6,000
Head	XI. Contingency . . . . .	11,000
Total recurrent expenditure		<u>120,000</u>

#### DETAILS OF INITIAL EXPENDITURE

Head	I. OFFICE FURNITURE AND FITTINGS	5,600
	1. Office furniture . . . . .	1,200
	2. Curtains and decorations . . . . .	300
	3. Office equipment . . . . .	3,500
	4. Refrigerator and food warmer . . . . .	600
		<u>5,600</u>
Head	II. MINOR WORKS	4,000
	1. Provision for alterations, office partitions, shelves, cupboards, storeroom, etc. . . . .	4,000
		<u>4,000</u>
Head	III. TRANSPORT	5,100
	1. Provision for purchase of suitable estate vehicle for office use and Director's use when not required. (Duty free basis) . . . . .	5,000
	2. 1 bicycle for messenger . . . . .	100
		<u>5,100</u>
Head	IV. RECRUITMENT COSTS	
	Sub-Head 1. Advertisements	14,200
	(a) Provision made for fees charged by personnel management consultants for short-listing candidates for professional staff . . . . .	5,000
	(b) Advertisements for professional staff . . . . .	9,000
	(c) Advertisements for support staff . . . . .	200
		<u>14,200</u>
	Sub-Head 2. Recruitment of professional staff	4,650
	Special provision for meeting travel and subsistence costs of 6 candidates to attend interviews for professional positions	
	(a) 6 return airfares . . . . .	3,600
	(b) Per diem costs (\$35 × 6 × 5) . . . . .	1,050
		<u>4,650</u>
Head	V. INITIAL OFFICE EXPENDITURE	3,500
	Sub-Head 1. Salary secretary-typist . . . . .	2,500
	Sub-Head 2. Incidentals . . . . .	1,000
		<u>3,500</u>



## DETAILS OF RECURRENT EXPENDITURE

		\$
Head I.	ESTABLISHMENT	
	Sub-Head 1. Airfares	1,800
	Provision to cover cost of passages for Director (3 fares), Principal Assistant (3 fares), from Australasia to headquarters capital . . . . .	1,800
		<u>1,800</u>
	Sub-Head 2. Freight insurance and packing	3,400
	Provision for shipping Director's and Principal Assistant's and dependants' personal effects on appointment (estimates based on 10 cubic metres per family) . . . . .	2,000
	Insurance . . . . .	200
	Packing/transport . . . . .	1,200
		<u>3,400</u>
	Sub-Head 3. Initial accommodation	1,960
	Provision to cover hotel expenses for 2 families and dependants for 2 weeks prior to installation at suitable accommodation (\$20×4×14)+(15×4×14) . . . . .	1,960
		<u>1,960</u>
	Sub-Head 4. Transfer grant	1,200
	Provision for transfer grant on arrival at post	
	2 professional staff . . . . .	1,200
		<u>1,200</u>
Head II.	ADMINISTRATION	
	Sub-Head 1. Salary of professional staff	36,000
	Director . . . . .	20,000
	Principal Assistant . . . . .	16,000
		<u>36,000</u>
	Sub-Head 2. Allowances	5,400
	Overseas service allowance of 15% basic salary, as terminal gratuity . . . . .	5,400
		<u>5,400</u>
	Sub-Head 3. Salaries of support staff	8,000
	Secretary to Director . . . . .	5,000
	(1) Clerk/driver . . . . .	3,000
		<u>8,000</u>
	Sub-Head 5. Staff rental subsidy	5,760
	Rent payable by office when actual rent exceeds 10% of the officers' basic salary (\$240 × 2 × 12) . . . . .	5,760
		<u>5,760</u>
Head III.	OFFICE SERVICES	
	Sub-Head 1. Cables	1,200
	(a) Cables charges of \$100 per month . . . . .	1,200
		<u>1,200</u>
	Sub-Head 2. Telephones	1,500
	Estimates include:	
	(a) Rental and installation . . . . .	500

