

第 2/2026 號行政長官公告

Aviso do Chefe do Executivo n.º 2/2026

中華人民共和國政府於二零二一年六月一日，就二零一九年三月十二日在羅馬簽署的《成立平方公里陣列天文台公約》（下稱“公約”），向作為保存機關的大不列顛及北愛爾蘭聯合王國政府交存了批准書，並聲明公約適用於中華人民共和國澳門特別行政區；

大不列顛及北愛爾蘭聯合王國政府於二零二一年六月二日覆照確認，公約自二零二一年六月二十六日起對中華人民共和國生效，包括對澳門特別行政區生效。

基於此，行政長官根據第3/1999號法律《法規的公佈與格式》第五條（一）項和第六條第一款的規定，命令公佈《成立平方公里陣列天文台公約》的英文正式文本及中文譯本。

二零二六年一月二日發佈。

行政長官 岑浩輝

Considerando que o Governo da República Popular da China efectuou, em 1 de Junho de 2021, junto do Governo do Reino Unido da Grã-Bretanha e Irlanda do Norte, na sua qualidade de depositário, o depósito do seu instrumento de ratificação da Convenção para a Criação do Observatório *Square Kilometre Array*, doravante designada por Convenção, assinada em Roma, em 12 de Março de 2019, e declarou que a Convenção é aplicável à Região Administrativa Especial de Macau da República Popular da China;

Considerando igualmente que o Governo do Reino Unido da Grã-Bretanha e Irlanda do Norte, por Nota de resposta datada de 2 de Junho de 2021, manifestou a sua confirmação. A Convenção entrou em vigor para a República Popular da China, incluindo a Região Administrativa Especial de Macau, a partir de 26 de Junho de 2021.

O Chefe do Executivo manda publicar, nos termos da alínea 1) do artigo 5.º e do n.º 1 do artigo 6.º da Lei n.º 3/1999 (Publicação e formulário dos diplomas), a Convenção para a Criação do Observatório *Square Kilometre Array*, no seu texto autêntico em língua inglesa, acompanhado da respectiva tradução em língua chinesa.

Promulgado em 2 de Janeiro de 2026.

O Chefe do Executivo, *Sam Hou Fai*.

**CONVENTION ESTABLISHING THE
SQUARE KILOMETRE ARRAY OBSERVATORY**

The Parties to this Convention,

DESIRING to deliver one of the most visionary and ambitious science projects of the 21st century involving significant international cooperation;

COMMITTED to testing the limits of engineering and scientific endeavour and to exploring fundamental questions in astronomy and physics;

NOTING that the Square Kilometre Array will be a next generation radio telescope facility that has a discovery potential far greater than any previous instrument;

RECOGNISING that the scale and ambition of the Square Kilometre Array demand a global effort with long-term investment;

EMBRACING the potential for scientific discovery to contribute to advances in technology and innovation and to deliver a broader benefit for industry and society;

DEDICATED to realising the full ambition of the Square Kilometre Array Project;

ACKNOWLEDGING the preparatory work done by the Square Kilometre Array Organisation in the establishment of the Square Kilometre Array Observatory;

COMMITTED to an organisation where diversity and equality are promoted and respected;

HAVE AGREED as follows:

ARTICLE 1

Definitions

For the purposes of this Convention and its Protocols:

- (a) “SKAO” means the Square Kilometre Array Observatory;
- (b) “SKA” means the Square Kilometre Array radio telescope facility;
- (c) “SKA Project” means the global effort to build, maintain, operate and ultimately decommission the SKA;
- (d) “SKA-1” means the initial phase of the SKA Project;

- (e) “Headquarters Country” means the State in which the SKAO global headquarters is located;
- (f) “Host Country” means a State in which the SKA Project is hosted;
- (g) “Member” means a State or an international organisation that is a party to this Convention;
- (h) “Associate Member” means a State or an international organisation that is not a party to this Convention and which is admitted to the SKAO in accordance with Article 6, paragraph 3;
- (i) “Fair Work Return” is identified to have been achieved when the cumulative value of the goods, works and services provided by a Member through the procurement process, broadly reflects the financial contribution committed by that Member;
- (j) “Official Activities” means all activities undertaken pursuant to the Convention including the SKAO’s administrative activities;
- (k) “Staff” means members of staff of, or secondees to, the SKAO; and
- (l) “Funding Schedule” means a schedule that prescribes financial contributions, and terms and conditions, of Members and Associate Members for the construction and operation of the SKAO.

ARTICLE 2

Establishment and Status of the SKAO

1. The SKAO is hereby established as an international organisation with legal personality. It shall have such capacities as may be necessary for the exercise of its functions and fulfilment of its purposes, including:
 - (a) To contract;
 - (b) To acquire and dispose of immovable and movable property; and
 - (c) To institute and be a party to legal proceedings.
2. The Headquarters Country shall be the United Kingdom of Great Britain and Northern Ireland, and the global headquarters of the SKAO shall be at Jodrell Bank.
3. The SKAO shall conclude agreements with the Headquarters Country and Host Countries concerning the hosting of the SKAO and the SKA Project. Such agreements shall be approved by unanimous vote of the Council.

ARTICLE 3

Purpose of the SKAO

1. The purpose of the SKAO shall be to facilitate and promote a global collaboration in radio astronomy with a view to the delivery of transformational science. The first objective of this global collaboration shall be the implementation of the SKA Project.
2. Subject to a decision by the Council, the SKAO may commence, or contribute to, other projects, beyond the SKA Project, that are related to radio astronomy science, technology and their applications. Participation by Members and Associate Members in such other projects shall be optional.

ARTICLE 4

Privileges and Immunities

1. All Members shall grant the privileges and immunities as set out in the Protocol on Privileges and Immunities of the Square Kilometre Array Observatory, which shall be annexed to (Annex A), and form an integral part of, this Convention.
2. All privileges and immunities are provided for the sole purpose of facilitating the Official Activities of the SKAO and delivery of its objectives.

ARTICLE 5

SKA Project

1. The SKA Project shall be designed to be capable of transformational science, with a combination of sensitivity, angular resolution, and survey speed far surpassing current state-of-the-art instruments at relevant radio frequencies.
2. The SKA Project shall be delivered in phases, beginning with SKA-1, with the active intent to proceed to subsequent phases.
3. SKA-1 shall be hosted in Australia and the Republic of South Africa. The components of SKA-1 to be located in each Host Country, and components of the global headquarters of the SKAO to be located in the Headquarters Country, shall be described in a technical document to be approved by unanimous decision of the Council.
4. Subsequent phases of the SKA Project shall commence following approval by decision of the Council. Participation in the construction of such subsequent phases shall be optional. Financial contributions towards the implementation of a subsequent phase shall be determined in accordance with the Financial Protocol of the Square Kilometre Array Observatory.

ARTICLE 6

Membership and Other Forms of Cooperation

1. The Parties to this Convention shall be the Members of the SKAO. Membership shall be open to States and international organisations.
2. The Council may decide, by unanimous vote, to admit new Members into the SKAO in accordance with this Convention and on such terms as it determines. When the Convention enters into force for that State or international organisation according to Article 19, paragraph 4, it shall become a Member and shall be bound by the terms determined by the Council.
3. The Council may decide, by unanimous vote, to admit Associate Members to the SKAO on such terms as it determines. Such terms shall ensure that Associate Members do not enjoy benefits equivalent to those of Members. Associate membership shall be open to States and international organisations.
4. The Council may decide, by unanimous vote, to invite other entities such as States, international organisations, and institutions, to cooperate with the SKAO. The SKAO may enter into agreements and arrangements with them to this effect. These agreements and arrangements require the approval by decision of the Council.

