



MONTSERRAT

CHAPTER 13.07

CARIBBEAN ORGANISATIONS ACTS

Revised Edition

showing the law as at 1 January 2013

This is a revised edition of the law, prepared by the Law Revision Commissioner under the authority of the Revised Edition of the Laws Act.

This edition contains a consolidation of the following laws—

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CHAPTER 13.07

ORDER OF THE CARIBBEAN COMMUNITY ACT

ARRANGEMENT OF SECTIONS

SECTION

1. Short title
2. Interpretation
3. Articles of Agreement to have the force of law

SCHEDULE

CHAPTER 13.07

ORDER OF THE CARIBBEAN COMMUNITY ACT

(Act 9 of 1992)

AN ACT TO PROVIDE FOR THE IMPLEMENTATION IN MONTSERRAT OF THE AGREEMENT INSTITUTING THE ORDER OF THE CARIBBEAN COMMUNITY.

Commencement

[27 January 1993]

Short title

1. This Act may be cited as the Order of the Caribbean Community Act.

Interpretation

2. In this Act unless the context otherwise requires—

“**agreement**” means the Agreement Instituting the Order of the Caribbean Community signed by the Chief Minister of Montserrat on behalf of the Government of Montserrat on the 4th day of March 1991 at Plymouth, Montserrat, the text of which is set out in the Schedule hereto;

“**article**” means article of the agreement.

Articles of Agreement to have the force of law

3. (1) The Articles of the Agreement shall have the force of law in Montserrat.

(2) Notwithstanding subsection (1)—

(a) paragraph 1(c) of Article VII; and

- (b) the expression “**and those children of a member who have not attained the age of eighteen years**” appearing in paragraph 2 of Article VII of the agreement, shall not have the force of law in Montserrat.

SCHEDULE

(Section 2)

AGREEMENT

INSTITUTING

THE ORDER OF THE CARIBBEAN COMMUNITY

THE GOVERNMENTS OF MEMBER STATES OF THE CARIBBEAN COMMUNITY

HAVING CONSIDERED it most desirable that an appropriately designated high honour should be instituted and be conferred, from time to time, on nationals of Member States of the Community who have made outstanding contributions to the development of the Caribbean Region;

DESIROUS of inaugurating the award of the honour at the Twelfth Meeting of the Conference of Heads of Government of the Caribbean Community in 1991;

HEREBY AGREE AS FOLLOWS:

ARTICLE I

DEFINITIONS

In this Agreement—

- (a) “**the Community**” means the Caribbean Community;
- (b) “**the Conference**” means the Conference of Heads of Government of the Caribbean Community;
- (c) “**Member State**” means a Member State of the Caribbean Community;
- (d) “**national**” means a person who—
 - (i) is a citizen of a Member State; or
 - (ii) has a connection with a Member State of a kind which entitles that person to be regarded as belonging to or, if it be so expressed, as being a native or resident of the Member State for the purposes of such laws thereof relating to immigration as are for the time being in force;
- (e) “**the Order**” means the Order of the Caribbean Community.

ARTICLE II

INSTITUTION OF THE ORDER OF THE CARIBBEAN COMMUNITY

The Order of the Caribbean Community is hereby instituted and shall consist of its members and every national of a Member State upon whom the Order is conferred shall be a member of the Order.

ARTICLE III

ELIGIBILITY FOR APPOINTMENT TO MEMBERSHIP OF THE ORDER

1. Appointment to membership of the Order shall be reserved only for nationals of Member States who have made outstanding contributions to the development of the Caribbean Region.
2. The award of membership of the Order may be conferred upon a person posthumously.

ARTICLE IV

AWARDS

Awards of Membership of the Order shall be conferred by the Conference.

ARTICLE V

THE ADVISORY COMMITTEE

1. There shall be an Advisory Committee (hereinafter referred to as “the Committee”) for the purposes of the Order and shall be constituted as provided in paragraph 2.
2. The Committee shall consist of the following seven persons—
 - (a) the Director General of the Secretariat of the Organisation of Eastern Caribbean States, or his representative, representing those Member States of that Organisation which are Member States of the Caribbean Community;
 - (b) one representative of each of the other Member States of the Caribbean Community.
3. The Committee shall elect a Chairperson and a Deputy Chairperson from among its members.
4. Five members of the Committee, including the Chairperson or the Deputy Chairperson shall constitute a quorum at meetings of the committee.
5. The Chairperson shall preside at meetings of the Committee and if the Chairperson is absent from any meeting, the Deputy Chairperson shall preside.
6. The Committee shall meet at such times as the business of the Committee may require and at such places as it may deem fit.

7. The Secretary-General of the Community shall provide administrative and secretarial services for the Committee and, without prejudice to the generality of the foregoing provisions of this paragraph, he shall—

- (a) maintain records of the Order and of the proceedings of the Committee;
- (b) arrange ceremonies for the conferring of the Order on members and perform such other functions in connection with the Order as the Conference may direct, or the Committee may specify.

8. Subject to the provisions of this Article, the Committee shall have power to regulate its own proceedings.

ARTICLE VI

FUNCTIONS OF THE COMMITTEE

1. The Committee shall—

- (a) make investigations, as it thinks fit, to identify persons, whether living or dead, upon whom the Order may be conferred;
- (b) consider nominations of nationals of Member States made by Governments of Member States;
- (c) submit to the Conference its recommendations for awards of membership of the Order and tender advice to the Conference on any other matter concerning the Order.

2. Nothing in paragraph 1 shall be construed as affecting the right of the Conference to confer the award on a person who may not have been recommended by the Committee for the award.

ARTICLE VII

PRIVILEGES OF MEMBERS OF THE ORDER

1. A member of the Order is entitled to—

- (a) be styled “Honourable” before that member’s name and to have the suffix “O.C.C.” placed after the name of the member;
- (b) wear as a decoration on appropriate occasions the insignia, struck in gold, and the ribbon, of the Order;
- (c) reside and engage in gainful occupation in any Member State and to acquire and dispose of property in the same manner in all respects as citizens of any Member State;
- (d) be issued with a travel document designed to facilitate travel within the Caribbean Community and which would enjoy in every Member State a like status as a diplomatic passport issued by or on behalf of the Government of any such State.

2. The spouse of a member of the Order and those children of a member who have not attained the age of eighteen years shall be accorded the privilege conferred by paragraph 1(d).

3. A member of the Order shall be appropriately ranked on order of precedence at State and official functions, while in a Member State, as may be decided by that Member State.

ARTICLE VIII

REGISTER OF MEMBERS OF THE ORDER

Each Member State shall cause to be kept a register of members of the Order and shall enter therein the names of persons on whom the Order has been conferred showing the following particulars—

- (a) the full name, address and designation of the member of the Order;
- (b) the date on which the Order was conferred.

ARTICLE IX

IMPLEMENTATION

Each Member State hereby undertakes to take such action as is necessary to make effective in its territory the provisions of this Agreement.

ARTICLE X

AUTHORITY OF THE CONFERENCE

The final authority for the interpretation or application of this Agreement is the Conference and pursuant thereto, it may, from time to time, give directions for the better carrying out of the provisions of this Agreement.

ARTICLE XI

AMENDMENT

This Agreement may be amended by the Contracting Parties by decision of the Conference.

ARTICLE XII

SIGNATURE

This Agreement shall be deposited with the Secretary-General of the Community and shall be open for signature on behalf of the Governments of Member States.

ARTICLE XIII

ENTRY INTO FORCE

This Agreement shall enter into force on signature on behalf of the Governments of all Member States.

CHAPTER 13.07

CARIBBEAN ENVIRONMENTAL HEALTH INSTITUTE ACT

ARRANGEMENT OF SECTIONS

SECTION

1. Short title
2. Interpretation
3. Legal capacity
4. Financial provisions
5. Orders

SCHEDULE

CHAPTER 13.07

CARIBBEAN ENVIRONMENTAL HEALTH INSTITUTE ACT

(Acts 16 of 1982 and 9 of 2011)

AN ACT TO PROVIDE FOR THE IMPLEMENTATION IN MONTSERRAT OF THE AGREEMENT ESTABLISHING THE CARIBBEAN ENVIRONMENTAL HEALTH INSTITUTE.

Commencement

[22 October 1982]

Short title

1. This Act may be cited as the Caribbean Environmental Health Institute Act.

Interpretation

2. In this Act—

“**Agreement**” means the Agreement establishing the Caribbean Environmental Health Institute, the text of which is set out as the Schedule to this Act, and includes any amendments thereof which might be accepted by the Government of Montserrat from time to time;

“**Institute**” means the Caribbean Environmental Health Institute established by the Agreement.

Legal capacity

3. Article 15 of the Agreement shall have the force of law in Montserrat, and the Institute shall possess in Montserrat such legal status and legal capacity as will enable it to fulfil its objectives and perform its functions. Without prejudice to the generality of the foregoing the Institute shall be a body corporate in Montserrat, with power to enter into agreements to acquire and dispose of property whether movable or immovable and to be a party to legal proceedings.

Financial provisions

4. There shall be paid out of the Consolidated Fund all moneys required to be paid to the Institute from time to time in respect of Montserrat under provisions of the Agreement.

Orders

5. The Governor acting on the advice of Cabinet may make any Order which he considers necessary for giving effect to obligations on the part of Montserrat under the Agreement. (*Amended by Act 9 of 2011*)

SCHEDULE

(Section 2)

AGREEMENT ESTABLISHING THE CARIBBEAN ENVIRONMENTAL HEALTH INSTITUTE

ARTICLE 1

ESTABLISHMENT

The Caribbean Environment Health Institute (hereinafter referred to as “**the Institute**”) is hereby established, having the membership, powers and functions hereinafter specified.

ARTICLE 2

MEMBERSHIP

Membership of the Institute shall be open to—

- (a) states listed in the Annex to this Agreement;
- (b) any other State of the Caribbean Region which becomes a Member or Associate Member of the Caribbean Community;
- (c) any other State of the Caribbean Region approved by the Governing Body of the Institute.

The States listed in the Annex to this Agreement, the Governments of which sign the Agreement in accordance with Article 19, and ratify it in accordance with Article 20, shall become members of the Institute.

ARTICLE 3

OBJECTIVES OF THE INSTITUTE

1. The objectives of the Institute shall be—

- (a) to provide technical and advisory services to member States in all areas of environmental management, including water supplies, liquid waste and excreta disposal, solid waste management, water resource management, coastal zone management including beach pollution, air pollution, occupational health, vector control, agricultural pollution and pesticides control, disaster prevention and preparedness, natural resource conservation, environmental institution development and the socio-economic aspects of environmental management;
- (b) to prepare and keep inventories of—
 - (i) education and training programmes especially those in related disciplines;
 - (ii) regional experts and other manpower resources;
- (c) to promote and collaborate in the planning and programming of symposia, workshops, and on-the-job training in member States;
- (d) to conduct courses, seminars, symposia and other workshops at either the Institute or other selected regional institutions;
- (e) to arrange and accept grants for financing scholarships and fellowships to facilitate the training of nationals of member States;
- (f) to act as—
 - (i) a regional reference centre for the collection and dissemination of technical and scientific information;
 - (ii) a focal point for various environmental monitoring networks for the collection and dissemination of environmental data, especially health-related, in the Caribbean Region;
- (g)
 - (i) to promote and co-ordinate applied research relevant to the environmental problems of the Caribbean Region as identified by member States;
 - (ii) to stimulate the provision of engineering, public health laboratory and other related environmental services for member States, or groups of member States in accordance with their desires;
 - (iii) to promote uniformity in professional practice, design standards, and technical methods in programmes formulated for the improvement of environmental health and environmental management;

(h) to promote activities which will facilitate the implementation of the Environmental Health Strategy.

2. For the purposes of this Article the Institute may take such action as may be necessary or expedient for the attainment of its objectives and the performance of its functions.

ARTICLE 4

STRUCTURE OF THE INSTITUTE

The Institute shall have the following—

- (a) a Governing Body;
- (b) a Board of Directors with a Chairman and Deputy Chairman;
- (c) an Executive Director;
- (d) such other officers and staff as may be necessary.

ARTICLE 5

GOVERNING BODY OF THE INSTITUTE

1. The Conference of Ministers Responsible for Health (hereinafter referred to as “**the Conference**”) shall be the Governing Body of the Institute.

2. Without prejudice to the generalities of paragraph 1 of this Article, the Conference shall have the power to—

- (a) give general or specific policy directions to the Board of Directors;
- (b) appoint an Executive Director after it has considered the recommendation of the Board of Directors;
- (c) appoint the Chairman of the Board of Directors;
- (d) authorise agreements to be entered into with other countries, international agencies and entities;
- (e) approve the budget of the Institute to be prepared annually for the following three (3) financial years;
- (f) approve the work programme annually for the next following three (3) financial years.

ARTICLE 6

MEMBERSHIP OF THE BOARD

1. The composition of the Board of Directors (hereinafter referred to as “the Board”) shall be as follows—

- (a) (i) the Government of Barbados;
- (ii) the Government of Guyana;

- (iii) the Government of Jamaica;
- (iv) the Government of Saint Lucia;
- (v) the Government of Trinidad and Tobago;
- (vi) the Governments of Grenada and St. Vincent;
- (vii) the Governments of Antigua and Dominica;
- (viii) the Governments of Bahamas and Bermuda;
- (ix) the Governments of Belize, St. Christopher-Nevis-Anguilla and Montserrat;
- (x) the Caribbean Development Bank;
- (xi) the Caribbean Community Secretariat;
- (b) the Chairman;
- (c) a representative from—
 - (i) the University of the West Indies;
 - (ii) the University of Guyana;
 - (iii) the Pan American Health Organisation/World Health Organisation;
 - (iv) the United Nations Environment Programme;
- (d) the Executive Director *ex officio*.

2. Subject to the provisions of paragraph 2 of Article 8, the Chairman and the Executive Director, together with the representatives of the Caribbean Community Secretariat, University of the West Indies, Pan American Health Organisation/World Health Organisation, United Nations Environment Programme and the Caribbean Development Bank, shall sit as non-voting members of the Board.

- 3.
- (a) Alternate Directors shall be appointed by the appropriate authorities in accordance with paragraph 1 above;
 - (b) Directors and alternate Directors shall be persons of integrity;
 - (c) Directors and Alternate Directors shall be persons of integrity and high competence preferably with wide professional experience in Environmental Health, Environmental Management, or Community Health with respect to practice, administration or research and shall be selected with due regard to the principles of equitable geographical distribution.