	\$	
(b) Metered calls . . . . .	500	
(c) Overseas calls . . . . .	500	
	<u>1,500</u>	
Sub-Head 3. Postage		500
Estimates based on \$40 per month . . . . .	480	
	<u>500</u>	
Sub-Head 4. Newspaper, Books, Periodicals		1,300
Provision based on		
(a) Reference books . . . . .	500	
(b) Periodical subscriptions . . . . .	100	
(c) Regional newspaper subscriptions . . . . .	700	
	<u>1,300</u>	
Sub-Head 5. Office incidentals		500
Provision under this item covers miscellaneous office expenses at \$40 per month . . . . .	480	
	<u>500</u>	
Sub-Head 6. Hire of computer facilities		500
Provision for hire of computer time to develop programmes for analysis of items, exam papers correlations etc. Initial usage will be small but can be expected to increase . . . . .	500	
	<u>500</u>	
Head IV. TRANSPORT AND TRAVEL		
Sub-Head 1. Vehicle running expenses and maintenance		1,320
Estimates provide for:		
(a) Comprehensive insurance . . . . .	400	
(b) Third party insurance . . . . .	20	
(c) Tyres (1 change) . . . . .	100	
(d) Servicing . . . . .	50	
(e) Petrol (20 gallons per month) . . . . .	250	
(f) Repairs/parts . . . . .	50	
(g) Mileage claim by other officers/taxi fares at \$2 per day . . . . .	500	
	<u>1,320</u>	
Sub-Head 2. Travel		21,350
Provision made for 1 officer out of headquarters two weeks out of three. Airfares: 35 weeks × \$4000 . . . . .	14,000	
Per diem 35 weeks at \$35 per day (6 day week to include travel time) . . . . .	7,350	
	<u>21,350</u>	
(NOTE: Assumption is made that each officer would be conducting courses, etc. in regional centres one week in three throughout the year.)		
Head V. PROPERTY AND MAINTENANCE		
Sub-Head 1. Maintenance		1,100
Provision to cover repair costs of equipment, furniture and general maintenance work at office		
(a) Maintenance—office machine and equipment . . . . .	200	
(b) Parts replacements . . . . .	100	
(c) Repair of office fittings/fixtures . . . . .	100	
(d) Site services . . . . .	100	

		\$	
	(e) Painting and repair . . . . .	600	
		<u>1,100</u>	
	Sub-Head 2. Electricity		1,000
	(a) Provision for light and power at \$75 per month . . . . .	900	
	(b) Lights/bulbs/tubes for initial purchase and replacements . . . . .	100	
		<u>1,000</u>	
	Sub-Head 3. Lease		1,000
	Lease arrangement for office payable in advance at \$1000 per annum . .	1,000	
		<u>1,000</u>	
Head VI.	FINANCIAL CHARGES		
	Sub-Head 1. Superannuation		4,000
	Provision for superannuation subsidy based on 10% basic salary		
	(a) Professional staff . . . . .	3,600	
	(b) Support staff . . . . .	540	
		<u>3,940</u>	
	Sub-Head 2. Insurance		800
	Provision to meet premiums for:		
	(a) Staff personal insurance . . . . .	500	
	(b) Office insurance (all risk) . . . . .	100	
	(c) Staff medical insurance . . . . .	200	
		<u>800</u>	
	Sub-Head 2. Exchange and bank charges		200
	Provision for cheques and commission on bank drafts and fees		
	(a) Cheque books . . . . .	75	
	(b) Commission . . . . .	50	
	(c) Fees . . . . .	75	
		<u>200</u>	
Head VII.	PRINTING AND STATIONERY		1,600
	Provision for year's purchase of stationery and printing costs:		
	(a) Purchase of office stationery, typing paper, duplicating paper, etc. at \$50 per month . . . . .	600	
	(b) Printing stationery with letterhead . . . . .	200	
	(c) Special printing jobs . . . . .	300	
	(d) Purchase of visual aids, etc. . . . .	500	
		<u>1,600</u>	
Head VIII.	HOSPITALITY AND ENTERTAINMENT ALLOWANCE		600
	(a) Director's accountable hospitality . . . . .	240	
	(b) Director's non-accountable entertainment allowance . . . . .	360	
		<u>600</u>	
Head IX.	MISCELLANEOUS CHARGES		
	Sub-Head 1. Water		60
	Provision to cover water rates at \$5 per month . . . . .	60	
		<u>60</u>	

	\$	
Sub-Head 2. Office cleaning		600
Provision to cover part-time wages for 1 cleaner		
(a) 1 part-time cleaner		
\$2 × 260 days . . . . .	520	
(b) Cleaning material . . . . .	80	
	<u>600</u>	
 Sub-Head 3. Sundries		 300
Provision for purchase of:		
(a) Crockery, glasses, spoons . . . . .	100	
(b) Customs agents clearance charges, etc. . . . .	200	
	<u>300</u>	
 Head X. SPECIAL PROJECTS		 6,000
This item is introduced to allow the Director some flexibility in responding to regional requests. It is envisaged that it would be used in the main to cover travel and subsistence for outside consultants.		
 Head XI. CONTINGENCY		 11,000
10% of overall provisions.		