ARTICLE 7

Organs

The SKAO shall consist of the Council and a Director-General assisted by Staff.

ARTICLE 8

Council

1. The Council shall be the governing body of the SKAO. Each Member shall be represented on the Council by up to two representatives, one of whom shall be the voting representative who shall be authorised to act and vote on its behalf. Representatives may be assisted by advisers.
2. The Council shall be responsible for the overall strategic and scientific direction of the SKAO, its good governance, and the attainment of its purposes. It shall have all necessary and proper authority to discharge effectively its responsibilities.
3. In addition to the functions set forth elsewhere in this Convention, the Council shall:
 - (a) Appoint the Director-General and approve the appointment of other senior

staff, as required in accordance with the Staff Regulations;

(b) Approve the policies, rules, and regulations of the SKAO, including with regard to scientific, technical, financial and administrative matters, as well as access to the SKA and its data;

(c) Approve the budget and supervise expenditure and financial activity;

(d) Appoint auditors;

(e) Approve and publish the audited annual accounts;

(f) Approve and publish annual reports; and

(g) Take further measures, as necessary for the functioning of the SKAO.

4. For any meeting, convened either in person or remotely, and for any decision of the Council a quorum of two-thirds of Members shall be required. Members not eligible to vote shall not be considered part of the quorum.

5. Each Member shall have one vote in the Council, unless otherwise specified.

6. Decisions by the Council shall be taken by a vote of a two-thirds majority, unless otherwise specified.

7. In determining the unanimity or majorities provided for in this Convention or the Financial Protocol of the Square Kilometre Array Observatory, account shall not be taken of a Member which is absent, is not participating in the vote, abstains or has no right to vote.

8. The choice of the Headquarters Country and each Host Country may be amended, subject to Article 15, after a unanimous vote of the Council.

9. For projects approved in accordance with Article 3, paragraph 2, Members shall not have the right to vote unless they have agreed to make a financial contribution.

10. Subject to the terms of this Convention, the Council shall determine its own Rules of Procedure.

11. The Council shall elect a Chairperson and Vice-Chairperson for a term of office of two years. The Chairperson and Vice-Chairperson may not be elected more than twice.

12. The Chairperson shall convene the meetings of the Council in accordance with its Rules of Procedure. The Council shall meet as and when required, but not less than once per year.

13. The Council shall establish a Finance Committee on which every Member shall be

represented. The Council shall establish such other committees as may be necessary to accomplish the purpose of the SKAO. The Council shall define the mandate and membership of such committees.

ARTICLE 9

Director-General and Staff

1. The Council shall appoint a Director-General for a fixed period and may terminate the appointment at any time in accordance with Staff Regulations to be approved, by decision, by the Council. The Director-General shall act as the chief executive officer of the SKAO and act as its legal representative. The Director-General shall report to the Council.
2. The functions of the Director-General shall be to:
 - (a) Exercise project, operational and financial authority as provided by the Council;
 - (b) Submit an annual report to the Council;
 - (c) Submit budget estimates to the Council;
 - (d) Submit audited annual accounts to the Council;
 - (e) Attend Council meetings in a consultative capacity unless the Council otherwise decides;
 - (f) Be responsible for general management of SKAO;
 - (g) Be accountable for health and safety; and
 - (h) Perform all other duties as delegated by the Council.
3. Subject to Article 8, paragraph 3 (a), the Director-General shall be assisted by such scientific, technical, and administrative staff as the Director-General may consider necessary within the limits authorised by the Council. Such staff shall be engaged and dismissed by the Director-General in accordance with the Staff Regulations.
4. The Director-General and Staff shall respect the international character of the SKAO and perform their duties in the sole interests of the SKAO.

ARTICLE 10

Financial Matters

1. The SKAO shall conduct its financial affairs in accordance with the Financial Protocol of the Square Kilometre Array Observatory, which shall be annexed to (Annex B), and form an integral part of, this Convention.
2. Members and Associate Members shall make financial contributions in accordance with Funding Schedules that have been approved by the Council in accordance with the Financial Protocol of the Square Kilometre Array Observatory.
3. The Funding Schedules may be amended in accordance with the Financial Protocol of the Square Kilometre Array Observatory.
4. Members and Associate Members shall have shares in the SKA Project proportional to their cumulative committed financial contributions to the SKA Project.

ARTICLE 11

Intellectual Property Rights

1. The SKAO shall have an Intellectual Property Policy, approved by the Council by unanimous vote. Any amendment by the Council of the Intellectual Property Policy shall require a two-thirds majority, except for those provisions that have been identified in the policy as requiring unanimity to be amended.
2. The policy shall ensure that intellectual property is managed to minimise intellectual property-related risk and cost to the SKAO.
3. The policy shall define the basis on which any entities that participate in projects undertaken by the SKAO are able to exploit, beyond the scope of the SKA, any innovations that arise from their participation.
4. The Council may decide to grant access to foreground intellectual property through the grant of non-exclusive, worldwide, royalty-free, perpetual, and irrevocable sub-licences to SKA contributors, under which they will be permitted to use those innovation and work products, subject to obtaining appropriate licences under existing background intellectual property rights and third party intellectual property rights, for SKA Project purposes and other non-commercial research and education purposes, provided that such sub-licences should not cover activities undertaken by sub-licensees in competition with the owner of the foreground intellectual property.

ARTICLE 12

Procurement

1. The primary objective of procurement shall be to acquire successfully the goods, works and services required to deliver the SKA Project through financial contributions, whether cash or in-kind contributions or a combination of both, while effectively managing risk.
2. A Procurement Policy shall be approved by the Council by unanimous vote. Any amendment by the Council of the Procurement Policy shall require a two-thirds majority, except for those provisions that have been identified in the policy as requiring unanimity to be amended.
3. Procurement shall be implemented based on principles of Fair Work Return, equity, transparency and competitiveness.

ARTICLE 13

Operations and Access

1. The SKAO shall conduct its operations in accordance with the Operations Policy, as approved by the Council by unanimous vote. Any amendment by the Council of the Operations Policy shall require a two-thirds majority, except for those provisions that have been identified in the policy as requiring unanimity to be amended.
2. Access to time on SKA telescopes and other SKA resources shall be in accordance with the Access Policy, as approved by the Council by unanimous vote. Any amendment by the Council of the Access Policy shall require a two-thirds majority, except for those provisions that have been identified in the policy as requiring unanimity to be amended.
3. The SKAO will operate on the principle that Members' and Associate Members' access is proportional to their share in the project, except as decided by unanimous vote of the Council.

ARTICLE 14

Dispute Settlement

Any dispute arising between Members or between a Member, or Members, and the SKAO with regard to the interpretation or application of this Convention which cannot be settled by negotiation shall, at the request of any of the parties to the dispute, be referred to the Permanent Court of Arbitration under the relevant Arbitration Rules of the Permanent Court of Arbitration, unless the parties to the dispute have agreed to another mode of settlement.