4. Directors shall hold office for a term of three years and shall be eligible for re-appointment for not more than another term in succession. They shall continue in office until their successors shall have been appointed and assumed office. If the office of a Director becomes vacant before the expiration of his term of office, the vacancy shall be filled by a new Director who shall be appointed in the same manner as his predecessor and he shall hold office for the remainder of the term of office of his predecessor.

ARTICLE 7

FUNCTIONS AND POWERS OF THE BOARD OF DIRECTORS

1. The Board of the Institute shall be responsible, subject to any directions of the Conference, for the general operation of the Institute. It shall implement the general policies of the Institute and may give the Executive Director general instructions for the implementation of such policies.

2. Without prejudice to the functions specified in paragraph 1 of this Article, the Board shall—

- (a) make recommendations to the Conference in respect of the appointment of the Executive Director;
- (b) receive and may approve the annual report of the Executive Director which shall include the financial report;
- (c) make recommendations for the approval annually by the Conference of the work programmes for the next following three financial years;
- (d) make recommendations for the approval by the Conference of Estimates of Expenditure and the audited accounts of the Institute;
- (e) assist the Executive Director in seeking the support and the resources necessary for the fulfilment of the objectives of the institution;
- (f) except as is otherwise provided exercise control over appointments, and termination of appointment;
- (g) cause to be kept appropriate books of account, which shall be audited at least once a year by an auditor who shall be a qualified and independent accountant appointed by the Board and shall also cause to be prepared annual audited statements showing in detail the income and expenditure of the Institute and the assets and liabilities as they stood at the end of the immediate preceding financial year;
- (h) carry out such other functions as the Conference may delegate to it from time to time.

3. The Board may delegate to the Executive Director such of its functions as it thinks fit, provided that no such delegation shall preclude the Board from so acting at anytime it thinks fit, without prejudice however to anything done by the Executive Director under that delegation.

4. The Board may also appoint a Technical Advisory Committee to assist in discharging its responsibilities if this is considered necessary.

ARTICLE 8

MEETINGS OF THE BOARD

1. The Board shall meet at least twice a year or as often as the business of the Institute may require. A majority of Directors entitled to vote shall constitute a quorum for any Meetings of the Board.

2. Each Director entitled to vote shall have one vote and the Chairman shall have a casting vote only.
3. Subject to this Agreement, the Board shall regulate its own procedure.

ARTICLE 9

CHAIRMAN OF THE BOARD

1. The Chairman of the Board shall be appointed by the Conference after considering the recommendation of the Board.
2. The Chairman of the Board while holding office shall not be a Director or Alternate Director appointed by a member State or any Body which is represented on the Board.
3. The term of office of the Chairman shall be for three years and he shall be eligible for re-appointment.
4. The Deputy Chairman shall be elected by the Board from among members.

ARTICLE 10

THE EXECUTIVE DIRECTOR

1. The duties of the Executive Director shall include—
 - (a) the day-to-day management and control of the Institute;
 - (b) the control of the expenditure of the funds of the Institute within the approved estimates;
 - (c) the performance of such functions of the Board as may be delegated to him;
 - (d) the organisation of special programmes and projects in furtherance of the objectives of the Institute;
 - (e) ensuring that the correct procedures are followed with respect to all matters within the competence of the Institute;
 - (f) representation, either personally, or by a nominee appointed by him, upon such Authorities, Boards or Committees of the Caribbean Community Secretariat as may be agreed on with the Secretariat;
 - (g) the submission of an annual report to the Board;
 - (h) preparation for the approval by the Board of Directors, of estimates of expenditure for the next following financial year;
 - (i) preparation annually for the approval by the Board of Directors, of estimates of expenditure for the next following financial year.

In the absence or the incapacity of the Executive Director or while that office is vacant, the Board shall make suitable arrangements for the carrying out of the duties of the Executive Director and shall submit such arrangements for the approval of the Conference.

ARTICLE 11

STAFF OF THE INSTITUTE

1. The Institute shall appoint such members of its staff in accordance with the estimates approved by the Conference as are necessary for the performance of its functions.

2. All staff appointments shall be made subject to the terms and conditions of service determined by the Board.

ARTICLE 12

REVENUE

The revenue of the Institute shall be derived from—

- (a) the annual contributions of Member States;
- (b) such contributions as may be made by other States or agencies whether within or outside the Region;
- (c) such grants as may be made from any source for the financing of applied research, information collection and dissemination, manpower development, advisory services, engineering projects, fellowships, holding of symposia or courses or for any other purpose consistent with its objectives as set out in Article 3;
- (d) such fee as may be determined from time to time by the Board as fees payable to the Institute;
- (e) payments made to the Institute in consideration of consultancy services provided through the Institute;
- (f) income from any other sources.

ARTICLE 13

LOCATION OF THE INSTITUTE

1. The Headquarters of the Institute shall be located in Saint Lucia.
2. The Secretary-General shall negotiate suitable arrangements with the Government of Saint Lucia for the establishment of the Head-quarters of the Institute at the Research and Control Department, Morne Fortune.
3. The conclusion of such arrangements shall be subject to the approval of the Conference.
4. The Institute may establish in any Member State such other branch or research stations as may be deemed necessary by the Board.

ARTICLE 14

**RELATIONS WITH REGIONAL OR NATIONAL TEACHING INSTITUTIONS OR
RESEARCH CENTRES**

The Institute shall seek such affiliation with regional or national teaching or research centres as will promote the achievement of its objectives.

ARTICLE 15

LEGAL STATUS

1. The Institute shall possess full juridical personality.
2. The Institute shall enjoy in each member State such legal status and legal capacity as may be necessary for the fulfilment of its objectives and the exercise of its functions. In particular the Institute shall have the capacity to—
 - (a) contract;
 - (b) acquire and dispose of moveable and immovable property;
 - (c) institute legal proceedings.
3. The Institute shall enjoy in each member State such privileges and immunities as may be necessary for the fulfilment of its objectives and the exercise of its functions. In particular, property and assets of the Institute wheresoever located, and by whomsoever held, shall be immune from either confiscation or expropriation.
4. The Institute may co-operate with international organisations active in similar fields and may seek all appropriate contacts with a view to co-operating with other Institutions in similar fields.
5. Upon the entry into force of this Agreement, all property of any kind whatsoever which the Government of Saint Lucia had decided to grant to the Institute shall be transferred to, and be vested in, the Institute for the purposes of this Agreement.

ARTICLE 16

IMMUNITIES AND PRIVILEGES OF INSTITUTE PERSONNEL

The Executive Director, other officials and employees of, and experts performing missions for the Institute—

- (a) shall be immune from legal process with respect to acts performed by them in their official capacity;
- (b) except in the countries of which they are citizens or nationals, shall be accorded such immunities from immigration restrictions, alien registration requirements and national service obligations, and such facilities as regards exchange control, as are not less favourable than those accorded by the participating Governments concerned to the representatives, officials, and employees of diplomatic missions of comparable rank.

ARTICLE 17

DISPUTES

1. If a dispute should arise between the Institute and a member State or any of the Authorities represented on the Board, such dispute shall be submitted to arbitration by a Tribunal of three Arbitrators. Each party shall appoint one arbitrator and the two arbitrators shall appoint a third who shall be Chairman. If within 30 days of the request for arbitration either party has not appointed an arbitrator, or if within 15 days of the appointment of the second arbitrator the third arbitrator has not been appointed, either party may request the Secretary-General of the Caribbean Community to appoint an arbitrator.

2. The procedure of the arbitration shall be fixed by the arbitrators. However, the third arbitrator shall be empowered to supply all rules of procedure in any case of disagreement with respect thereto.

3. The majority vote of the arbitrators shall be sufficient to reach a decision which shall be final and binding upon the parties.

ARTICLE 18

IMPLEMENTATION

Member States shall take all steps necessary for the implementation of this Agreement.

ARTICLE 19

SIGNATURE

This Agreement shall be deposited with the Secretariat of the Caribbean Community (hereinafter referred to as “the Depositary”) and shall be open for signature until the entry into force of this Agreement, by any of the States listed in the Annex to this Agreement (hereinafter referred to as “the Annex”).

ARTICLE 20

RATIFICATION

This Agreement shall be subject to ratification by the signatories in accordance with their respective constitutional procedures. Amendments to the Agreement shall likewise be subject to ratification by all Member States. Instruments of Ratification shall be deposited with the Depositary which shall transmit certified copies to each member State.

ARTICLE 21

ENTRY INTO FORCE

This Agreement shall enter into force by the deposit of the Instruments of Ratification in accordance with Article 20 by six of the States listed in the Annex

including any three out of Barbados, Guyana, Jamaica and Trinidad and Tobago and three out of the remaining States listed in the Annex.

ARTICLE 22

ACCESSION

1. Any State listed in the Annex which, upon the entry into force of this Agreement has not signed this Agreement in accordance with Article 19 and which wishes to become a Member after that date may accede to the Agreement by deposit of appropriate Instruments of Accession with the Depositary.

2. Any State other than States listed in the Annex or any other State of the Caribbean Region approved by the Governing Body of the Institute which becomes a Member or Associate Member of the Caribbean Community may accede to the Agreement.

3. Admission to membership under paragraph 2 of this Article shall be upon such terms and conditions as the Conference may decide and shall take effect from the date on which the appropriate Instrument of Accession is deposited with the Depositary.

ARTICLE 23

AMENDMENT

1. Any member State may make proposals for amending this Agreement. Such proposals shall be submitted to the Conference for its approval through the Depositary.

2. Any proposed amendment that is approved by the Conference shall be submitted to each member State for ratification.

3. Any such amendment shall enter into force upon the deposit of the Instrument of Ratification by all member States.

ARTICLE 24

WITHDRAWAL

1. Any member State may withdraw from this Agreement by giving not less than 12 months notice in writing to the Depositary which shall forthwith notify other member States.

2. A member State withdrawing undertakes to honour any financial obligations duly assumed during its participation in this Agreement.

ARTICLE 25

INAUGURAL MEETING

1. As soon as this Agreement enters into force, each member State together with the authorities represented on the Board shall appoint a Director of the Board in accordance with Article 6, and the Secretary-General of the Caribbean Community shall convene the Inaugural Meeting of the Board of Directors.

LIST OF STATES

Antigua
Bahamas
Barbados
Belize
Bermuda
Cayman Islands
Dominica
Grenada
Guyana
Jamaica
Montserrat
St. Christopher-Nevis-Anguilla
Saint Lucia
St. Vincent
Trinidad and Tobago
Turks and Caicos
Virgin Islands (British)

CHAPTER 13.07

CARIBBEAN FOOD CORPORATION ACT

ARRANGEMENT OF SECTIONS

SECTION

1. Short title
 2. Interpretation
 3. Acceptance of Agreement
 4. Financial provisions
 5. Legal status and capacity of Corporation
 6. Orders
- SCHEDULE

CHAPTER 13.07

CARIBBEAN FOOD CORPORATION ACT

(Acts 22 of 1980 and 9 of 2011)

AN ACT TO PROVIDE FOR THE IMPLEMENTATION IN MONTSERRAT OF THE AGREEMENT ESTABLISHING THE CARIBBEAN FOOD CORPORATION.

Commencement

[4 December 1980]

Short title

1. This Act may be cited as the Caribbean Food Corporation Act.

Interpretation

2. In this Act—

“**Agreement**” means the Agreement establishing the Caribbean Food Corporation, the text of which is set out in the Schedule and to which Montserrat is a party;

“**Corporation**” means the Caribbean Food Corporation established by the Agreement.

Acceptance of Agreement

3. Acceptance of the Agreement by the Government is hereby approved.

Financial provisions

4. All payments required to be made by the Government to the Corporation in respect of the obligations of Montserrat under the Agreement are hereby charged on and shall be payable out of the Consolidated Fund.

Legal status and capacity of Corporation

5. The Corporation shall be a body corporate in Montserrat, with power to enter into agreements, to acquire and dispose of land and other property and to be a party to legal proceedings.

Orders

6. The Governor acting on the advice of Cabinet may make any Order which he considers necessary for giving effect in Montserrat to any of the provisions of the Agreement. (*Amended by Act 9 of 2011*)

SCHEDULE

AGREEMENT ESTABLISHING THE CARIBBEAN FOOD CORPORATION

CHAPTER I

ESTABLISHMENT, OBJECTIVES, MEMBERSHIP AND POWERS OF CORPORATION

ARTICLE 1

ESTABLISHMENT

By this Agreement the Contracting Parties establish a Caribbean Food Corporation having the objectives, membership and powers hereinafter specified.

ARTICLE 2

INTERPRETATION AND APPLICATION

1. In this Agreement unless the context otherwise requires—

- (a) **“agricultural production”** includes the production of fish and meat;
- (b) **“Common Market”** means the Caribbean Common Market established by the Annex to the Treaty;
- (c) **“Corporation”** means the Caribbean Food Corporation established by Article 1;
- (d) **“dollar”** means a dollar in the territory of the principal office of the Corporation;
- (e) **“financial year”** means the period January 1 to December 31, unless the Board of Directors otherwise determines;

- (f) **“Less Developed Countries”** or **“LDCs”** has the same meaning as in Article 3 of the Treaty;
- (g) **“Member Country”** means any Country which signs or accepts or accedes to this Agreement;
- (h) **“More Developed Countries”** or **“MDCs”** has the same meaning as in Article 3 of the Treaty;
- (i) **“Region”** means the States comprising the membership of the Common Market;
- (j) **“Secretary-General”** means the Secretary-General of the Caribbean Community established by the Treaty;
- (k) **“Treaty”** means the Treaty Establishing the Caribbean Community done at Chaguaramas on the 4th July, 1973.

2. Any question of interpretation or application of the provisions of this Agreement not otherwise expressly provided for shall be submitted to the Board of Governors for decision by a simple majority of the total number of Governors.

ARTICLE 3

OBJECTIVES

The Corporation shall have as its objectives the production, processing, packing, storage, transportation, distribution and marketing of food, and without limiting the generality of the foregoing, the following—

- (a) identifying, planning and implementing all stages of agricultural production schemes and any schemes relating thereto and, in pursuing the foregoing, to co-operate with national agencies;
- (b) mobilising funds, technical and managerial skills from within and without the Region to promote, finance and implement agricultural production schemes;
- (c) organising and facilitating the bulk purchase of agricultural inputs, as well as the marketing and other services associated with agricultural production schemes.

ARTICLE 4

MEMBERSHIP

1. Membership of the Corporation shall be open to—

- (a) the Countries listed in the Annex to this Agreement;
- (b) new Members of the Common Market or of the Community;
- (c) Associate Members of the Common Market and other Countries having a special relationship with the Common Market or with the Community.

2. The Countries listed in the Annex to this Agreement, the Governments of which sign this Agreement, in accordance with paragraph 1 of Article 38 or accept the said Agreement in accordance with paragraph 3 of the said Article 38, shall become Members of the Corporation.

3. Countries admitted as new Members of the Common Market or of the Community may become Members of the Corporation in accordance with Article 40 of this Agreement.

4. Associate Members of the Common Market and other Countries having a special relationship with the Common Market or with the Community may become Members of the Corporation in accordance with Article 41 of this Agreement.

ARTICLE 5

POWERS AND FUNCTIONS

In order to achieve its objectives, the Corporation shall have power—

- (a) itself or through its subsidiaries to operate within the Common Market or, in furtherance of its objectives, outside thereof, including in particular, power to—
 - (i) make investments;
 - (ii) establish, manage and operate enterprises;
 - (iii) engage in activities for the purchase, processing, transportation, marketing and distribution of products;
 - (iv) engage in financial operations;
 - (v) engage in any other activity related to its objectives;
- (b) to act as agent for any government or any government authority;
- (c) to sell, lease or otherwise dispose of the undertaking, property, assets, rights and effects of the Corporation or any part thereof for such consideration, if any, as it thinks fit;
- (d) to finance or assist in financing the sale of equipment, machinery, vehicles, commodities or any other tangible personal property by way of purchase and resale, leasing, hire purchase, deferred payment or any other similar transaction and to institute, enter into, carry on, finance or assist in financing the sale and maintenance of equipment, machinery, vehicles, commodities or any other tangible personal property upon any terms whatsoever, to acquire and discharge leases, hire purchase, deferred payment or other agreements or any rights thereunder whether proprietary or contractual;
- (e) to establish branches, agencies, representative, offices, affiliates and subsidiary companies in any Member Country and to regulate and discontinue the same;
- (f) to amalgamate, enter into any partnership or any arrangement for sharing profits, union of interests, co-operation, joint venture,

reciprocal or otherwise with any person, partnership or company where such amalgamation, partnership or arrangement may seem conducive to any of the Corporation's objectives;

- (g) to form, promote, finance and assist companies, co-operatives and partnerships;
- (h) to subscribe for, purchase or otherwise acquire and hold, sell, exchange, transfer, assign or otherwise dispose of and generally deal in the bonds, debentures, stocks, shares or other securities of any bank, corporation, company, co-operative or association, and while such owner to exercise all the rights of ownership including the right to vote;
- (i) to do all or any of the above things within or without the Region and either as principal, agent, trustee or otherwise and either alone or in conjunction with others and either by or through agents, trustees or otherwise;
- (j) to do all such other things as may be considered to be incidental or conducive to the exercise of the above powers or any of them.

And it is hereby declared that the word “**company**” in this Article shall be deemed to include any body of persons whether corporate or unincorporate, and that the powers specified in the different paragraphs of this Article shall, except where otherwise expressed in such paragraphs, be in no wise limited by reference to any other paragraphs or the name of the Corporation, but may be carried out in as full and ample a manner and shall be construed in as wide a sense as if each of the said paragraphs defined the powers of a separate, distinct and independent company.

CHAPTER II

CAPITAL AND OTHER RESOURCES

ARTICLE 6

AUTHORISED CAPITAL

1. The authorised capital of the Corporation shall be one hundred million dollars. The authorised capital shall be divided into shares of one thousand dollars each, the initial issue of which shall be available for subscription only by Member Countries in accordance with the provisions of Article 7 of this Agreement.

2. The authorised capital may be increased by the Board of Governors on the recommendation of the Board of Directors.

ARTICLE 7

INITIAL ISSUE OF SHARES

1. There shall be an initial issue (hereinafter referred to as “the initial issue”) of share capital to the value of ten million dollars comprising of at least two portions. The first portion to the value of four million, four hundred and fifty thousand dollars

shall be allotted and subscribed for in this Article and in Article 8 of this Agreement. The remainder of the initial issue shall be available for allotment and subscription in a manner and at a time as the Board of Directors may determine.

2. The first portion of the initial issue taken up by the MDCs, Belize and LDCs (other than Belize) shall be allotted as follows:

Barbados	500,000
Guyana.....	1,250,000
Jamaica	1,250,000
Trinidad and Tobago.....	1,250,000
Belize	100,000
LDCs (other than Belize).....	100,000.

3. In respect of the shares allotted to the LDCs (other than Belize) the WISA Council of Ministers shall determine and notify in writing to the Secretary-General its undertaking to subscribe for the shares so allotted.

4. Share capital of the initial issue shall be issued at par unless the Board of Governors decides otherwise.

5. Liability of Member Countries on shares shall be limited to the unpaid portion of their issue price.

6. Except as provided in paragraph 5 a Member Country shall not be liable, by reason only of its membership, for obligations of the Corporation.

ARTICLE 8

PAYMENT OF SUBSCRIPTION

1. A Member Country which has taken up shares from the first portion of the initial issue shall make payment to the Corporation for such portion within three weeks after the time prescribed by the Board of Directors for such payment. The remainder of the initial issue shall be paid for in such amounts and within such time as the Board of Directors may determine provided that the amount required to be paid by a Member Country for its shares in the remainder of the initial issue shall bear the same proportion as that Member's share in the first portion bears to the total subscribed shares of the first portion.

2. Where any payment in respect of the initial issue of shares is sought to be made before the holding of the inaugural Meeting of the Board of Directors that payment shall be made to the Government of the place in which the principal office of the Corporation is located, and shall be held by that Government on behalf of the Corporation until such time as the Board of Directors requires that payment be handed over to the Corporation.

3. Any subsequent issue of share capital shall be issued at par value unless the Board of Governors decides otherwise and shall be paid for by Member Countries in

such instalments as the Board of Governors after consultation with the Member Countries who are subscribers to that issue may determine.

ARTICLE 9

TRANSFER OF SHARES

Shares shall not be pledged or encumbered in any manner whatsoever and may be transferred only to another Member Country.

ARTICLE 10

CAPITAL RESOURCES

1. The resources of the Corporation shall consist of—
 - (a) ordinary capital resources; and
 - (b) loan capital resources.
2. In this Article, the term—
 - (a) “**ordinary capital resources**” includes—
 - (i) issued share capital of the Corporation allotted pursuant to Article 7;
 - (ii) income derived from the aforementioned funds;
 - (iii) any other funds or income received by the Corporation;
 - (b) “**loan capital resources**” means funds borrowed by the Corporation for the purpose of meeting any of its obligations or discharging any of its functions.

CHAPTER III

OPERATING PRINCIPLES, INVESTMENT PROGRAMMES AND REPORTS

ARTICLE 11

OPERATING PRINCIPLES

1. In pursuance of its objectives the Corporation shall invest in enterprises which are financially viable, due regard being paid to the following important criteria—
 - (a) the ability of the enterprise to increase agricultural production in order to achieve the greatest possible self-sufficiency within the Region; and
 - (b) the ability of the enterprise to produce agricultural products that will raise the nutritional levels within the Region.
2. In the performance of its functions the Corporation may—
 - (a) utilise the services of wholly-owned subsidiaries;

- (b) enter into joint enterprises with national governments, government agencies and statutory bodies;
- (c) utilise where appropriate the services of the Caribbean Investment Corporation, the Caribbean Development Bank, the Caribbean Agricultural Research and Development Institute and similar institutions within or without the Region.

3. In making investments in private enterprises, regionally owned and controlled enterprises shall be preferred.

4. Before engaging in any enterprise in a Member Country the Corporation shall obtain the approval of the Member Country in which the enterprise is to be located.

ARTICLE 12

INVESTMENT PROGRAMMES

1. The Board of Directors shall submit for approval of the Board of Governors, investment programmes at such times and for such periods as the Board of Governors may determine. These investment programmes shall take into account the respective policies of Member Countries within the Region concerning agriculture and agro-based industries.

2. The investment programmes shall take into account the priority areas of activity as determined by the Board of Governors under Article 18.

ARTICLE 13

REPORTS

1. The Board of Directors shall, within six months of the end of each financial year, call an annual general meeting. At the annual general meeting the Board of Governors shall consider the report of the Board of Directors including an audited statement of its accounts for the past financial year and shall also approve the budget of the Corporation for the next financial year.

2. The Board of Directors shall, with the approval of the Board of Governors, publish the annual report of the Corporation and may also publish such other reports as it deems desirable in the carrying out of the objectives of the Corporation. Such reports shall be transmitted to the Board of Governors.

3. The accounts of the Corporation shall be audited by auditors appointed by the Board of Governors.

CHAPTER IV

BORROWING

ARTICLE 14

LOANS

The Corporation may in accordance with the terms of any general authority given by the Board of Governors at the annual general meeting or from time to time, borrow such sums as the Corporation may require for meeting its obligations or discharging its functions.

ARTICLE 15

GUARANTEE OF LOANS

Any Member Country or group of Member Countries may agree jointly or severally to guarantee any borrowing of the Corporation authorised under Article 14 of this Agreement.

CHAPTER V

ORGANISATION AND MANAGEMENT

ARTICLE 16

STRUCTURE

The Corporation shall have a Board of Governors, a Board of Directors, a Managing Director and such other staff as may be considered necessary for the exercises of its functions.

ARTICLE 17

BOARD OF GOVERNORS

Composition

1. The Board of Governors shall consist of the Minister responsible for Agriculture of each Member Country to which shares have been allotted or such other person as the Member Country may designate.
2. Where a Member Country fails to pay for shares within the time prescribed or determined by Article 8 that Member Country shall be deemed to be in arrears and shall forfeit its right to participate on the Board of Governors.
3. A Member Country whose right to participate on the Board of Governors was forfeited under paragraph 2 of this Article shall on satisfying all its outstanding obligations within the contemplation of that paragraph have that right restored.
4. At each annual meeting the Board of Governors shall elect one of the Governors as Chairman who shall hold office until the election of the next Chairman.

5. The Chairman shall preside at all Meetings of the Board of Governors but in the event of his absence or his inability to preside, the Governors present and constituting a quorum shall elect from among themselves a Governor to preside at that Meeting.

ARTICLE 18

BOARD OF GOVERNORS

Powers

1. The Board of Governors is empowered to approve the investment programme and the annual budget of the Corporation and to give general policy directions to the Board of Directors.

2. The Board of Governors may delegate to the Board of Directors any of its powers, except the power to—

- (a) admit new members and determine the terms and conditions of their admission;
- (b) increase the authorised capital of the Corporation;
- (c) decide on questions regarding the interpretation and application of this Agreement;
- (d) determine the fees of the directors and their alternates;
- (e) approve the investment programme and annual budget of the Corporation;
- (f) delegate any of its powers.

3. The Board of Governors shall retain full power to exercise authority over any power delegated to the Board of Directors in accordance with paragraph 2 of this Article.

ARTICLE 19

BOARD OF GOVERNORS

Voting and Procedure

1. The Board of Governors shall hold an annual general meeting. Special Meetings of the Board of Governors may be called either by the Board of Directors or on a requisition of not less than three Members of the Board of Governors.

2. Each Member of the Board of Governors shall have three hundred votes plus one additional vote for each share held by the Member Country he represents.

3. Except as otherwise expressly provided in this Agreement all matters before the Board of Governors shall be determined by a majority of the voting power of the Member Countries represented at the meeting.

4. A majority of the total number of the Governors shall constitute a quorum for any meeting of the Board of Governors, provided such majority represents not less than two-thirds of the total voting power of the Member Countries.

5. The Board of Governors may establish a procedure for obtaining a vote on a specified question without calling a meeting.

ARTICLE 20

BOARD OF DIRECTORS

Composition

1. Upon the entry into force of this Agreement the Board of Directors shall consist of not more than nine Directors, as follows—

- (a) Directors appointed by or in respect of Member Countries in accordance with this Article;
- (b) The Secretary-General or his nominee and the Managing Director.

The Directors referred to in sub-paragraph (b) shall have no vote.

2. Directors shall be appointed as follows—

- (a) each MDC upon becoming a Member of the Corporation shall be entitled to appoint one Director and one alternate Director;
- (b) Belize upon becoming a Member of the Corporation shall be entitled to appoint one Director and one alternate Director;
- (c) in respect of the LDCs (other than Belize) the WISA Council of Ministers shall be entitled to appoint two Directors and two alternate Directors, if but only if, one or more of the LDCs have taken up not less than one hundred shares in the initial issue of shares.

3. Subject to paragraph 4 an alternate Director shall in the absence of his principal attend any meeting and shall be entitled to vote on any matter.

4. For so long as a Member Country is deemed to be in arrears under Article 17(2), the Director appointed by that Member Country or the Directors appointed by the WISA Council of Ministers (in any case where the Member Country in arrears is an LDC (other than Belize)) shall not participate in the business of the Board of Directors.

5. Each Member Country entitled to make appointment of Directors and the WISA Council of Ministers shall inform the Secretary-General promptly after this Agreement enters into force of their appointments and such appointments shall become valid only upon notification to the Secretary-General.

6. Subsequent appointments to the Board of Directors shall be communicated to the Chairman of the Board of Directors as soon as possible before the expiration of the term of office of the Director to be replaced.

7. Each Director shall hold office for a term of three years but shall be eligible for re-appointment.

8. The Board of Directors shall elect a Chairman and a Vice-Chairman from among the Directors, and the Vice-Chairman shall preside in the absence of the Chairman. In the absence of the Chairman and Vice-Chairman at any meeting the Directors may elect one of their number to act as Chairman of the meeting of the Board of Directors. Both the Chairman and the Vice-Chairman shall hold office for three years. Both shall be eligible for re-election. The Secretary-General or his nominee and the Managing Director are not eligible for election as Chairman or Vice-Chairman.

9. Directors shall be persons of high competence with experience in commercial, agricultural or financial matters.

10. Directors shall be paid such fees and reasonable allowances for attending meeting as may be approved by the Board of Governors.

11. A Member Country or the WISA Council of Ministers may at any time revoke its appointment of a Director and appoint another person in his stead. The Member Country or the WISA Council of Ministers, as the case may be, shall promptly notify the Chairman of the Board of Directors of such revocation and of the new appointment. A Director appointed under this paragraph shall hold office only for the remainder of the term of his predecessor.

12. Notwithstanding paragraphs 1 and 2 of this Article the Board of Governors may decide from time to time to alter the composition of the Board of Directors by a vote of not less than two-thirds of the Members representing not less than three-fourths of their voting power. Nothing in this paragraph shall impair the right of any Member Country or the WISA Council of Ministers to appoint Directors as provided for in paragraph 2 of this article.