ARTICLE 15

Amendments

1. Any Member wishing to propose an amendment to this Convention and its Protocols shall notify the Director-General of its proposal. The Director-General shall promptly circulate any such proposals to all Members. Following a subsequent period of at least three months the Chairperson shall convene a meeting of the Council at which it shall consider whether to adopt and recommend the amendment to Members.
2. Amendments adopted and recommended by the Council shall enter into force for all Members after all Members have accepted them in accordance with their own domestic requirements. Such amendments shall enter into force thirty days after the last notification of acceptance of the proposed amendment has been received by the depositary.

ARTICLE 16

Withdrawal

1. Ten years after the date this Convention enters into force any Member may at any time withdraw from this Convention, by giving written notice of its withdrawal to the depositary. Withdrawal shall be allowed on the condition that the withdrawing Member has fulfilled its obligations, unless the Council decides to waive such obligations.
2. A withdrawing Member shall remain liable for all direct and contingent obligations to the SKAO to which it was subject on the date the withdrawal notice was received by the depositary, until the point at which the withdrawal becomes effective. So long as the withdrawing Member has fulfilled its obligations, withdrawal shall become effective twelve months after the withdrawal notice was received, unless the Council decides that earlier withdrawal should be permitted.
3. A withdrawing Member shall have no claim on the assets of the SKAO or on the amount of the financial contributions it has already made. A withdrawing Member shall not incur any new liability for obligations resulting from operations of the SKAO effected after the date on which the withdrawal notice is received by the depositary.

ARTICLE 17

Termination and Dissolution

1. The Council may decide, by a unanimous vote, to terminate this Convention at any time. Termination shall not take effect until such time as the SKAO's obligations to the Host Countries, including in relation to the decommissioning of the SKA, have been discharged. Once discharged, the Council shall decide the date upon which termination will take effect. Upon termination, the SKAO shall be dissolved and cease to exist as an

International Organisation. Any assets shall be liquidated and any proceeds distributed among Members *pro rata* to the contributions they have made since becoming Members.

2. Any outstanding liabilities incurred by SKAO shall be borne by Members *pro rata* to, and to the extent of, the financial contributions they have been required to provide to the SKAO since becoming Members as at the time of the decision to terminate. In case that the obligations or liabilities incurred by SKAO exceed total funds then available to SKAO, the Council shall, by unanimous decision, seek to increase each Member's contribution for such obligation or liability.

ARTICLE 18

Failure to Fulfil Obligations

When the Council decides that a Member has failed to fulfil its obligations arising out of this Convention, including the payment of financial contributions, it shall be called upon by the Council to rectify the failure. If the said Member does not respond to the Council's request in the time imparted to it, the Council voting rights of that Member shall be automatically suspended. The other Members of the Council may decide to take such other action as they consider appropriate in the circumstances, which may include a unanimous decision of the other Members of the Council that the Member ceases to be a Member of the SKAO.

ARTICLE 19

Signature, Ratification, Acceptance, Approval, Accession and Entry into Force

1. This Convention shall be open for signature in Rome on 12 March 2019 and thereafter with the Depositary from 13 March 2019 for all States listed below:

Australia

The People's Republic of China

The Republic of India

The Italian Republic

The Kingdom of the Netherlands

New Zealand

The Portuguese Republic

Kingdom of Sweden

Republic of South Africa

United Kingdom of Great Britain and Northern Ireland

2. This Convention shall be subject to ratification, acceptance or approval by the States listed in paragraph 1 in accordance with their domestic requirements. It shall enter into force thirty days after the date on which instruments of ratification, acceptance or approval have been deposited by Australia, the Republic of South Africa, United Kingdom of Great Britain and Northern Ireland and two other signatories.

3. This Convention is open to accession by States not listed in Article 19, paragraph 1, and international organisations, subject to Article 6, paragraph 2.

4. For any State or international organisation that deposits its instrument of ratification, acceptance, approval or accession subsequent to the entry into force of this Convention, this Convention shall enter into force thirty days following the date of deposit of its instrument of ratification, acceptance, approval or accession.

ARTICLE 20

Depositary

1. The Government of the United Kingdom of Great Britain and Northern Ireland shall be the depositary for this Convention.

2. The depositary shall:

(a) Notify signatories and Members of each signature and the date thereof, and the date of entry into force of this Convention;

(b) Notify signatories and Members of each deposit of instruments of ratification, acceptance, approval or accession and the date of entry into force of the Convention for that State or international organisation;

(c) Inform the Members of the dates of notifications of acceptance and of the date of the entry into force of an amendment;

(d) Inform the Members of the date of a withdrawal notice and of the date the withdrawal takes effect;

(e) Inform the Members of the date of termination of the Convention; and

(f) Inform the Members of a decision of the Council, in accordance with Article 18, that a Member ceases to be a Member of the SKAO and of the date that decision takes effect.

3. Upon the entry into force of this Convention, the depositary shall register it with the Secretariat of the United Nations in accordance with Article 102 of the Charter of the United Nations.

Annex A**Protocol on Privileges and Immunities of the Square Kilometre Array
Observatory**

The Parties to the Convention have agreed as follows:

ARTICLE 1**Definitions**

For the purposes of this Protocol:

- (a) “Expert” means a person named by the SKAO as being in the service of the SKAO for a defined period of time;
- (b) “Family” means, with respect to any person, the spouse or partner and dependent children forming part of such a person’s household;
- (c) “Premises” means sites, buildings and facilities or parts thereof, irrespective of ownership, that are occupied exclusively by the SKAO for the performance of its Official Activities;
- (d) “Representatives” means representatives of the Members in attendance at meetings of organs or committees of the SKAO and includes designated delegates, alternates, advisors and secretaries of delegations;
- (e) “Archives” means correspondence, documents, manuscripts, photographs, films, recordings, computer and media data, data carriers and any other similar material belonging to or held by the SKAO and all the information contained therein; and
- (f) “Immunity from legal process” means immunity from jurisdiction and immunity from execution measures.

ARTICLE 2**Immunity from Legal Process**

Within the scope of its Official Activities, the SKAO shall have Immunity from legal process except:

- (a) To the extent that by a decision of the Council the SKAO waives it in a particular case;

- (b) In respect of a civil action by a third party for damage arising from an accident caused by a vehicle belonging to or operated on behalf of the SKAO or in respect of a traffic offence;
- (c) In respect of an arbitration award made under Article 14 of the Convention;
- (d) In the event of an attachment order, pursuant to a decision by the administrative or judicial authorities, of the salaries, wages and emoluments owed by the SKAO to a member of its Staff; and
- (e) In respect of a counter claim relating directly to a main claim brought by the SKAO.

ARTICLE 3

The Premises

1. The Premises shall be inviolable. Any person having the authority to enter any place under any legal provision shall not exercise that authority in respect of the Premises unless permission to do so has been given by the Director-General or by the head of the Premises designated by the Director-General and acting on the Director-General's behalf.
2. Such permission may be presumed in the event of fire or other emergencies requiring prompt protective action. Any person who has entered the Premises with the presumed permission of the Director-General or by the Head of the Premises shall, if so requested by the Director-General or by the Head of the Premises, leave the Premises immediately.
3. The Director-General shall notify each relevant Member State of the names of Heads of Premises located within its jurisdiction.
4. The SKAO shall not allow its Premises to be used for any unlawful activity or to act as a haven or refuge to any person facing any judicial or administrative procedures in a Member State.
5. The Archives wherever they may be located and by whomsoever held shall be inviolable at all times.