ARTICLE 21

BOARD OF DIRECTORS

Powers

The Board of Directors shall be responsible, subject to any direction by the Board of Governors, for the management of the affairs of the Corporation. It shall also be responsible for the general policies of the Corporation and may give the Managing Director general and special instructions for the implementation of such policies.

ARTICLE 22

BOARD OF DIRECTORS

Voting and Procedure

1. The business of the Board of Directors shall be transacted at the principal office of the Corporation or at such places as may from time to time be determined by the Board.

2. The Board of Directors shall meet at least every six months or as often as the business of the Corporation requires.

3. Meetings shall be called by the Chairman of the Board on at least one month's notice unless special circumstances require a shorter period of notice.

4. A quorum of the Board of Directors shall be a simple majority of the Directors eligible to vote.

5. In voting at meetings of the Board of Directors, each Director (including the Chairman or the Vice-Chairman when presiding) shall be entitled to one vote. All matters shall be decided by a majority of the number of Directors present and voting. In the event of a deadlock the Chairman shall have a casting vote.

6. Subject to the preceding paragraphs of this Article, the Board shall settle its own Rules of Proceeding.

ARTICLE 23

THE MANAGING DIRECTOR

1. The Board of Governors shall appoint a Managing Director of the Corporation upon such terms and conditions as the Board sees fit.

2. The Managing Director shall be the Chief Executive Officer of the Corporation and shall conduct, under the direction of the Board of Directors, the business of the Corporation. He shall, subject to the general control of the Board of Directors, be responsible for the organisation, appointment and dismissal of the staff.

3. The Board of Directors shall approve rules governing the appointment and conduct of the staff and the operations of the Corporation.

ARTICLE 24

OFFICE AND SEAL OF THE CORPORATION

1. The principal office of the Corporation shall be located in Trinidad and Tobago.

2. The Corporation shall have an official seal approved by the Board of Governors.

3. The Directors shall provide for the safe custody of the seal which shall only be used by the authority of the Directors and any instrument to which the seal is affixed shall be signed by a Director and countersigned by some other duly authorised person.

4. The Corporation may establish agencies or branch offices elsewhere.

CHAPTER VI

ALLOCATION OF NET INCOME

ARTICLE 25

ALLOCATION OF NET INCOME

1. The Board of Governors shall, on the recommendation of the Board of Directors, determine at least annually the disposition of the net income of the Corporation arising from its ordinary operations and what portion thereof, if any, shall be allocated after making provision for reserves or other purposes, to surplus, and what portion, if any, shall be reinvested in, or distributed among members of, the Corporation.

2. Any distribution of net income under paragraph 1 of this Article shall be made to each Member Country in proportion to the paid up value of shares held by that Member Country.

3. Payments of the net income under paragraph 1 of this Article shall be made in such manner as the Board of Governors may determine and in the respective currencies of Member Countries.

CHAPTER VII

TERMINATION OF MEMBERSHIP

ARTICLE 26

TERMINATION OF MEMBERSHIP

Any Member Country which disposes of all its shares in the Corporation shall cease to be a party to this Agreement, and its membership in the Corporation shall terminate on the date of the transfer of shares.

ARTICLE 27

SETTLEMENT OF ACCOUNTS

1. After the date on which a Member Country ceases to be a Member of the Corporation, that former Member shall remain liable for its direct financial obligations to the Corporation that were incurred before that date and for any other liability so incurred in respect of any loans or guarantees made to or given in respect of the Corporation but it shall not incur liabilities with respect to loans and guarantees entered into thereafter by the Corporation or share either in the income or the expenses of the Corporation.

2. Upon a Member Country ceasing to be a Member of the Corporation, the Corporation shall arrange for the transfer of that country's shares as a part of the settlement of accounts with such country in accordance with the provisions of this Article. Such shares shall be disposed of in such manner as the Board of Governors may determine.

3. Where within six months of a Member Country ceasing to be a member of the Corporation, the operations of the Corporation are terminated pursuant to Article 28, all rights of that Member Country shall be determined in accordance with Articles 28 and 29. That Member Country shall be considered as still being a Member of the Corporation for the purposes of those Articles but shall have no voting rights.

ARTICLE 28

TERMINATION OF OPERATIONS

1. The Board of Governors may by a resolution adopted by a vote of not less than two-thirds of the total number of Governors representing not less than three-fourths of the total voting power of the Members terminate the operations of the Corporation.

2. After such termination, the Corporation shall forthwith cease all activities, except those incident to the orderly realisation, conservation and preservation of its assets and settlement of its obligations.

ARTICLE 29

DISTRIBUTION OF ASSETS

1. Upon dissolution of the Corporation no distribution of assets shall be made to Member Countries on account of their subscription to the capital of the Corporation until all liabilities to creditors are discharged or provided for. However, such distribution must be approved by a vote of not less than two-thirds of the total number of Governors representing not less than three-fourths of the total voting power of the Members.

2. Any distribution of the assets of the Corporation to the Member Countries shall be in proportion to the paid-up value of the shares held by each Member Country and shall be effected at such times and under such conditions as the Board of Governors shall deem fair and equitable. No Member Country shall be entitled to receive its share in such a distribution of assets until it has settled all its obligations to the Corporation.

3. Before any distribution of assets is made, the Board of Governors shall value the assets to be distributed as at the date of distribution.

CHAPTER VIII

STATUS, IMMUNITIES, EXEMPTIONS AND PRIVILEGES

ARTICLE 30

PURPOSE OF CHAPTER

In order to enable the Corporation effectively to fulfil its purposes and carry out the functions entrusted to it, the status, immunities, exemptions and privileges set forth in this Chapter shall be accorded to the Corporation in the territory of each Member Country.

ARTICLE 31

1. The Corporation shall possess full juridical personality and, in particular, full capacity—

- (a) to contract;
- (b) to acquire and dispose of immovable and movable property; and
- (c) to institute legal proceedings.

2. The Corporation may co-operate with national or international organisations or entities and may seek all appropriate contacts with a view to co-operation with such institutions of the countries to which its operations extend.

ARTICLE 32

FREEDOM OF ASSETS FROM RESTRICTIONS

To the extent necessary to carry out their purposes and functions effectively and subject to the provisions of this Agreement, the Corporation, its wholly owned subsidiaries and joint enterprises with Governments of Member Countries—

- (a) may hold assets of any kind and operate accounts in any currency; and
- (b) shall be free to transfer their assets from one Member Country to another or within any Member Country and to convert any currency held by them into any other currency of the Region,

without being restricted by financial controls or moratoria of any kind provided that the transactions involved are carried on within the Region.

ARTICLE 33

IMMUNITIES AND PRIVILEGES OF THE CORPORATION PERSONNEL

All Members of the Board of Governors, Directors, alternates, senior employees of, and experts performing missions in connection with, the Corporation, its subsidiaries or joint enterprises with Governments of Member Countries, where they are not local citizens or nationals, shall be accorded work permits and such immunities from immigration restrictions, alien registration requirements and national service obligations, to the extent necessary for the efficient functioning of the Corporation.

ARTICLE 34

TAXATION

1. The Corporation, its assets, property, income and its operations shall be exempt from all direct taxation.

2. Notwithstanding the provisions of paragraph 1 of this Article, the Corporation shall not claim exemption from taxes which are no more than charges for public utility services.

3. The preceding paragraphs of this Article shall apply to wholly owned subsidiaries of the Corporation and joint enterprises between the Corporation and Governments of Member Countries.

ARTICLE 35

CREDITS, FISCAL INCENTIVES AND QUANTITATIVE RESTRICTIONS

Each Member Country undertakes—

- (a) to grant to the Corporation long, medium and short term credits on no less favourable terms than those given to similar investors in the particular Member Country;
- (b) to accord to the Corporation no less favourable treatment than that accorded any enterprise operating in the Member Country;
- (c) to apply quantitative restrictions in such favourable manner where appropriate,

to enable the Corporation, its subsidiaries and affiliates more readily to attain the objectives of this Agreement.

CHAPTER IX

ARBITRATION

ARTICLE 36

ARBITRATION

1. If a dispute should arise between the Corporation and a Country which ceases to be a member, or between the Corporation and any Member Country after the adoption of a resolution to terminate the operations of the Corporation, such dispute shall be submitted to arbitration by a tribunal of three arbitrators. Each party shall appoint one arbitrator and the two arbitrators so appointed shall appoint the third who shall be Chairman. If within thirty days of the request for arbitration either Party has not appointed an arbitrator or if within fifteen days after the appointment of two arbitrators the third arbitrator has not been appointed, either Party may request the Secretary-General to appoint an arbitrator. The procedure of the arbitration shall be fixed by the arbitrators. However, the third arbitrator shall be empowered to settle all questions of procedure in any case of disagreement with respect thereto.

2. A majority vote of the arbitrators shall be sufficient to reach a decision which shall be final and binding upon the parties.

CHAPTER X**FINAL PROVISIONS****ARTICLE 37****IMPLEMENTATION**

Each Member Country shall take the necessary action to make effective the provisions of this Agreement and enact such legislation as may be necessary to discharge its obligations under it.

ARTICLE 38**SIGNATURE**

1. This Agreement shall be lodged with the Secretary-General (in this Agreement referred to as the Depositary) and shall remain open until the 15th day of September, 1976 for signature by the Countries listed in the Annex to this Agreement.

2. The Depositary shall transmit certified copies of this Agreement to all the signatories and other Countries which become members of the Corporation.

3. Any country listed in the Annex to this Agreement which has not signed the Agreement may accept the Agreement by depositing an Instrument of Acceptance with the Depositary.

ARTICLE 39**ENTRY INTO FORCE**

1. This Agreement shall enter into force when it has been signed or accepted in accordance with Article 38 of this Agreement by any four of the Countries including two of the More Developed Countries listed in the Annex to this Agreement.

2. The Depositary shall notify the Countries listed in the Annex to this Agreement of the date of entry into force of this Agreement, and of all the Countries which have signed or accepted this Agreement and shall transmit certified copies thereof to all Members.

ARTICLE 40**ACCESSION**

After the entry into force of this Agreement, a Country other than one listed in the Annex may in the discretion of the Board of Governors be permitted to become a member of the Corporation by accession to this Agreement on such terms as the Board of Governors shall by a two-thirds majority vote of the total number of Governors determine. Any such Country shall deposit, on or before a date appointed by the Board of Governors an Instrument of Accession with the Depositary who shall notify such deposit and the dates thereof to the Corporation and the parties to this Agreement.

Upon such deposit,-and upon the subscription and payment for shares issued to it, the Country shall become a member of the Corporation on the appointed date.

ARTICLE 41

ADMISSION OF ASSOCIATE MEMBERS, ETC.

The Board of Governors may in its discretion and upon such terms and conditions, as it deems fit, admit to membership of the Corporation any Country to which paragraph 4 of Article 4 applies.

ARTICLE 42

INAUGURAL MEETING

1. As soon as possible after this Agreement enters into force, the Secretary-General shall convene the inaugural meeting of the Board of Directors.

2. Within thirty days of the holding of the inaugural meeting in accordance with paragraph 1 of this Article, the Secretary-General shall call a special meeting of the Board of Governors, if he or the Board of Directors or the Board of Governors thinks it necessary.

ANNEX

MEMBERSHIP

Membership of the Corporation shall be open to—

- (i) Antigua
- (ii) Barbados
- (iii) Belize
- (iv) Dominica
- (v) Grenada
- (vi) Guyana
- (vii) Jamaica
- (viii) Montserrat
- (ix) St. Kitts-Nevis-Anguilla
- (x) St. Lucia
- (xi) St. Vincent
- (xii) Trinidad and Tobago.

ER 13.07

CHAPTER 13.07

CARIBBEAN INVESTMENT CORPORATION ACT

ARRANGEMENT OF SECTIONS

SECTION

1. Short title
2. Interpretation
3. Agreement to have force of law
4. Financial provisions for giving effect to the Agreement
5. Certificate of Governor conclusive as to contents
6. Restriction on use of name
7. Regulations

SCHEDULE

CHAPTER 13.07

CARIBBEAN INVESTMENT CORPORATION ACT

(Acts 7 of 1974 and 9 of 2011)

AN ACT TO PROVIDE FOR THE IMPLEMENTATION BY MONTSERRAT OF THE AGREEMENT ESTABLISHING THE CARIBBEAN INVESTMENT CORPORATION AND FOR PURPOSES CONNECTED THEREWITH.

Commencement

[7 May 1974]

Short title

1. This Act may be cited as the Caribbean Investment Corporation Act.

Interpretation

2. (1) In this Act—

“**Agreement**” means the Agreement for the establishment of the Caribbean Investment Corporation set out in the Schedule to this Act;

“**Corporation**” means the Caribbean Investment Corporation established by the Agreement.

(2) The reference in Article 30 of the Agreement to the effect that the Corporation shall possess full juridical personality shall be construed as meaning that the Corporation is a body corporate.

Agreement to have force of law

3. Subject to this Act, the provisions of Articles 30 to 36 (both Articles inclusive) of the Agreement shall have the force of law in Montserrat.

Financial provisions for giving effect to the Agreement

4. (1) There shall be paid out of the Consolidated Fund of Montserrat, on the warrant of the Minister of Finance, all payments required to be made from time to time to the Corporation in respect of Montserrat under the provisions of the Agreement.

(2) Any sums received by the Government of Montserrat from the Corporation on account of Montserrat's subscription to the capital stock thereof shall be paid into the Consolidated Fund of Montserrat.

Certificate of Governor conclusive as to contents

5. If in any proceedings a question arises as to the entitlement of the Corporation or any other person to any immunities or privileges under this Act, a certificate issued by or under the authority of the Governor to the effect that the Corporation or other person is or is not so entitled shall be conclusive evidence of the fact.

Restriction on use of name

6. (1) Except with the consent of the Governor acting on the advice of Cabinet, no person shall use the name of the Caribbean Investment Corporation or any name so nearly resembling it as to be likely to deceive, in connection with any trade or business. (*Amended by Act 9 of 2011*)

(2) Every person who contravenes the provisions of subsection (1) shall be guilty of an offence and liable on summary conviction to a fine of \$5,000 or to imprisonment for twelve months or to both such fine and imprisonment.

Regulations

7. The Governor acting on the advice of Cabinet may make Regulations which he considers necessary for giving effect to the provisions of this Act. (*Amended by Act 9 of 2011*)

SCHEDULE
AGREEMENT
ESTABLISHING
THE CARIBBEAN INVESTMENT CORPORATION
ARTICLES OF AGREEMENT

CHAPTER I
ESTABLISHMENT OF THE CORPORATION

ARTICLE 1

THE CORPORATION ESTABLISHED

By this Agreement the Contracting Parties establish a Caribbean Investment Corporation (hereinafter referred to as “the Corporation”) having the membership, powers and functions hereinafter specified.

ARTICLE 2

MEMBERSHIP

1. Membership of the Corporation shall be open to—
 - (a) the States listed in Part A of the Annex to this Agreement which shall form an integral part thereof;
 - (b) any other State of the Caribbean Region which becomes a member of the Caribbean Community; and
 - (c) residents of States that become members of the Corporation.

2. The States referred to in paragraph 1(a) of this Article the Governments of which sign this Agreement in accordance with Article 41 and are signatories to the Georgetown Accord shall become Members of the Corporation.

The States mentioned in paragraph 1(b) of this Article the Governments which accede to this Agreement in accordance with Article 42 thereof shall become members of the Corporation.

3. Residents of States that are Members of the Corporation may be admitted to membership on such terms and conditions as the Board of Governors may determine.

ARTICLE 3

FUNCTIONS AND POWERS

1. The function of the Corporation shall be to ensure the promotion of the industrial development including the development of agro-based industries and of

integrated agricultural and industrial complexes of the Less Developed Countries that are members of the Corporation and which—

- (a) prior to the 1st May, 1974 have signed the Accord done at Georgetown, Guyana on the 13th day of April, 1973; or
- (b) on or after the 1st May, 1974 are Members of the Caribbean Common Market.

2. For the purpose of performing this function the Corporation is hereby empowered to—

- (a) make equity investments in industrial enterprises in the Less Developed Countries;
- (b) dispose of its equity investments within the Region in order to replenish its financial resources;
- (c) guarantee suppliers' credits;
- (d) administer, manage and account for its financial resources;
- (e) undertake feasibility studies with a view to identifying, preparing and appraising projects for financing;
- (f) provide the technical assistance necessary for the preparation and analysis of projects to be financed, and do all such other acts that may be necessary or incidental to the achievement of its purposes and the exercise of its functions.

ARTICLE 4

DEFINITIONS

1. For the purpose of this Agreement the following expressions shall, unless the context otherwise require, have the meaning herein provided: **“More Developed Country”** means Barbados, Guyana, Jamaica, Trinidad and Tobago, and **“Less Developed Country”** means any other State listed in Part A of the Annex which is a Member of the Corporation provided that the Board of Governors may from time to time decide to alter any designation as to them may seem fit.

2. **“Residents”** for the purpose of this agreement means—

- (a) a citizen of any State that is a Member of the Corporation; or
- (b) a person who has a connection with such a State of any kind which entitles him to be regarded as belonging to, or, if it be so expressed, as being a native or resident of the State for the purposes of such laws thereof relating to immigration as are for the time being in force; or
- (c) a company or other legal entity which in the opinion of the Board of Governors carries on business in a State that is a member of the Corporation provided that such Company or other legal entity has a registered office and carries on substantial activity within such a State.

CHAPTER II

CAPITAL, CONTRIBUTIONS AND RESOURCES

ARTICLE 5

AUTHORISED CAPITAL

1. The authorised capital stock of the Corporation shall be the equivalent of fifteen million Eastern Caribbean dollars of the weight and fineness of gold in effect on 1st May, 1973. The authorised capital stock shall be divided into 150,000 shares with a par value of \$100 each, and shall be available for subscription by members in accordance with the provisions of Article 6 of this Agreement.

2. The authorised capital stock may be increased by the Board of Governors at such times and on such terms and conditions as it may determine by a vote of not less than fourteen Governors.

ARTICLE 6

ISSUE AND SUBSCRIPTION OF SHARES

1. Each member shall subscribe to shares of the capital stock of the Corporation in accordance with Part A of the Annex. Within one month of the entry into force of this Agreement the Corporation shall make an initial issue of shares of the aggregate value of EC\$5 million which shall be subscribed in the manner set out in paragraph 2 of this Article.

2. The initial issue of shares shall be subscribed by the Members of the Corporation in the proportions given in Part B of the Annex and shall be paid for as specified in Article 7 of this Agreement.

3. Upon any subsequent issue of shares up to the amount of the capital stock specified in paragraph 1 of Article 5 of this Agreement each State which is a member shall subscribe in the proportions specified in Part A of the Annex on such terms and conditions as the Board of Governors may determine, such a number of shares as bears the same ratio to the issue as the shares held by it bear to the total issued stock of the Corporation immediately before such issue.

4. Shares initially subscribed by members during the first five years of the establishment of the Corporation shall be issued at par. Other shares shall be issued at such value as the Board of Governors may decide.

5. Liability of the members shall be limited to the unpaid portion of their issue price.

6. Except as provided in paragraph 5 of this Article, no member shall be liable, by reason only of its membership for obligations of the Corporation.

ARTICLE 7

PAYMENT FOR INITIAL ISSUE OF SHARES

Shares subscribed in accordance with paragraph 2 of Article 6 of this Agreement shall be paid for in five equal instalments. The first instalment shall be paid on allotment and thereafter one instalment shall be paid in each of the next four succeeding years.

ARTICLE 8

TRANSFER OF SHARES AND RELATED MATTERS

1. Subject to such conditions as the Board of Governors may impose any member referred to in paragraph 1(c) of Article 2 of this Agreement may transfer all or any of its shares.

2. The Board of Governors may decline to register the transfer of a share to a person of whom it does not approve, and it may also decline to register the transfer of a share on which the Corporation has a lien.

3. No member of the Corporation referred to in paragraph 1(a) and (b) of Article 2 of this Agreement shall transfer its shares in the Corporation.

ARTICLE 9

FINANCIAL RESOURCES

The resources of the Corporation shall consist of—

- (a) the authorised capital stock of the Corporation subscribed pursuant to Article 6;
- (b) funds borrowed by the Corporations;
- (c) funds received in repayment of loans or from guarantees or from the sale of securities acquired by it;
- (d) any other funds or income received by the Corporation.

ARTICLE 10

USE OF FINANCIAL RESOURCES

The financial resources of the Corporation shall be used exclusively to further the purpose for which it is established and to carry out its functions in accordance with this Agreement.

CHAPTER III
OPERATING PRINCIPLES

ARTICLE 11

1. In the performance of its functions the Corporation shall invest in projects which are financially viable, due regard being paid to two other important criteria —

- (a) the ability of the projects in which it invests to promote further industrial and economic development in the economy of the Less Developed Country concerned; and
- (b) the creation of employment opportunities in the Less Developed Country concerned.

2. In financing industrial development projects, the Corporation shall, as far as practicable, associate with the local capital of the Less Developed Countries of the Region and, with joint ventures of the Less Developed Countries and the More Developed Countries.

3. In the disposal of its equity investment, the Corporation shall, as far as practicable, seek to make available such equity to individuals and bodies in the Less Developed Countries in order to increase their participation in industries located in their territories.

CHAPTER IV
POWERS AND MANAGEMENT

ARTICLE 12

BORROWING AND OTHER SPECIFIC POWERS

In addition to any other powers conferred on the Corporation by this Agreement for the purpose of exercising its functions the Corporation shall have power to—

- (a) borrow money (whether by way of debentures or otherwise) for the purpose for which it is established;
- (b) advance money by way of loans on such terms and conditions as it thinks necessary;
- (c) invest or deposit in any State that is a member of the Corporation any of its resources not needed in its operations.

ARTICLE 13

MANAGEMENT

The Corporation shall have a Board of Governors, a Board of Directors and such staff as is necessary for the exercise of its functions.

ARTICLE 14

COMPOSITION OF BOARD OF GOVERNORS

1. The Board of Governors shall consist of the following persons—

- (a) a Minister of Government appointed as a Governor by each of the Member States;
- (b) four governors representing residents who are members of the Corporation and who shall be appointed by the Caribbean Association of Industry and Commerce provided that two of them shall be selected from the Less Developed Countries who are members of the Corporation.

2. Each governor shall have an alternate who shall be appointed in like manner as the governor.

3. Each governor and each alternate may be appointed for a period not exceeding three years but may be reappointed. Each governor and each alternate shall serve at the pleasure of the body appointing them. Each governor or his alternate shall have one vote at meetings of the Board of Governors.

4. The Chairman of the Board shall be elected from among the governors selected from the Less Developed Countries. He shall hold office for a term of one year and shall be eligible for re-election. The Chairman shall have both an original and a casting vote.

5. The Chairman shall preside at all meetings of the Board of Governors but in the event of his absence or his inability to preside, the governors present and constituting a quorum shall elect from among themselves a governor selected from the Less Developed Countries to preside at the Meeting.

6. Governors and alternates shall serve as such without remuneration from the Corporation, but the Corporation may pay them for reasonable expenses incurred in attending meetings.

ARTICLE 15

POWERS OF BOARD OF GOVERNORS

1. All the functions and powers of the Corporation, except the power to make equity investments, guarantee loans and advance money by way of loans and appoint staff of the Corporation, shall be vested in the Board of Governors.

2. The Board of Governors may delegate to the Board of Directors all or any of its powers, except the power to—

- (a) admit new members referred to in paragraph 1(b) of Article 2 of this Agreement and determine the terms and conditions of their admission;
- (b) increase the authorised capital stock of the Corporation;
- (c) suspend a member;

- (d) subject to paragraph 3 Article 6 of this Agreement, determine the period over which and the manner in which additional issues of the authorised capital shall be made;
- (e) take decisions for the amendment of this Agreement;
- (f) decide to terminate the operations of the Corporation and to determine its assets;
- (g) determine the remuneration of the directors and their alternates;
- (h) determine the reserves and the distribution of the net profits of the Corporation;
- (i) approve the statement of accounts of the Corporation after reviewing the report of the Board of Directors;
- (j) exercise any other powers that are expressly assigned to the Board of Governors in this Agreement.

3. The Board of Governors shall retain full power to exercise authority over any matter delegated to the Board of Directors under paragraph 2 and may give general policy directions in any matter within the competence of the Board of Directors.

ARTICLE 16

PROCEDURE OF BOARD OF GOVERNORS

1. The Board of Governors shall hold an annual meeting and such other meetings as may be called by the Chairman or by the Board of Directors. The Board of Directors shall call a meeting of the Board of Governors whenever requested by a majority of the members of the Corporation.

2. The quorum for any meeting of the Board of Governors shall not be less than ten governors of whom—

- (a) at least two of the governors are representatives of the More Developed Countries;
- (b) at least two of the governors are representatives of the members admitted to membership under paragraph 1(c) of Article 2 of this Agreement; and
- (c) at least four of the governors are representatives of the Less Developed Countries.

3. The Board of Governors may by regulation establish a procedure whereby the Board of Directors may, when the latter considers it advisable, obtain a vote of the governors on a specific question without calling a meeting of the Board of Governors.

4. The Board of Governors may—

- (a) establish such subsidiary bodies as it may consider necessary in the exercise of its powers under this Agreement;
- (b) regulate the procedure to be adopted in the conduct of its meetings;

- (c) make regulations for conducting the affairs of the Corporation.

ARTICLE 17

COMPOSITION OF BOARD OF DIRECTORS

1. The Board of Directors shall consist of the following persons—

- (a) a representative appointed by each of the governments of the More Developed Countries;
- (b) two representatives of the Less Developed Countries appointed by the governments thereof; and
- (c) four representatives who are residents admitted to membership under paragraph 1(c) of Article 2, of this Agreement appointed by the Caribbean Association of Industry and Commerce, provided that two of them shall be selected from the Less Developed Countries.

2. (a) Subject to sub-paragraph (b) and (c) of this paragraph a director shall hold office for a term of three years and shall be eligible for re-appointment; he shall continue in office until his successor has assumed office.
- (b) If the office of a director become vacant before the expiration of his term of office, a new director shall be appointed to fill the vacancy and shall hold office for the unexpired portion of the term of office of his predecessor.
- (c) The appointment of a director may at any time be revoked by the authority responsible for such appointment under paragraph 1 of this Article.

3. Each director shall have an alternate who shall, in the case of the director appointed under paragraph 1(a) or (b) of this Article be appointed in like manner as the director and, in the case of a director appointed under paragraph 1(c) of this Article be appointed by the director.

4. The alternate to a director selected from the LDCs under paragraph 1(c) hereof shall also be from the LDCs.

ARTICLE 18

DISQUALIFICATION OF DIRECTORS

1. No person shall be eligible to be a director who is—

- (a) a member of the Board of Governors; or
- (b) a member of the Legislature of any of the States which are members of the Corporation; or
- (c) an employee of the Corporation.

2. The office of a director appointed under paragraph 1(c) of Article 17 of this Agreement shall be deemed to be vacated if the director—

- (a) assumes any of the offices mentioned in paragraph 1 of this Article;
- (b) becomes bankrupt or makes any arrangement or composition with his creditors generally;
- (c) becomes of unsound mind;
- (d) resigns his office by notice in writing to the Corporation;
- (e) is no longer a member of the Corporation,

In any such case, the provisions of paragraph 2(b) of Article 17 shall apply.

ARTICLE 19

CHAIRMAN OF BOARD OF DIRECTORS

1. The Chairman of the Board of Directors shall be selected by the Board from among its members and shall be one of the directors appointed from the Less Developed Countries.

2. The Chairman shall preside at all meetings of the Board of Directors, but in the event of his absence or his inability to preside, the directors present and forming a quorum shall select from among themselves a director appointed from any of the Less Developed Countries to preside at that meeting.

ARTICLE 20

FUNCTIONS OF BOARD OF DIRECTORS

Subject to the general policy directions of the Board of Governors, the Board of Directors shall be responsible for the direction of the operations of the Corporation and for this purpose, shall, in addition to the powers expressly assigned to it in this Agreement and those powers delegated to it by the Board of Governors, have the final authority to—

- (a) prepare the work of the Board of Governors;
- (b) take decisions relating to investments in equity capital, borrowing by the Corporation, guarantees and technical assistance;
- (c) submit to the Board of Governors at each annual meeting the accounts for each financial year;
- (d) approve the budget of the Corporation;
- (e) advance money by way of loans; and
- (f) appoint such staff as may be necessary for the purposes of carrying out this Agreement.

ARTICLE 21

PROCEDURE OF BOARD OF DIRECTORS

1. The Board of Directors shall meet at least four times in each year and at such times and places as may be necessary for the efficient performance of its functions.

2. A special meeting may be called by the Board of Directors at any time at the written request of the majority of the total membership of the Board of Directors.