ARTICLE 4

Exemption from Direct Taxation

Within the scope of its Official Activities, the SKAO, its assets, property, income, gains, operations and transactions shall be exempt from all direct taxes, with the exception of the proportion which represents a charge for specific services rendered.

ARTICLE 5

Exemption from Customs and Indirect Taxes

1. The SKAO shall be exempted from value added tax in respect of goods and services (including publications, information material and motor vehicles), which are of substantial value and necessary for Official Activities. The exemption may be provided at the point of sale or through a subsequent reimbursement, consistent with the relevant practice followed by each Member State. Restrictions on the number of motor vehicles exempt from value added tax may be applied, consistent with a Member State's domestic legislation and policy.
2. The SKAO shall be exempted from duties (whether of customs or excise) and taxes on the importation of goods, including publications, which are of substantial value, imported by it for its official use.
3. Such exemptions shall be subject to compliance with such conditions as the Member State may prescribe, including for the protection of the revenue and import or export controls.
4. No exemption shall be granted under this Article in respect of goods purchased or imported, or services provided, for the personal benefit of Staff.
5. National laws and regulations concerning the importation and exportation of goods and services continue to apply in all other aspects, including biosecurity and quarantine laws and regulations.
6. Member States may exempt any in-kind contributions they make to the SKAO from value added tax.

ARTICLE 6

Resale of Goods

1. Goods which have been acquired or imported under Article 5 shall not be sold, given away, hired out or otherwise disposed of in the territory of a Member State unless that Member State has been informed beforehand and any relevant duties and taxes have been paid and any conditions agreed with that Member State have been complied with.

2. The duties and taxes to be paid shall be calculated by the Member State on the basis of the rates prevailing and the value of the goods on the date at the time of disposal. The Member State shall provide the SKAO with the necessary instructions regarding the procedure to be followed.

ARTICLE 7

Privileges and Immunities of Staff including the Director-General

1. The Director-General and all Staff who discharge their functions in a Member State shall, together with members of their Family, and except to the extent that in any particular case such immunity has been waived by the competent authority set out in Article 11, enjoy the following privileges and immunities:
 - (a) Immunity from legal process in respect of all acts performed by them in their official capacity, including their words spoken or written. This immunity shall continue to be accorded even after the termination of their employment with the SKAO. This immunity shall not apply to road traffic offences and damage resulting from a vehicle driven by them;
 - (b) The same exemptions from measures restricting immigration and government aliens' registration that are generally accorded to members of personnel of international organisations;
 - (c) Exemption from compulsory public service;
 - (d) Inviolability of all their official papers and documents related to the exercise of their function within the scope of the Official Activities of the SKAO;
 - (e) Salaries and emoluments, but not pensions and annuities, paid by SKAO to its Director-General and Staff in respect of their active service with SKAO shall be exempt from domestic income tax;
 - (f) In the event that it establishes its own social security scheme, the SKAO, its Director-General and Staff shall be exempt from all compulsory contributions to domestic social security bodies, and shall not be entitled to such benefits, subject to agreement between the SKAO and Members; and
 - (g) The right to import duty-free their furniture and personal effects (including at least one motor vehicle) at the time of first taking up their post and the right on the termination of their functions to export duty-free their furniture and personal effects, subject in both cases to the conditions governing the disposal of goods imported into the Member State duty-free and to the general restrictions applied in Member States to imports and exports.

2. No Member State is obliged to extend the privileges and immunities referred to in the present Article, paragraph 1(b), (c), (e), (f) and (g), to its own nationals or permanent residents.

ARTICLE 8

Privileges and Immunities of Representatives

1. Representatives who discharge their functions in a Member State shall, and except to the extent that in any particular case such immunity has been waived by the competent authority set out in Article 11, enjoy the following privileges and immunities:
 - (a) Immunity from legal process in respect of all acts performed by them in their official capacity, including their words spoken or written. This immunity shall continue to be accorded even after they cease to be a Representative. This immunity shall not apply to road traffic offences and damage resulting from a vehicle driven by them;
 - (b) Inviolability of all their official papers and documents related to the exercise of their function within the scope of the Official Activities of the SKAO; and
 - (c) Member States shall take measures to facilitate the free movement of Representatives in the exercise of their functions, in accordance with domestic law.
2. The SKAO shall provide suitable accreditation or authorisation documentation to Representatives.
3. No Member State is obliged to extend the privileges and immunities referred to in the present Article, paragraph 1 (c), to its own nationals or permanent residents.

ARTICLE 9

Experts

1. Experts shall enjoy inviolability for all their official papers and documents to the extent necessary for the carrying out of their functions on behalf of the SKAO, including during journeys made in carrying out their functions.
2. Member States shall take measures to facilitate the free movement of Experts in the exercise of their functions, in accordance with domestic law.

ARTICLE 10

Cooperation with the Authorities of Member States

1. Without prejudice to their privileges and immunities, it is the duty of all persons enjoying privileges and immunities under Articles 7, 8 and 9 to respect the laws and regulations of the Member State in whose territory they may operate in their official capacity.
2. The SKAO shall cooperate at all times with the relevant authorities of Member States to facilitate the enforcement of their laws and to prevent the occurrence of any abuse in connection with the privileges and immunities referred to in this Protocol.

ARTICLE 11

Purpose and waiver of Privileges and Immunities

1. The privileges and immunities provided for in this Protocol are not established for the personal benefit of those persons in whose favour they are accorded. Their purpose is solely to ensure unimpeded functioning of the SKAO and the complete independence of the persons to whom they are accorded.
2. Competent authorities have a duty to waive any relevant immunity in all cases wherever retaining it would impede the course of justice and it can be waived without prejudicing the interests of the SKAO.
3. The competent authorities referred to in the present Article, paragraph 2, are:
 - (a) Member States, in the case of their Representatives;
 - (b) The Council, in the case of the Director-General; and
 - (c) The Director-General in the case of all Staff, Family members of Staff, Experts or any other person or persons enjoying immunities under this Protocol.

Annex B**Financial Protocol of the Square Kilometre Array Observatory**

The Parties to the Convention,

AIMING to provide a policy framework under which all financial transactions and other such related financial matters will take place;

HAVE AGREED as follows:

ARTICLE 1**Definitions**

For the purposes of this Protocol:

- (a) “Initial Funding Schedule” means the first Funding Schedule for the SKA Project;
- (b) “Financial Rules” means any rules, processes and procedures that implement the requirements of this Financial Protocol, and are approved by the Council from time to time.

ARTICLE 2**Financial Management**

The SKAO shall follow the principles of sound financial management, efficiency, transparency and accountability in the planning and management of financial resources.

ARTICLE 3**Funding Schedule**

1. Each Funding Schedule shall be approved by unanimous vote of the Council.
2. Each Member and Associate Member shall contribute in accordance with the relevant Funding Schedule.
3. An Initial Funding Schedule shall be approved by unanimous vote at the first Council meeting or as soon as appropriate thereafter.
4. Financial contributions made by Members and Associate Members shall be executed in accordance with a method as described in the relevant Funding Schedule.

5. A payment schedule, for the purposes of describing minimum cash contributions as well as terms and conditions for any other payments to be made by Members and Associate Members over a prescribed period, shall be submitted by the Director-General for approval by decision of the Council. Members and Associate Members shall be required to pay minimum cash contributions.