3. The Board may regulate the procedure to be adopted in the conduct of its meetings.

4. A Director or his alternate shall during deliberations on any matter in which he has a pecuniary interest either directly or indirectly declare such interest.

5. Six members of the Board of Directors shall constitute a quorum: Provided that three members of the quorum shall be respectively—

- (a) a representative of a More Developed Country;
- (b) a representative of a Less Developed Country; and
- (c) a representative of the members admitted to membership under paragraph 1(c) of Article 2 of this Agreement.

6. Each member of the Board of Directors shall have one vote. The Chairman shall have a casting vote.

7. All acts done by any meeting of the directors or of a committee of directors or by any person acting as a director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a director.

CHAPTER V

OFFICE AND REPORTS

ARTICLE 22

OFFICE

1. The principal office of the Corporation shall be located in the territory of such Less Developed Country as the Board of Governors may determine. The Corporation may, however, establish branch offices in any other part of the region.

2. The Corporation shall keep at its principal office such registers as are required by the laws of the State in which it is located.

ARTICLE 23

SEAL

1. The Corporation shall have an official seal.

2. The directors shall provide for the safe custody of the seal which shall only be used by the authority of the directors and any instrument to which the seal is affixed shall be signed by a director and counter-signed by the Secretary of the Corporation or by some other duly authorised person.

ARTICLE 24

REPORTS

1. The Board of Directors shall transmit to the Board of Governors an annual report of its operations together with an audited statement of its accounts.

2. The accounts of the Corporation shall be audited by independent auditors to be selected by the Board of Governors.

CHAPTER VI

ALLOCATION OF NET INCOME

ARTICLE 25

ALLOCATION OF NET INCOME

1. The Board of Governors shall, on the recommendation of the Board of Directors, determine at least annually the disposition of the net income of the Corporation resulting from its operations and what portion thereof, if any, shall be allocated after making provision for reserves or other purposes, to surplus, and what portion, if any, shall be reinvested or distributed among members of the Corporation.

2. Any distribution of net income under paragraph 1 shall be made to each member in such manner and currency as the Board of Governors may determine.

CHAPTER VII

SUSPENSION AND WITHDRAWAL OF MEMBERSHIP

ARTICLE 26

SUSPENSION OF MEMBERSHIP

1. The Board of Governors may by a vote of not less than fourteen governors suspend from membership for a period not exceeding one year, any member who fails or refuses to fulfil any of its obligations or discharge any of its liabilities under this Agreement. The member concerned shall not be entitled to exercise a vote in this connection.

2. A suspended member shall not be entitled to exercise any rights under this Agreement, except the right to withdraw its membership, but shall be subject to all its obligations and liabilities.

3. A suspended member shall automatically cease to be a member of the Corporation if, at the expiration of the period of suspension, the member has failed or

refused to fulfil any obligation or discharge any liability in respect of which the member was suspended.

4. Notwithstanding the foregoing paragraphs of this Article a suspended member may before the expiration of the period of suspension be allowed to exercise any rights under this Agreement if the Board of Governors so decides.

5. The Board of Governors shall determine the disposition of the shares of any member who ceases to be a member of the Corporation by the operation of paragraph 3 of this Article.

6. The provisions of this Article shall not apply to members mentioned in paragraph 1(c) of Article 2 of this Agreement.

CHAPTER VIII

TERMINATION OF OPERATIONS, LIABILITY OF MEMBERS, DISTRIBUTION OF ASSETS

ARTICLE 27

SUSPENSION AND TERMINATION OF OPERATIONS

1. In an emergency, the Board of Directors may temporarily suspend operations in respect of new loans and guarantees, pending an opportunity for further consideration and action by the Board of Governors.

2. The Corporation may terminate its operations by a resolution of the Board of Governors approved by a vote of not less than fourteen governors and after such termination the Corporation shall cease to exercise all functions and powers except those that are necessary or incidental to the realisation and preservation of its assets and the fulfilment of its outstanding obligations.

ARTICLE 28

LIABILITY OF MEMBERS ON TERMINATION

1. In the event that the Corporation terminates its operations, the liability of all members for uncalled subscriptions to the authorised capital stock of the Corporation shall continue until all claims of creditors have been discharged.

ARTICLE 29

DISTRIBUTION OF ASSETS ON TERMINATION

1. In the event that the Corporation terminates its operations, there shall be no distribution of assets among members until—

- (a) all claims of creditors have been discharged, and if necessary on a pro rata distribution among them;
- (b) members have fulfilled all their obligations to the Corporation; and

- (c) the Board of Governors has made an evaluation of the assets to be distributed among members.
- 2. Any distribution of the assets of the Corporation to the members shall be in proportion to the contribution of the member to the issue of the authorised capital stock of the Corporation and shall be effected at such times and under such conditions as the Board of Governors deems fair and equitable.

CHAPTER IX

STATUS, IMMUNITIES, EXEMPTION AND PRIVILEGES

ARTICLE 30

LEGAL STATUS

1. The Corporation shall possess full juridical personality and, in particular, full capacity to—
 - (a) enter into agreement;
 - (b) acquire and dispose of property, whether movable or immovable; and
 - (c) institute legal proceedings.

ARTICLE 31

LEGAL PROCEEDINGS

1. Legal proceedings may be instituted against the Corporation in any court of competent jurisdiction in the Territory of a State which is a member of the Corporation where:
 - (a) the cause of action arose; or
 - (b) the Corporation has its principal office or a branch office.

In any other case such proceedings may be instituted against the Corporation in any such court in the country where it has appointed an agent for the purpose of accepting service or notice of process.

2. Service upon the Corporation of any document shall be effected by delivering or sending it by registered post to its principal office or any branch office.

ARTICLE 32

FREEDOM OF ASSETS FROM RESTRICTIONS

To the extent necessary to carry out its purpose and functions effectively and subject to the provisions of this Agreement, the Corporation—

- (a) may hold assets of any kind and operate accounts in any currency; and
- (b) shall be free to transfer its assets from one country to another or within any country and to convert any currency held by it into any

other currency, without being restricted by financial controls, regulations or moratoria of any kind.

ARTICLE 33

IMMUNITIES AND PRIVILEGES OF PERSONNEL

1. The Governors, Directors, alternates, officials and staff of, and experts performing missions for, the Corporation shall be immune from legal process with respect to acts done by them in their official capacity.

2. Persons referred to in paragraph 1 of this Article who are not nationals shall—

- (a) enjoy immunity from national service obligations;
- (b) have the right to repatriate funds derived from income earned in the service of the Corporation;
- (c) be immune, together with their families forming part of their household, from immigration restrictions, and alien registration;
- (d) be given, together with their families forming part of their household, the same repatriation facilities and right to protection as are accorded to members of diplomatic missions in time of international crisis.

ARTICLE 34

EXEMPTIONS

1. The Corporation, its assets and operations and transactions, shall be exempt from all direct taxation and no customs duties nor charge of equivalent effect shall be paid on articles imported for its official use.

2. Notwithstanding the provisions of paragraph 1 of this Article, the Corporation shall not be entitled to exemption from taxes which are no more than charges for public utility services.

3. Subject to paragraph 4 hereof, dividends and other distributions made by the Corporation or a distribution of such dividends or distributions made by a recipient thereof shall be exempt from income tax in the hands of a recipient.

4. Where the recipient is not resident in any Member State the exemption in paragraph 3 shall apply to so much only of the tax as exceeds his tax liability on such dividends or other distributions in his country of residence.

ARTICLE 35

IMPLEMENTATION

Each member, referred to in paragraph 1(a) and 1(b) of Article 2 of this Agreement shall inform the Corporation of the action taken to implement the provisions of this Chapter in its territory.

ARTICLE 36

WAIVER OF IMMUNITIES, EXEMPTIONS AND PRIVILEGES

Except as provided for in paragraph 2 of Article 34 of this Agreement, the chief executive officer of the Corporation (by whatever name called) shall have the right and the duty to waive any immunity, exemption or privileges in respect of any other member of the staff of the Corporation, or any expert performing a mission for the Corporation where, in his opinion, the immunity, exemption or privilege would impede the course of justice and can be waived without prejudice to the interests of the Corporation. In similar circumstances and under the same conditions, the Board of Directors shall have the right and duty to waive any immunity, exemption or privileges respecting the chief executive officer.

CHAPTER X

AMENDMENT AND ARBITRATION

ARTICLE 37

AMENDMENTS

1. This Agreement may be amended by the Contracting Parties upon a decision for the purpose of the Board of Governors by a vote of not less than fourteen of the governors.

2. Any proposal to amend this Agreement shall be addressed to the Chairman of the Board of Governors who shall submit a copy of the proposed amendment to each member prior to its being submitted to the Board. If the amendment is adopted, the Corporation shall certify it in a formal communication addressed to each member.

3. The Contracting Parties shall notify the Secretary-General of the Commonwealth Caribbean Regional Secretariat (hereinafter referred to as the "Secretary-General") in writing of their acceptance of the amendment. The amendment shall become effective at the expiration of three (3) months after the date of a formal communication by the Secretary-General to all members of the Corporation notifying acceptance of the amendment by the Contracting Parties.

ARTICLE 38

ARBITRATION

1. If a dispute arises—

- (a) between the Corporation and a member who ceases to be a member;
- (b) between the Corporation and a member consequent upon the adoption of a resolution to terminate the operations of the Corporation,

such dispute shall, at the written request of either party, be submitted to arbitration by a tribunal consisting of three arbitrators.

2. Each party to the dispute shall appoint an arbitrator and the third, who shall be the president of the tribunal, shall be appointed by the two arbitrators previously appointed.

3. If within thirty days of the request for arbitration, either party fails to appoint an arbitrator, or, if within fifteen days of the appointment of the two arbitrator, the president has not been appointed, either party request the Secretary-General to appoint an arbitrator.

4. The arbitrator shall determine the procedure to be adopted in arbitration disputes; however, the president shall be empowered to settle all questions of procedure in any case of disagreement with respect thereto.

CHAPTER XI

SIGNATURE, DEPOSIT AND ENTRY INTO FORCE

ARTICLE 39

SIGNATURE AND DEPOSIT

1. This Agreement shall be deposited with the Secretary-General and shall remain open for signature by the States listed in Part A of the Annex.

ARTICLE 40

RESERVATIONS

Any State referred to in paragraph 1(a) or 1(b) of Article 2 of this Agreement may upon signature enter a reservation to paragraph 1 of Article 34 of this Agreement in relation to a civil action arising out of an accident caused by a motor vehicle used by any of the persons mentioned therein in the performance of any duties relating to the Corporation.

ARTICLE 41

ENTRY INTO FORCE

This Agreement shall enter into force upon the signature of any ten of the States listed in Part A of the Annex.

ARTICLE 42

ACCESSION

After the entry into force of this Agreement any other of the States listed in paragraph 1(a) or 1(b) of Article 2 of this Agreement may become Parties to this Agreement by notifying the Secretary-General in writing of their intention to be bound thereby. Such notification shall take effect from the date of its receipt by the Secretary-General.

ANNEX

PART A

STATES AND TERRITORIES AND OTHER MEMBERS OF THE CORPORATION	NUMBER OF SHARES	PROPORTIONS
Jamaica	33,750	.225
Trinidad and Tobago	33,750	.225
Guyana	6,750	.045
Barbados	6,750	.045
Antigua	9,000	.060
Belize		
Dominica		
Grenada		
Montserrat		
St. Kitts-Nevis-Anguilla		
St. Lucia		
St. Vincent		
Members admitted to membership under paragraph 1(c) of Article 2	60,000	.400
TOTAL	150,000	1.000

PART B

STATES AND TERRITORIES AND OTHER MEMBERS OF THE CORPORATION	NUMBERS OF SHARES
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Jamaica	11,250
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Trinidad and Tobago	11,250
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Guyana	2,250
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Barbados	2,250
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Antigua	
---------	--

Belize	
--------	--

Dominica	
----------	--

Grenada	
---------	--

Montserrat	3,000
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St. Kitts-Nevis-Anguilla	
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St. Lucia	
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St. Vincent	
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Members admitted to membership under paragraph 1(c) of Article 2	20,000
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TOTAL	50,000
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CHAPTER 13.07

CARIBBEAN METEOROLOGICAL ORGANISATION ACT

ARRANGEMENT OF SECTIONS

SECTION

1. Short title
2. Interpretation
3. Legal capacity
4. Financial provisions for giving effect to the Agreement
5. Article 33 to have force of law
6. Orders

SCHEDULE

CHAPTER 13.07

CARIBBEAN METEOROLOGICAL ORGANISATION ACT

(Act 17 of 1979)

AN ACT TO PROVIDE FOR THE IMPLEMENTATION IN MONTSERRAT OF AN AGREEMENT FOR THE ESTABLISHMENT OF THE CARIBBEAN METEOROLOGICAL ORGANISATION.

Commencement

[11 July 1979]

Short title

1. This Act may be cited as the Caribbean Meteorological Organisation Act.

Interpretation

2. In this Act—

“**Agreement**” means the Agreement for the establishment of the Caribbean Meteorological Organisation the text of which is set out in the Schedule hereto;

“**Organisation**” means the Caribbean Meteorological Organisation.

Legal capacity

3. Article 24 of the Agreement shall have the force of law in Montserrat. Without prejudice to the foregoing, the Organisation shall possess in Montserrat such legal status and legal capacity as may be necessary for the fulfilment of the objectives and the exercise of the functions of the Organisation, that is to say, the Organisation shall be a body corporate in Montserrat, with power to enter into agreements, to acquire and dispose of property, whether movable or immovable and to be a party to legal proceedings.

Financial provisions for giving effect to the Agreement

4. There shall be paid out of the Consolidated Fund of Montserrat all payments required to be made from time to time to the Organisation in respect of Montserrat under the provisions of the Agreement.

Article 33 to have force of law

5. Article 33 of the Agreement shall have the force of law in Montserrat.

Orders

6. The Governor may make any Orders which he considers necessary for giving effect to obligations in respect of Montserrat under the Agreement.

SCHEDULE**AN AGREEMENT FOR THE ESTABLISHMENT OF
THE CARIBBEAN METEOROLOGICAL ORGANISATION****ARTICLE I****ESTABLISHMENT OF THE CARIBBEAN METEOROLOGICAL ORGANISATION**

The Caribbean Meteorological Organisation (hereinafter referred to as “the Organisation”) is hereby established, with the membership, powers and functions hereinafter stipulated.

ARTICLE 2**MEMBERSHIP**

Membership of the Organisation shall be open to—

- (a) (i) Antigua
- (ii) Bahamas
- (iii) Barbados
- (iv) Belize

- (v) British Virgin Islands
 - (vi) Cayman Islands
 - (vii) Dominica
 - (viii) Grenada
 - (ix) Guyana
 - (x) Jamaica
 - (xi) Montserrat
 - (xii) St. Kitts-Nevis-Anguilla
 - (xiii) St. Lucia
 - (xiv) St. Vincent
 - (xv) Trinidad and Tobago
 - (xvi) Turks and Caicos Islands;
- (b) any other State of the Region able and willing to exercise the rights and assume the obligations of membership and which is admitted as a member in accordance with Article 29.

ARTICLE 3

OBJECTIVES

The Organisation shall have as its objectives the promotion and co-ordination of regional activities in the fields of meteorology and allied sciences.

ARTICLE 4

FUNCTIONS

For the purpose of attaining the objectives set out in Article 3 the functions of the Organisation shall include—

- (a) meteorological services to civil aviation;
- (b) cooperation with other services to provide an efficient hurricane warning system;
- (c) provision of meteorological information and advice to Member States;
- (d) collection and analysis of all relevant meteorological data available and publication of results;
- (e) cooperation with meteorological services;
- (f) participation in the work of the appropriate international organisations particularly the World Meteorological Organisation and the International Civil Aviation Organisation;

- (g) the execution of basic scientific observations in keeping with its objectives;
- (h) participation in work in applied meteorology, agricultural meteorology, hydrology and associated research of direct interest to the Region;
- (i) cooperation with all relevant scientific institutions.

ARTICLE 5

GENERAL UNDERTAKING AS TO IMPLEMENTATION

Member States shall take all appropriate measures to ensure the carrying out of obligations arising under this Agreement.

ARTICLE 6

THE ORGANS

The organs of the Organisation shall include—

- (a) the Caribbean Meteorological Council (hereinafter referred to as “the Council”);
- (b) the Caribbean Meteorological Institute (hereinafter referred to as “the Institute”);
- (c) the Caribbean Meteorological Foundation (hereinafter referred to as “the Foundation”);
- (d) the Headquarters Unit.

ARTICLE 7

ESTABLISHMENT AND MEMBERSHIP OF THE COUNCIL

- (1) The Council is hereby established as the supreme organ of the Organisation.
- (2) Each Member State shall be entitled to be represented on the Council by one person designated by such State.
- (3) Each Member State may, as appropriate, designate an alternate to represent the State at any meeting of the Council.

ARTICLE 8

PROCEDURE

- (1) The Council shall meet at least once in each calendar year and at such other times as it may consider necessary or on a request submitted to the Secretariat of the Organisation by not less than one-third of the Member States.

(2) The Chairman of the Council shall be elected by the Council at the beginning of each meeting from among the Council members.

(3) Where the representative of a Member State is elected Chairman, that Member State shall be entitled to appoint another representative in his place.

(4) The Chairman shall not have a vote, but where no representative has been appointed in accordance with paragraph (3) of this Article, the Chairman may in his capacity as a representative exercise his vote. If on any question to be decided by the Council the votes are equally divided, then the motion shall be considered to be lost.

(5) A quorum of the Council shall consist of not less than three-fifths of the members.

(6) Where at any meeting of the Council a difference of opinion exists on any matter arising for decision, the decision of the majority of the representatives present shall be the decision of the Council:

Provided that such a majority decision shall not commit any Member State to expenditure except with the agreement of such State:

Provided also that such a majority decision shall not preclude any number of Member States from agreeing to execute and thereupon executing any projects in meteorology and allied sciences:

Provided also that such a majority decision shall not be put into effect without approval of a majority of the representatives of all Member States.

(7) Subject to the foregoing provisions of this Agreement, the Council shall regulate its own procedure.

ARTICLE 9

FUNCTIONS AND POWERS

(1) The Council may issue directions of a general or special character as to the policy to be pursued by the Organisation and any organs, institutions or bodies of the Organisation, and effect shall be given to any such directions.

(2) The Council shall be the final authority for the conclusion of agreements on behalf of the Organisation and for entering into relationships between the Organisation and other Organisations and States. The Council may however delegate this authority in any particular case.

(3) Subject to the provision to Article 8(6) the Council shall take decisions for the purpose of maintaining the financial arrangements necessary for meeting the expenses of the Organisation and shall be the final authority on questions arising in relation to the financial affairs of the Organisation.

(4) The Council may determine the operation of regional programmes in meteorology and allied sciences to achieve the objectives of the Organisation.

(5) The Council may at the request of any Member State make provision for the representation of that State by the Organisation on any constituent body of the World Meteorological Organisation.

(6) The Council may generally do all such acts and things as may be requisite in order to fulfil the objectives of the Organisation, and may in particular—

- (a) appoint officers and staff to the Organisation upon such terms and conditions as the Council may decide;
- (b) establish and designate such institutions, bodies and committees as it sees fit for achieving the purposes of carrying out the objectives of the Organisation.

(7) The Council may delegate to any of its representatives or to any organ of the Organisation or to any officer or member of staff of the Organisation, or to any other person or body, such of its powers and functions as it may decide from time to time, under the terms and within the limits laid down by the Council.

ARTICLE 10

THE HEADQUARTERS UNIT

(1) The Commonwealth Caribbean Regional Secretariat shall be recognised as the Secretariat of the Organisation. The principal office of the Secretariat in relation to this Agreement shall be the Headquarters Unit which shall be situated in Trinidad and Tobago unless the Council otherwise determines.

(2) The Headquarters Unit shall enjoy functional autonomy and shall comprise a Co-ordinating Director and such other staff as may be determined by the Council.

(3) The Co-ordinating Director shall be the principal administrative and technical officer of the Headquarters Unit.

ARTICLE 11

FUNCTIONS

The functions of the Headquarters Unit shall include—

- (a) undertaking and carrying out of the decisions of the Council;
- (b) advising and assisting Member States, in particular, those States without national meteorological services;
- (c) formulating and co-ordinating applications and requests for technical assistance from non-Member States and international agencies for regional projects;
- (d) representing those Member States which so desire at sessions of the Congress of the World Meteorological Organisation as determined by Council;
- (e) attending meetings if appropriate, of the International Civil Aviation Organisation (ICAO), especially the Regional Air Navigation Meetings;
- (f) collecting and disbursing funds for the operation of regional programmes in meteorology and allied sciences as determined by the Council;

- (g) initiating projects, studies and other programmes of a regional nature in the field of meteorology and allied sciences;
- (h) attending to such other matters relating to the fields of meteorology and allied sciences as may be referred to it by the Council.

ARTICLE 12

THE INSTITUTE

The Institute established in Barbados as part of a project in co-operation with the United Nations Development Programme in the Plan of Operation entitled Improvement of the Caribbean Meteorological Services is hereby continued as if established under this Agreement and shall be maintained and controlled by the Organisation and shall be subject to any policy directions of a general or special character which may be issued by the Council.

ARTICLE 13

FUNCTIONS

- (1) The Institute shall provide training and conduct research in meteorology and allied sciences.
- (2) The Institute shall provide facilities to Member States for the repair and maintenance of meteorological equipment. It shall undertake the processing and dissemination of climatological data and shall provide advice to Member States on request.
- (3) The Institute shall, when appropriate, co-operate with national, regional or international organisations or other bodies concerned with the development of meteorology and allied sciences.
- (4) The Institute shall also deal with such other matters relating to meteorology and allied sciences as may be referred to it by the Council.

ARTICLE 14

BOARD OF GOVERNORS

- (1) There shall be in relation to the Institute a Board of Governors (hereinafter referred to as “the Board”) which, subject to the provisions of this Agreement, shall be responsible for the general policy and conduct of the affairs of the Institute.
- (2) The Board shall comprise—
 - (a) not less than seven members who shall be appointed by the Council;
 - (b) the Co-ordinating Director and the Principal of the Institute as *ex officio* members.

(3) In appointing members of the Board the Council shall have due regard to the principle of equitable geographical distribution and the necessity of having a quorum of members available at short notice.

(4) The Council shall appoint an alternate with full power to act for a member when he is not present. Such alternate shall, where appropriate, be appointed from the same State or group of States as that of which the member is a representative.

(5) Members shall be appointed for a term of three years unless sooner removed from office by the Council and shall be eligible for re-appointment.

(6) No personal liability shall attach to any member of the Board in respect of anything done or suffered in good faith in the course of his duties and any sums of money, damage or costs which may be recovered against or be payable by such member in respect of any act or thing done in good faith for the purpose of performing his functions under this Agreement shall be paid out of the funds of the Organisation.

(7) The Council shall pay to each member of the Board such remuneration, if any, as may be determined by the Council.

(8) A member of the Board who is in any way, whether directly or indirectly, interested in a contract made or proposed to be made by the Institute shall immediately disclose his interest to the Board and shall not take part in any deliberations or decision of the Board with respect to that contract.

ARTICLE 15

PROCEDURE

(1) Four Members (not including *ex officio* members) shall constitute a quorum for any meeting of the Board.

(2) The *ex officio* members of the Board shall have no right to vote.

(3) Subject to the foregoing provisions the Board shall regulate its own procedure.

ARTICLE 16

POWERS

The powers of the Board shall include—

- (a) appointing such staff (other than the Principal of the Institute) and other persons as may be necessary for the adequate performance of the functions of the Institute;
- (b) delegating to the Principal of the Institute any of their powers specified in this Article in relation to the Institute;
- (c) co-opting any person to assist in the work of the Board so, however that no such person shall be, or be deemed to be, a member of the Board;
- (d) operating bank accounts.

ARTICLE 17

THE PRINCIPAL

- (1) The Principal of the Institute (hereinafter referred to as “the Principal”) shall be appointed by the Council upon such terms and conditions as the Council sees fit.
- (2) The Principal shall be responsible for carrying out the functions of the Institute and shall do so in accordance with directions of the Board.

ARTICLE 18

ADVISERS

- (1) The Board may invite such persons as it considers fit to constitute a panel of advisers to the Institute.
- (2) The composition of the panel may be varied by the Board from time to time.

ARTICLE 19

THE FOUNDATION

The Foundation shall be established with the membership, powers and functions hereinafter set out.

ARTICLE 20

MEMBERSHIP AND MANAGEMENT

- (1) Membership of the Foundation shall be limited to persons nominated by the Council.
- (2) The Management of the Foundation shall be vested in a Board of Management which shall consist of persons appointed by the Council due regard being had to the principle of equitable geographical distribution.

ARTICLE 21

PURPOSE AND FUNCTIONS

- (1) The purpose of the Foundation is to raise funds for the promotion through the Institute of the study and research of meteorology and allied sciences.
- (2) The Foundation shall perform such other functions and have such powers as the Council may entrust to it.

ARTICLE 22

THE FINANCIAL ARRANGEMENTS OF THE ORGANISATION

(1) The Council shall consider and approve budgets of the Organisation (including budgets for the Institute, the Foundation and the Headquarters Unit) and shall determine the procedure for establishing annual budgets.

(2) The expenses of the Organisation shall be borne by Member States as apportioned by the Council.

ARTICLE 23

SETTLEMENT OF DISPUTES

(1) If any dispute shall arise between the Organisation and any Member State or between one such Member State and another touching or concerning any Article, matter or thing whatsoever herein contained, or the operation or construction thereof, or any matter or thing in any way connected with this Agreement or the rights, duties, obligations or liabilities of either party under or in connection with this Agreement, the same may be reported to the Secretary-General by any of the parties thereto and the Secretary-General shall promptly notify the other party of the receipt of the report and shall copy such notification to the party making the report.

(2) The parties may refer the dispute within forty five days from the date of such notification to an Arbitrator appointed by them from the list of Arbitrators drawn up and maintained by the Secretary-General. Where the parties to the dispute fail to appoint such an Arbitrator within the prescribed period the Secretary-General shall notify the parties of the expiration of the prescribed period and within thirty days following the expiration of that period appoint an Arbitrator from the same list.

(3) The Secretary-General shall provide the Arbitrator with such assistance and facilities as he may require.

ARTICLE 24

LEGAL CAPACITY

(1) The Organisation shall possess full juridical personality.

(2) The Organisation shall enjoy in each Member State such legal status and legal capacity as may be necessary for the fulfilment of the objectives and the exercise of the functions of the Organisation.

(3) The Organisation shall enjoy in each Member State, such privileges and immunities as may be necessary for the fulfilment of the objectives and the exercise of the functions of the Organisation.

ARTICLE 25

SIGNATURE

This Agreement shall be open for signature by any of the States listed in Article 2(a) of this Agreement.

ARTICLE 26

RATIFICATION

This Agreement and any amendment thereto shall be subject to ratification by the signatory States in accordance with their respective constitutional procedures. Instruments of ratification shall be deposited with the Secretariat which shall transmit certified copies to each Member State.

ARTICLE 27

ENTRY INTO FORCE

This Agreement shall enter into force on the 31st day of December, 1973 if instruments of ratification of eight States including Barbados, Guyana, Jamaica and Trinidad and Tobago have been deposited in accordance with Article 26 and if not, on such later date as the eighth instrument of ratification including those of Barbados, Guyana, Jamaica and Trinidad and Tobago, has been deposited. The Secretary-General shall notify Member States of the entry into force of this Agreement.

ARTICLE 28

REGISTRATION

This Agreement and any amendment thereto shall be registered with the Secretariat of the United Nations.

ARTICLE 29

ACCESSION

(1) Any State of the Region may apply to the council to become a member of the Organisation and may if the Council so decides be admitted to membership in accordance with Article 2(b).

(2) Admission to membership shall be upon such terms and conditions as the Council may decide and shall take effect from the date on which an appropriate Instrument of Accession is deposited with the Secretariat.

ARTICLE 30

AMENDMENT

An amendment to the provision of this Agreement shall be submitted to Member States for ratification if it is approved by a decision of the Council and it shall have effect provided it is ratified by all Member States. Instruments of ratification shall be deposited with the Secretariat which shall notify all Member States.

ARTICLE 31

WITHDRAWAL

(1) Any Member State may withdraw from this Agreement by giving twelve months notice in writing to the Secretariat which shall forthwith notify other Member States.

(2) A Member State so withdrawing undertakes to honour any financial obligations duly assumed during its membership of the Organisation.

ARTICLE 32

SAVING

Nothing contained in this Agreement shall preclude any Member State from deciding on the facilities in meteorology and allied sciences which it requires from time to time in its territory but any such State shall meet or make its own provisions for meeting all costs and expenses whatsoever incurred thereby.

ARTICLE 33

TRANSITIONAL PROVISIONS

(1) This Agreement shall take the place of the formal Agreement now in force and referred to in the Preamble to this Agreement.