6. Where the financial contributions intended to be made by a Member or Associate Member in terms of the relevant Funding Schedule are not aligned with the payment schedule referred to in paragraph 5 of this Article, a suitable profile of contributions shall be agreed with the Director-General prior to approval of the payment schedule by decision of the Council. The Director-General shall take into consideration these arrangements in subsequent payment schedules.

7. Members and Associate Members may make voluntary contributions in addition to those provided for in the Funding Schedule.

ARTICLE 4

Reviews and Amendments of a Funding Schedule

1. The Council may undertake reviews of Funding Schedules for the purposes of amendment, if required, in accordance with the Financial Rules.

2. The Council, by unanimous vote, may amend a Funding Schedule at any time, but must do so before the expiry date of the relevant Funding Schedule.

3. The Council, by unanimous vote, may add new Members and Associate Members to a Funding Schedule, according to such terms as it prescribes.

4. No review or amendment of a Funding Schedule may result in a change in the financial contributions to be made by any Member or Associate Member, unless agreed by that Member or Associate Member.

ARTICLE 5

Project Participation

1. Further to Article 10, paragraph 4, of the Convention, rules and regulations concerning the share basis of project participation shall be approved by decision of the Council.

2. The proportion of financial contributions made by Members and Associate Members to operations, which includes the cost for operations, upgrades and decommissioning, shall be equal to the proportion of financial contributions towards construction. Financial contributions that cause the proportional share for construction

and operations to be unequal, and the manner in which they are made, shall only be allowed if agreed by decision of the Council.

ARTICLE 6

Approval of Budgets

1. A double majority shall be required for the approval of budgets by the Council.
2. A double majority is defined as when the same decision is approved by both a two-thirds majority according to weighted voting and a two-thirds majority according to the number of Members present and voting.
3. Weighted voting is defined to be the use of voting rights by each Member for decision making. A voting right is determined by each Member's current project share, as prescribed in the Funding Schedule.

ARTICLE 7

Host Countries

1. Assets and infrastructure made available by a Host Country in accordance with a host agreement entered into between a Host Country and the SKAO, and incorporated into SKA-1 or any subsequent phase of the SKA Project, shall be valued by a methodology agreed to between the Host Country and the SKAO, and approved by decision of the Council.
2. The value of assets and infrastructure made available, and incorporated, under paragraph 1 of this Article, shall be credited by the Council as a financial contribution towards the construction budget of a subsequent phase to SKA-1, unless otherwise agreed with that Host Country.

ARTICLE 8

Loans and Liabilities

1. The SKAO may, following Council approval by decision, obtain loans and incur debt, within the limits specified by the Financial Rules. No Member or Associate Member will incur any additional financial obligations to the SKA Observatory, as a result of a decision to obtain a loan or incur debt, without its explicit agreement to incur such a responsibility.
2. The SKAO may establish a fund for future liabilities associated with construction, operation, upgrade and decommissioning of any or all astronomical facilities to be established by the SKAO. Financial liabilities for Members and Associate Members may not exceed the financial commitments as prescribed in the relevant Funding Schedule, unless otherwise agreed by unanimous vote of the Council.

成立平方公里陣列天文台公約

本公約各締約方：

希求藉由廣泛的國際合作以實現二十一世紀最具遠見和雄心的一項大科學工程；

承諾挑戰工程與科學的極限，探索天文學和物理學的基本問題；

認識到平方公里陣列作為下一代射電望遠鏡，其科學發現的潛力將遠超於此前任何射電望遠鏡裝置；

意識到平方公里陣列的規模和雄心需要全球長期投資合作；

期盼科學發現的潛力將有助於技術發展和創新，為產業和社會帶來更多福祉；

致力於實現平方公里陣列項目的全部宏偉目標；

認可平方公里陣列組織為建立平方公里陣列天文台所做的前期準備工作；

承諾致力於建立一個促進並尊重多元和平等的國際組織。

同意如下條款：

第一條 定義

本公約及其議定書中：

1. “SKAO”，係平方公里陣列天文台的縮略語；

2. “SKA”，係平方公里陣列，指 SKA 射電望遠鏡設施；
3. “SKA 項目”，指 SKA 建造、維護、運行和最終退役的全球合作事項；
4. “SKA-1”，指 SKA 項目初始階段；
5. “總部國”，指 SKAO 全球總部所在的國家；
6. “台址國”，指 SKA 項目的台址所在國；
7. “成員”，指締結本公約的國家或者國際組織；
8. “准成員”，指非本公約締約方，但根據本公約第六條第 3 款被許可參與 SKAO 相關活動的國家或者國際組織；
9. “公平工作回報”，指在採購過程中某成員交付貨物、工程和服務的累積價值大致體現其承諾的財務貢獻時視為已經實現其目標；
10. “公務活動”，指按照本公約進行的所有活動，包括 SKAO 的管理活動；
11. “職員”，指 SKAO 工作職員或者借調人員；
12. “出資計劃”，指列明成員和准成員為 SKAO 建設和運行所需付出的財務貢獻及其條款和條件的計劃表。

第二條 SKAO 的成立與地位

1. 依據本公約成立的 SKAO 是具有法律人格的國際組織，擁有為履行其職能及實現宗旨所需的如下行為能力：
 - (1) 簽訂合同；

(2) 獲取和處分動產及不動產，以及；

(3) 提起司法程序及作為司法程序的當事人。

2. SKAO 總部國為大不列顛及北愛爾蘭聯合王國，全球總部設於橋卓爾班克。

3. SKAO 應當與總部國和台址國就 SKAO 和 SKA 項目的台址事項簽署協議。該等協議應當經理事會一致表決通過。

第三條 SKAO 的宗旨

1. SKAO 的宗旨是，在射電天文領域便利和促進全球合作，以期實現重大科學突破。全球合作的首要目標是實現 SKA 項目。

2. 根據理事會決議，SKAO 可以啟動或者參與 SKA 項目之外涉及射電天文科學、技術和相關應用的項目。參與該等其他項目應該是選擇性的。

第四條 特權和豁免

1. SKAO 所有成員應當根據作為本公約附件和組成部分的《SKAO 特權和豁免議定書》，給予 SKAO 相應的特權和豁免。

2. 所有特權和豁免授予的目的應當僅為開展 SKAO 公務活動和實現其宗旨。

第五條 SKA 項目

1. SKA 項目的設計應具有變革性的科學性能，其靈敏度、角分辨

率和巡天速度必須遠遠超過目前現有的設備。

2. SKA 項目將分期實施，並從 SKA- 1 開始啟動，以期積極推進後續項目階段。

3. SKA- 1 台址位於澳大利亞聯邦和南非共和國，SKA- 1 的各組成部分將分別位於兩個台址國，SKAO 國際總部將位於總部國，以上信息將在一份通過理事會審議的《技術附件》中進行具體描述。

4. SKA 項目的後續階段由理事會批准後啟動。後續階段建設的參與是選擇性的。後續階段實施的出資由《SKAO 財務議定書》確定。

第六條 成員資格和其他合作形式

1. 本公約各締約方應當為 SKAO 成員。成員資格向所有國家和國際組織開放。

2. 理事會可以根據本公約及其確定的條件，以一致表決通過的方式批准新成員加入 SKAO。本公約根據第十九條第 4 款對某一國家或者國際組織生效時，該國家或者國際組織即成為本公約成員，並遵守理事會確定的條件。

3. 理事會可以按其確定的條件一致表決接受 SKAO 准成員。該等條件應當確保准成員不得享有與成員同等的權益。准成員資格向所有國家和國際組織開放。

4. 經理事會一致表決通過，可以邀請其他實體如國家、國際組織和機構與 SKAO 進行合作。SKAO 可以為此目的與這些實體達成協議和安排。該等協議和安排應當經過理事會批准決定。

第七條 機構

SKAO 由理事會和其職員協助下的總幹事組成。

第八條 理事會

1. 理事會是 SKAO 的治理機構。每一成員在理事會中最多有兩名代表，其中之一為投票代表，並獲得代表該成員行動和投票之授權。顧問可以協助代表工作。

2. 理事會負責 SKAO 的整體戰略部署與科學方向、良好治理和目標實現。理事會應當具備一切必要和合理的權限以有效履行其職責。

3. 除本公約其他條款列明的職能外，理事會應當：

(1) 根據《人事條例》的規定任命總幹事和批准其他高級職員的任命；

(2) 批准 SKAO 有關事項的政策、規則和條例，包括科學、技術、財務和行政事務，以及 SKA 及其數據的使用；

(3) 批准預算，監督開支和財務活動；

(4) 任命審計師；

(5) 批准和發布年度財務審計報表；

(6) 批准和發布年度報告；

(7) 為 SKAO 的運行而採取其他必要措施。

4. 現場或者遠程召開的任何會議，以及理事會的任何決議，應當由全體成員的三分之二方可構成法定人數。無投票資格之成員不得計

入法定人數。

5. 除另有規定外，每個成員在理事會均有一票表決權。

6. 除另有規定外，理事會決議應當經三分之二多數同意。

7. 在計算本公約或者《SKAO 財務議定書》中規定的一致通過或者多數票時，缺席、未參加投票、棄權或者無投票權的成員不得計入在內。

8. 對於總部國和各台址國的選擇，理事會可以根據本公約第十五條的規定，通過一致表決的方式進行變更。

9. 根據本公約第三條第2款批准的項目，成員同意財務貢獻後方可享有投票權。

10. 在遵守本公約的前提下，理事會應當制定其《議事規則》。

11. 理事會選舉一名主席和一名副主席，任期兩年。主席和副主席的任職不得超過兩屆。

12. 主席應當根據理事會《議事規則》召集理事會會議。理事會應當根據需要召集會議，每年不少於一次。

13. 理事會應當成立可以代表各成員的財務委員會。為實現 SKAO 的宗旨，理事會可以設立其他相關委員會，並確定委員會的職責和人員組成。

第九條 總幹事和職員

1. 理事會應當任命一名有固定任期的總幹事，並有權根據理事會批准的《人事條例》在任何時間終止其任職。總幹事為 SKAO 首席執

行官和法定代表人。總幹事應當向理事會報告。

2. 總幹事的職責包括：

- (1) 根據理事會的規定行使規劃、運行和財務方面的職權；
- (2) 向理事會提交年度報告；
- (3) 向理事會提交預算估算報告；
- (4) 向理事會提交年度財務審計報表；
- (5) 除理事會另有規定外，為提供諮詢而參加理事會會議；
- (6) 負責 SKAO 事務的綜合管理；
- (7) 負責衛生與安全事務；
- (8) 執行理事會交辦的其他任務。

3. 在符合本公約第八條第 3 款（1）項規定的前提下，在理事會授權範圍內，總幹事可以得到其認為必要的科學、技術和行政職員的協助。職員由總幹事根據《人事條例》任免。

4. 總幹事和職員應當尊重 SKAO 的國際性，並僅為 SKAO 的利益履行職責。

第十條 財務

1. SKAO 應當根據《SKAO 財務議定書》的規定處理財務事宜。該《SKAO 財務議定書》是本公約的附件和組成部分。

2. 成員和准成員應當按照理事會依據《SKAO 財務議定書》批准的出資計劃進行財務貢獻。

3. 出資計劃可以根據《SKAO 財務議定書》進行修正。
4. 成員和准成員應當根據其對 SKA 項目的累計承諾財務貢獻享有相應比例的份額。

第十一條 知識產權

1. SKAO 應當制定經理事會一致表決通過的《知識產權政策》。理事會對該政策的任何修正應當經三分之二多數通過，但該政策規定應當經一致表決通過修正的條款除外。
2. 該政策應當確保 SKAO 能夠以最小的風險和成本進行知識產權管理。
3. 該政策應當界定相關依據，以使參與 SKAO 項目實施的任何實體在 SKA 範圍之外可以使用因其參與而產生的創新成果。
4. 理事會可以決定將新增知識產權通過非排他的、全球範圍、免費、永久且不可撤銷的分許可授予 SKA 貢獻方。根據該許可，SKA 貢獻方可以為 SKA 項目和其他非商業性研究和教育之目的使用這些創新和工作成果，但應當獲得原有知識產權和第三方知識產權項下的適當授權。該等分許可不得用於與新增知識產權所有人形成競爭關係的活動。

第十二條 採購

1. 採購的首要目標是通過現金、實物或者二者兼有的財務貢獻方式成功獲取實施 SKA 項目所需的貨物、工程和服務，同時有效管理風險。

2. 《採購政策》應當經理事會一致表決通過批准。理事會對該政策的任何修正應當經三分之二多數通過，但該政策中規定需經一致表決通過修正的條款除外。

3. 採購的實施應當遵循公平工作回報、平等、透明和競爭的原則。

第十三條 運行和使用

1. SKAO 應當根據理事會一致表決通過的《運行政策》運行。理事會對該政策的任何修正應當經三分之二多數通過，但該政策中規定需經一致表決通過修正的條款除外。

2. SKA 望遠鏡和其他資源的使用時間應當根據理事會一致表決通過的《使用政策》分配。理事會對該政策的任何修正需經三分之二多數通過，但該政策中規定需經一致表決通過修正的條款除外。

3. SKAO 應當依照成員和准成員所佔項目份額的比例分配使用的原則運行，但理事會一致表決通過其他決定的除外。

第十四條 爭端解決

成員之間或者成員與 SKAO 之間就本公約解釋和適用問題產生的任何爭端，如不能通過協商解決，應當按照爭端各方的請求提交常設仲裁法院依據《常設仲裁法庭仲裁規則》進行仲裁，但爭端各方同意以其他方式解決的情形除外。

第十五條 修正

1. 任何對本公約及其議定書提出修正要求的成員均應當將提案

告知總幹事。總幹事應當迅速將提案送達所有成員。主席應當在至少三個月內召集理事會會議，在該會議上決定是否通過並建議對成員提案的修正。

2. 理事會通過並建議的修正案應當在所有成員按照其國內要求均已接受之後方可對所有成員生效。該修正案應當於保存人收到該修正案的最後一份接受通知的三十日後生效。

第十六條 退出

1. 自本公約生效十年後，任何成員均可以隨時通過向本公約保存人提交書面退出通知的方式退出本公約。提出退出的成員應當在完成其義務之後方可被允許退出，但理事會決定免除其義務的情形除外。

2. 退出成員應當在本公約保存人收到退出通知後繼續對 SKAO 承擔所有直接和持續的義務，直至退出通知正式生效。退出成員已完成其義務的，退出即應當在退出通知被收到之後的 SKAO 下一個財政年度結束時生效，但理事會批准可以提前退出的情形除外。

3. 退出成員對 SKAO 的資產或者其已經履行的財務貢獻無請求權。退出成員對本公約保存人收到退出通知之後 SKAO 運行所產生的債務不承擔責任。

第十七條 終止和解除

1. 理事會可以一致表決通過在任何時間終止本公約。在 SKAO 履行其對台址國的義務（包括 SKA 退役義務）之前，該決議不具有效力；義務履行完畢後，理事會應當決定終止生效的日期。自終止之日

起，SKAO 應當被解散並停止其國際組織身份。任何資產都應當進行清算並分配收益，在成員之間按照其成為成員後的實際出資之比例進行分配。

2. SKAO 被決定終止後的任何未償債務由全體成員按照其成為成員後被要求財務貢獻的比例並在該出資範圍內進行分攤。如果 SKAO 的債務或者責任超出其擁有的資金總量，理事會應當通過全體一致表決，爭取提高各成員履行這些債務或者責任的出資額。

第十八條 履約不能

如果理事會確定任何成員未履行其在本公約所確定的義務，包括財務貢獻義務，理事會應當要求其糾正違約行為。如果該成員未在告知的時間內回應理事會提出的要求，該成員在理事會的投票權自動暫停。理事會的其他成員可以採取在此情形下的其他合理措施，包括理事會其他成員一致表決終止該成員的 SKAO 成員資格。

第十九條 簽署、批准、接受、核准、加入和生效

1. 本公約應於二〇一九年三月十二日在羅馬開放簽署，自二〇一九年三月十二日後由下列各國提交保存國：

澳大利亞聯邦

中華人民共和國

印度共和國

意大利共和國

荷蘭王國

新西蘭

葡萄牙共和國

瑞典

南非共和國

大不列顛及北愛爾蘭聯合王國

2. 本公約應當由本條第 1 款所列國家按照其國內法律要求進行批准、接受或者核准。本公約應當於澳大利亞聯邦、南非共和國和大不列顛及北愛爾蘭聯合王國以及其他兩個簽署國批准、接受或者核准文書存放之日起三十日後生效。

3. 本公約對於未列入本條第 1 款的國家和國際組織，根據第六條第 2 款開放加入。

4. 本公約生效後，任何已存放其批准、接受、核准或者加入本公約之文件的國家或者國際組織，自該等文件提交保管之日起三十日後，本公約對其生效。

第二十條 保存人

1. 本公約的保存人為大不列顛及北愛爾蘭聯合王國政府。

2. 保存人應當：

（1）將每次簽署及其日期和本公約的生效日期通報簽署方和成員；

（2）將每次提交保存批准、接受、核准或者加入文件的情況以及本公約對該國或者國際組織生效的日期通報各簽署方和成員；

（3）將修正案的收到通知和生效的時間通報成員；

(4) 將退出的通知和退出生效的時間通報成員；

(5) 將本公約終止的時間通報成員；

(6) 將理事會終止某一成員 SKAO 成員資格的決定和生效日期通報成員。

3. 本公約生效後，保存人應當根據《聯合國憲章》第 102 條將其登記於聯合國秘書處。

附件一：

平方公里陣列天文台特權和豁免議定書

《成立平方公里陣列天文台公約》（以下簡稱“《公約》”）各締約方一致同意以下條款：

第一條 定義

基於本議定書之目的：

1. “專家”，指由平方公里陣列天文台（以下簡稱 SKAO）任命，在指定期間為 SKAO 服務的人員；
2. “家屬”，指對任何人而言，作為其家庭成員的配偶或者伴侶，以及受撫養的子女；
3. “場所”，指 SKAO 進行公務活動而排他性地佔有的場地、建築和設施及其組成部分，無論其所有權之歸屬；
4. “代表”，指出席 SKAO 各機構或者專門委員會會議的成員代表，包括代表團的指定代表、替補代表、顧問和秘書；
5. “檔案”，指 SKAO 所擁有或者持有的信件、文件、手稿、照片、影片、錄製品、電腦和媒體數據、數據載體和其他任何類似材料，及其所包含的全部信息；
6. “法律程序豁免”，指司法管轄權豁免和執行豁免。

第二條 法律程序豁免

除下列情形外，SKAO 在其公務活動範圍內享受法律程序豁免：

1. 在理事會決議範圍內，SKAO 放棄在某特定案件中的豁免；
2. 因 SKAO 擁有或者使用的交通工具造成交通事故導致第三方提出的民事賠償訴訟或者交通違章；
3. 根據《公約》第十四條做出的仲裁裁決；
4. 因 SKAO 欠付職員工資、薪金或者報酬，依據行政或者司法機關決定而發布扣押令的情形；
5. 直接針對 SKAO 提起的本訴而做出的反訴。

第三條 場所

1. SKAO 的場所不受侵犯。未經總幹事或者其授權的場所負責人許可，任何依法有權進入任何區域的人員均不得行使該等權利。
2. 在發生火災或者其他需要立即採取保護措施的緊急狀況時，可推定總幹事或者場所負責人已作出上述許可。如果總幹事或者場所負責人提出要求，依據該推定許可的進入者應當立即從該場所撤離。
3. 總幹事應當通知相關成員國知曉其管轄範圍內場所負責人的姓名。
4. SKAO 不得將其場所用於任何非法活動，或者用作在成員國國內面臨司法或者行政程序的任何人員之庇護或者避難處所。
5. 無論在任何時候、任何地點及由任何人保管，SKAO 的檔案不

受侵犯。

第四條 免徵直接稅

在公務活動範圍內，SKAO 的資產、財產、收入、收益、經營和交易免徵一切直接稅，但提供特定服務而收取的費用除外。

第五條 免徵關稅和間接稅

1. 對公務活動有實質價值和必要性的產品和服務（包括出版物、信息材料和機動車輛），SKAO 免繳增值稅。根據各成員國慣例，SKAO 可以在交易時享受免稅待遇，也可以在交易結束後取得退稅。根據各成員國的國內法規和政策，對於免徵增值稅的機動車輛可以予以數量限制。

2. SKAO 有實質價值的公務用品，包括出版物，免繳進口稅（關稅或者消費稅）和其他稅賦。

3. 上述豁免應當符合成員國法律規定的條件，包括財政收入保障措施和進出口管制。

4. 為職員個人利益購買或者進口的貨物，或者提供的服務，不得根據本條規定予以稅收豁免。

5. 成員國國內對貨物和服務進出口的法律法規繼續適用於所有其他方面，包括生物安全和檢疫的法律法規。

6. 成員國可以免徵其向 SKAO 作出的任何實物貢獻的增值稅。

第六條 貨物轉銷

1. 根據本議定書第五條取得或者進口的貨物不得在成員國國內出售、贈與、出租或者以其他方式處置，但事先通知成員國並已支付相應稅款的情形除外。

2. 稅款數額應當由成員國按照現行稅率並以貨物處置時的價值為基礎計算。成員國應當向 SKAO 提供有關程序的必要指示，以供遵守。

第七條 總幹事及其他職員的特權和豁免

1. 除非本議定書第十一條規定的相關職能機構在特定情形下放棄特權和豁免，總幹事和全體職員在成員國履行職能時，與其家庭成員共同享有以下特權和豁免：

（1）因履行公務活動實施的一切行為，包括口頭或者書面表達，免於法律程序。即使職員結束與 SKAO 的僱傭關係之後，該職務行為的豁免仍然有效。但該豁免不適用於職員在道路違章和因駕駛機動車輛造成損害的情形；

（2）與國際組織人員享有同等的免除移民限制和外僑登記手續；

（3）免於強制性公共服務；

（4）在 SKAO 公務活動範圍內，所有履行職能相關的公務文件和文檔不受侵犯；

（5）SKAO 支付給總幹事和職員任期內的工資和報酬免繳國內所得稅，但 SKAO 支付的養老金和退休金除外；

(6) 在 SKAO 已建立其內部社會保障體系的情況下，SKAO、總幹事和職員均無需向國內社會保障機構繳納強制性費用，亦無權由此獲益。相關事宜應當遵循 SKAO 和成員之間的協議；

(7) 職員於初次到達成員國就任時，有免納關稅運入家具及用品的權利（包括至少一輛機動車輛），並在其任職結束時免稅將其家具和私人物品運送出境。以上兩種情形均應當符合成員國免稅進口貨物處分的條件，以及進出口一般規定的限制。

2. 成員國沒有義務將本條第 1 款 (2)，(3)，(5)，(6) 和 (7) 項中的特權和豁免延伸適用至本國國民或者永久居民。

第八條 代表的特權和豁免

1. 除非本議定書第十一條規定的相關職能機構在特定情形下放棄特權和豁免，各成員國代表在某一成員國內履行其職能時享有以下特權和豁免：

(1) 因履行公務活動所實施的一切行為，包括口頭或者書面表達，均免於法律程序。即使該等人員不再為代表，上述豁免仍然持續有效。但該等豁免不適用於代表在道路違章和因駕駛機動車輛造成損害的情形；

(2) 在 SKAO 公務活動範圍內，所有履行職能的相關公務文件和文檔不受侵犯；

(3) 成員國應當根據其國內法採取措施，給予代表履行職能時自由活動的便利。

2. SKAO 應當為代表提供適當的認證或者授權文件。

3. 成員國沒有義務將本條第 1 款（3）項中的特權和豁免延伸適用至本國國民或者永久居民。

第九條 專家

1. 專家在代表 SKAO 履行其職能時，包括在履行其職能的行程中，其所有必需的公務文件和文檔不受侵犯。

2. 成員國應當根據其國內法採取措施，給予專家履行職能時自由活動的便利。

第十條 與成員國主管部門的合作

1. 在不減損其特權和豁免的前提下，所有人員根據本議定書第七條、第八條和第九條在成員國境內執行公務並享受特權和豁免時，有義務遵守該國的法律法規。

2. SKAO 應當始終配合成員國相關主管部門，為其執法提供便利並避免本議定書規定的特權和豁免被濫用。

第十一條 特權和豁免的目的和放棄

1. 本議定書規定的特權和豁免之目的並非為享受特權和豁免者提供個人利益。特權和豁免之目的僅為保障 SKAO 的運行不受妨礙以及享受特權和豁免之人員的完全獨立。

2. 在保留某項豁免有礙公正而放棄該項豁免可以不損害 SKAO 的利益時，相關職能機構有義務放棄該項豁免。

3. 本條第 2 款所稱“相關職能機構”是指：

- (1) 對於代表，指其成員國；
- (2) 對於總幹事，指理事會；
- (3) 對於所有職員、職員家屬、專家或者根據本議定書享有豁免的其他人員，指總幹事。

附件二：

平方公里陣列天文台財務議定書

《成立平方公里陣列天文台公約》（以下簡稱《公約》）各締約方：

致力於為未來所有財務交易以及其他相關財務事宜提供政策框架，

同意以下條款：

第一條 定義

基於本議定書之目的：

（1）“初期出資計劃”，指為平方公里陣列（以下簡稱 SKA）-1 建設與初期運行的首個《出資計劃》。

（2）“財務規則”係指實施本《財務議定書》之要求且經理事會批准的各項規則、程序和流程。

第二條 財務管理

在財務資源的規劃和管理方面，平方公里陣列天文台（以下簡稱 SKAO）應當遵循健全的財務管理和有效、透明及問責的原則。

第三條 出資計劃

1. 各項《出資計劃》應當獲得理事會一致表決通過。

2. 各成員和准成員應當按照相應的《出資計劃》進行出資。
3. 初期出資計劃應當由理事會的首次會議一致表決通過，或儘快在適當的時機批准。
4. 成員和准成員應當按照相關《出資計劃》規定的方式做出財務貢獻。
5. 成員和准成員在一定時間內繳付的最低現金貢獻以及任何其他繳付方案，由總幹事提交理事會決定批准。繳付方案應當對成員和准成員設置最低現金貢獻的要求。
6. 當成員或者准成員根據相關《出資計劃》擬進行的財務貢獻與本條第5款項下的繳付方案不符時，應當制定合理出資方案，經總幹事同意後報請理事會決定批准。總幹事在制訂後續繳付方案時應當考慮上述安排。
7. 在《出資計劃》規定的出資之外，成員和准成員可以自願額外出資。

第四條 《出資計劃》的審查和修正

1. 如有需要，理事會可以依據財務規則為修正之目的對《出資計劃》進行審查。
2. 經理事會一致表決通過，可以在《出資計劃》到期前的任何時候修正《出資計劃》。
3. 經理事會一致表決通過，可以根據相應《出資計劃》的條款規定將新的成員和准成員列入《出資計劃》。

4. 未經成員或者准成員同意，《出資計劃》的審查與修正不得導致該成員或者准成員的財務貢獻發生變動。

第五條 項目參與

1. 為執行《公約》第十條第 4 款之規定，有關項目參與之份額基數的規章制度應當經理事會批准決定。

2. 各成員和准成員在運行階段的財務貢獻，包括運行、升級和退役的成本，其比例應當等於該成員和准成員建設階段的財務貢獻比例。經理事會同意，方可允許建設階段與運行階段財務貢獻比例不一致，以及採取何種出資方式。

第六條 預算的批准

1. 理事會批准預算應當經雙重多數通過。

2. 雙重多數的定義為：同一項決議根據加權投票法計算獲得三分之二多數通過，且獲得出席並投票之成員的三分之二多數通過。

3. 加權投票法的定義為：每一成員為作出決定而行使其投票權。投票權由各成員按《出資計劃》規定的現有項目份額計算。

第七條 台址國

1. 台址國根據與 SKAO 達成的《台址國協議》提供並納入 SKA-1 及 SKA 任何後續階段的資產與基礎設施，應當按照台址國與 SKAO 同意的方法進行估價，並經理事會決定批准。

2. 台址國根據本條第 1 款規定所提供並納入本項目的資產和基

礎設施，應當由理事會計入對 SKA- 1 後續階段建設預算的財務貢獻，但與台址國另有約定的除外。

第八條 貸款和債務

1. 在理事會決定批准的財務規則規定的限額內，SKAO 可以獲得貸款和舉借債務。因 SKAO 決定獲得貸款或舉債所導致的額外財務義務，未經成員或准成員明確同意，不得由其承擔。

2. SKAO 可以設立基金，以應對未來因其設立任何或者全部天文設施的建設、運行、升級與退役而產生的債務。成員和准成員的債務不得超過相關《出資計劃》規定的出資承諾，但理事會一致表決另行決定的情形除外。