(2) Upon the coming into force of this Agreement, the Organisation shall assume the obligations of, and accept all the assets vested in the Caribbean Meteorological Council established under the formal Agreement.

CHAPTER 13.07

CARIBBEAN REGIONAL DRUG TESTING LABORATORY ACT

ARRANGEMENT OF SECTIONS

SECTION

1. Short title
2. Interpretation
3. Acceptance of the Agreement
4. Financial provisions
5. Legal status and capacity of the Laboratory
6. Orders to implement Agreement

SCHEDULE

CHAPTER 13.07

CARIBBEAN REGIONAL DRUG TESTING LABORATORY ACT

(Acts 6 of 1981 and 9 of 2011)

AN ACT TO PROVIDE FOR THE IMPLEMENTATION IN MONTSERRAT OF THE AGREEMENT ESTABLISHING THE CARIBBEAN REGIONAL DRUG TESTING LABORATORY AND FOR PURPOSES CONNECTED THEREWITH.

Commencement

[25 August 1981]

Short title

1. This Act may be cited as the Caribbean Regional Drug Testing Laboratory Act.

Interpretation

2. In this Act—

“**Agreement**” means the Agreement establishing the Laboratory signed at Kingston, Jamaica on June 16, 1975, the text of which is set out in the Schedule hereto;

“Laboratory” means the Caribbean Regional Drug Testing Laboratory established by the Agreement.

Acceptance of the Agreement

3. Acceptance of the Agreement by the Government of Montserrat is hereby approved.

Financial provisions

4. All sums required to be paid by the Government of Montserrat to the Laboratory in respect of the obligations of Montserrat under the Agreement shall be paid out of the monies appropriated for the purpose by the Legislative Assembly. *(Amended by Act 9 of 2011)*

Legal status and capacity of the Laboratory

5. The Laboratory shall possess in Montserrat such legal status and capacity as may be necessary for the fulfilment of its objectives and the exercise of its functions, that is to say, the Laboratory shall be a body corporate in Montserrat, with power to enter into agreements, to acquire and dispose of land and other property, and to be a party to legal proceedings.

Orders to implement Agreement

6. The Governor acting on the advice of Cabinet may make such orders as he considers necessary for giving effect in Montserrat to any of the provisions of the Agreement. *(Amended by Act 9 of 2011)*

SCHEDULE

(Section 2)

AGREEMENT ESTABLISHING THE CARIBBEAN REGIONAL DRUG TESTING LABORATORY

ARTICLE 1

ESTABLISHMENT OF CARIBBEAN REGIONAL DRUG TESTING LABORATORY

By this Agreement the participating Governments establish the Caribbean Regional Drug Testing Laboratory (hereinafter referred to as “the laboratory”) having the functions and duties hereinafter specified.

ARTICLE 2

FUNCTIONS OF THE LABORATORY

The laboratory shall—

- (a) perform microbiological and pharmacological tests on samples of drugs submitted by any participating Government and report the results thereof to that Government;
- (b) perform biological availability tests on selected types of drugs;
- (c) investigate the stability of drugs under the conditions of storage prevailing in the Region;
- (d) establish liaison with all appropriate agencies interested in drug testing and provide information and advisory services to support the activities of the drug control officials in the Region.

ARTICLE 3

THE TECHNICAL ADVISORY COMMITTEE

1. There shall be a Technical Advisory Committee (hereinafter referred to as “the Committee”).
2. The Committee shall consist of one representative each from Barbados, Guyana, Jamaica and Trinidad and Tobago, two representatives from the other participating Governments and the Secretary-General of the Caribbean Community.
3. The representatives of Barbados, Guyana, Jamaica and Trinidad and Tobago shall be designated by the respective Governments. The two representatives from the other participating Governments shall be designated by those Governments.
4. The Committee shall be responsible for advising the Director on all aspects of the operation of the laboratory.
5. The Committee shall meet at least once in each year.
6. The cost of attendance of each representative to the Meeting of the Committee shall be borne by the Government or Governments which he represents, and the Caribbean Community Secretariat shall meet the expenses of its representative.
7. The Committee shall regulate its own procedure.

ARTICLE 4

PERSONNEL OF THE LABORATORY

1. The personnel of the laboratory shall consist of a Director and such staff as may be required from time to time.
2. The Government Chemist of Jamaica shall serve *ex officio* as Director of the laboratory.
3. The Director, in consultation with the Committee, shall recommend for the approval of the Health Ministers Conference (hereinafter referred to as “the Conference”) the professional staff necessary from time to time.
4. The Conference shall approve the staff rules and regulations governing the operation of the laboratory.

ARTICLE 5

DUTIES OF THE DIRECTOR

1. The Director shall prepare an annual work plan of the laboratory at the beginning of each year. The work plan shall be submitted to the Committee for approval.
2. The Director shall oversee the work of the laboratory to ensure compliance with the approved work plan.
3. The Director shall prepare an annual report on the laboratory's work for the consideration of the Committee and the Conference.

ARTICLE 6

LOCATION

The laboratory shall be located in Jamaica.

ARTICLE 7

SPECIFICATION

The Government of Jamaica agrees to provide at its own expense suitable accommodation of at least 4,000 square feet of space for the laboratory.

ARTICLE 8

FINANCIAL ARRANGEMENTS

1. The cost of continuing services such as electricity, telephone and other utility services shall be the expense of the laboratory.
2. The participating Governments agree to meet all the expenses of the laboratory (such as are not covered by grants from external sources) as may be apportioned by the Conference from time to time.
3. The Director of the laboratory shall, in consultation with the Committee prepare an annual budget for the approval of the Conference.
4. The Director shall establish and maintain a proper accounting system in respect of all the funds of the laboratory.

ARTICLE 9

SUPPORTING ACTIONS

1. The participating Governments agree to take the necessary measures to ensure that the drug samples sent by them to the laboratory are handled and transported in such manner as to avoid injury to the samples.

2. The participating Governments undertake to ensure the acceptance of the analytical reports from the laboratory as admissible evidence in any court of law.
3. The Government of Jamaica undertakes to ensure the prompt customs clearance of the samples and other materials shipped to the laboratory.

ARTICLE 10

SUPPLEMENT OF DISPUTES

1. Either party to a dispute as to the interpretation or application of this agreement may refer the dispute within forty days from the date of notifying the Secretariat of the existence thereof for arbitration by an arbitrator appointed by the parties from the list of arbitrators drawn up and maintained by the Secretary-General of the Caribbean Community. Where the parties to the dispute fail to agree on the appointment of such an arbitrator within the prescribed period, the Secretary-General shall notify the parties of the expiration of the prescribed period and within thirty days following the expiration of that period appoint an arbitrator from the said list.
2. The Secretary-General shall provide the arbitrator with such assistance and facilities as he may require.

ARTICLE 11

LEGAL CAPACITY

The laboratory shall enjoy in the territory of each participating Government such legal status and legal capacity as may be necessary for the effective performance of its functions.

ARTICLE 12

IMMUNITIES AND PRIVILEGES

The laboratory shall enjoy in the territory of each participating Government such privileges and immunities as may be necessary for the effective performance of its functions. In particular property and assets of the laboratory wheresoever located and by whomsoever held, shall be immune from confiscation or expropriation.

ARTICLE 13

IMMUNITIES AND PRIVILEGES OF LABORATORY PERSONNEL

The Director, other officials and employees of, and experts performing missions for, the laboratory—

- (a) shall be immune from legal process with respect to acts performed by them in their official capacity;
- (b) except in the countries of which they are citizens or nationals, shall be accorded such immunities from immigration restrictions, alien

registration requirements and national service obligations, and such facilities as regards exchange control as are not less favourable than those accorded by the participating Governments concerned to the representatives, officials and employees of diplomatic missions of comparable rank.

ARTICLE 14

SIGNATURE

This agreement shall remain open for signature by the countries listed in the Annex until the entry into force of the agreement.

ARTICLE 15

RATIFICATION

This agreement and any amendment thereto shall be subject to ratification by the signatory Governments in accordance with their respective constitutional procedures. Instruments of ratification shall be deposited with the Caribbean Community Secretariat which shall transmit certified copies to each participating Government.

ARTICLE 16

ENTRY INTO FORCE

This agreement shall enter into force upon the ratification by six Governments listed in the Annex including the Governments of Barbados, Guyana, Jamaica and Trinidad and Tobago. The Secretary-General shall notify the participating Governments of the entry into force of this agreement.

ARTICLE 17

ACCESSION

1. The Government of any country listed in the Annex which upon the entry into force of this agreement has not signed this agreement in accordance with Article 14 and who wishes to become a party to this agreement after that date may accede thereto by the deposit of the appropriate instruments of accession with the Caribbean Community Secretariat.

2. Any country of the Region, may after the entry into force of this agreement and being a member of the Caribbean Community, other than those States listed in the Annex, apply to the Conference to become a party to this agreement.

3. The Conference may admit such a country as is referred to in paragraph 2 of this Article on such terms and conditions as it deems fit and such admission shall take effect from the date on which an appropriate instrument of accession is deposited with the Secretary-General.

ARTICLE 18

AMENDMENT

1. This agreement may be amended by all the participating Governments.
2. An amendment of this agreement shall enter into force after being ratified by all participating Governments.
3. Instruments of ratification shall be deposited with the Caribbean Community Secretariat which shall notify all participating Governments.

ARTICLE 19

WITHDRAWAL

1. Any participating Government may withdraw from this agreement by giving not less than twelve months' notice in writing to the Caribbean Community Secretariat which shall forthwith notify other participating Governments.
2. A participating Government withdrawing undertakes to honour any financial obligations duly assumed during its participation in the agreement.

ANNEX

The Government of ANTIGUA
The Government of THE BAHAMAS
The Government of BARBADOS
The Government of BELIZE
The Government of BRITISH VIRGIN ISLANDS
The Government of DOMINICA
The Government of GRENADA
The Government of GUYANA
The Government of JAMAICA
The Government of MONTSERRAT
The Government of ST. CHRISTOPHER-NEVIS-ANGUILLA
The Government of ST. LUCIA
The Government of ST. VINCENT
The Government of TRINIDAD AND TOBAGO.

CHAPTER 13.07

CARICOM SOCIAL SECURITY AGREEMENT ACT

ARRANGEMENT OF SECTIONS

SECTION

1. Short title
2. Interpretation
3. Agreement to have force of law
4. Implementation of amendments to the Agreement
5. Functions
6. Competent Institutions

SCHEDULE

CHAPTER 13.07

CARICOM SOCIAL SECURITY AGREEMENT ACT

(Acts 11 of 1998 and 9 of 2011)

AN ACT TO PROVIDE FOR THE IMPLEMENTATION IN MONTSERRAT OF THE CARICOM AGREEMENT ON SOCIAL SECURITY.

Commencement

[1 January 1999]

Short title

1. This Act may be cited as the Caricom Social Security Agreement Act.

Interpretation

2. In this Act, “**Minister**” means the Minister charged with responsibility for Social Security matters in Montserrat.

Agreement to have force of law

3. The Caribbean Community Agreement on Social Security, text of which is set out in the Schedule, shall have the force of law in Montserrat.

Implementation of amendments to the Agreement

4. (1) Where an amendment of the Agreement is accepted by the Governments, the Governor acting on the advice of Cabinet may by Order

amend the Schedule for the purpose of including the amendments. (*Amended by Act 9 of 2011*)

(2) Where the Schedule is amended in accordance with this section, any reference in this Act or in any other enactment or in any instrument having effect under any such enactment shall, unless the context otherwise requires, be construed as a reference to the Agreement as so amended.

Functions

5. (1) Any function required by the Agreement to be performed by the competent institution shall be performed by the Director of the Social Security Fund.

(2) Any application to the competent Institution under the Agreement shall be addressed to the Director of the Social Security Fund.

Competent Institutions

6. For the purposes of the Agreement competent institution is the Social Security Fund established under the Social Security Act.

SCHEDULE

PART I

DEFINITIONS, SCOPE AND GENERAL PROVISIONS

ARTICLE 1

DEFINITIONS

1. In this Agreement, unless the context otherwise requires—

- (a) “**benefit**” means a periodical payment in cash in respect of the benefits specified in Article 2, including any components thereof and such increases, supplements or allowances as may be specified in the applicable legislation, and payable for a period exceeding 52 weeks;
- (b) “**competent authority**” means the Minister or other authority of a Contracting Party charged with responsibility for social security;
- (c) “**competent institution**” means—
 - (i) the institution with which the person concerned is insured when claiming a benefit; or
 - (ii) the institution from which a claimant is entitled to receive, or would be entitled to receive, a benefit if such a claimant were resident in the territory of the Contracting Party where that institution is situated; or
 - (iii) the institution designated by the competent authority of the Contracting Party concerned;

- (d) **“competent jurisdiction”** means the territory of the Contracting Party where the competent institution is situated;
- (e) **“Contracting Party”** means any country which has signed and ratified this Agreement in accordance with paragraphs 1, 2 and 3 of Article 59 or has acceded thereto in accordance with paragraph 4 of Article 59 or in accordance with Article 60 and for which the Agreement is in force;
- (f) **“dependant”** means—
 - (i) a member of the family of an insured person and who is dependent on that person; or
 - (ii) some person who, though not being such a family member, is recognised as such by the applicable legislation;
 - (iii) a surviving spouse of an insured person whether or not dependent on that person;
- (g) **“institution”** means the body responsible for administering the applicable legislation;
- (h) **“insurance period”** means the contribution period defined or recognised as such by or under the applicable legislation;
- (i) **“insured person”** means an employed person or a self-employed person, or any other person recognised as such by or under the applicable legislation;
- (j) **“applicable legislation”** means the relevant laws governing social security for the time being in force in the territory of a Contracting Party;
- (k) **“place of residence”** means ordinary place of residence;
- (l) **“stay”** means temporary residence;
- (m) **“survivor”** means a person—
 - (i) defined or recognised as such by the applicable legislation; and
 - (ii) who is entitled to claim through an insured person dying in consequence of an employment injury or otherwise, and **“survivors’ benefit”** shall be construed accordingly.

2. Other words and expressions used in this Agreement have the meanings respectively assigned to them by the applicable legislation.

ARTICLE 2

SCOPE OF AGREEMENT

The provisions of this Agreement shall apply to the following payments of social security:

- (a) invalidity pensions;

- (b) disablement pensions;
- (c) old age or retirement pensions;
- (d) survivors' pensions; and
- (e) death benefits in the form of pensions.

ARTICLE 3

APPLICATION OF THE AGREEMENT

1. The provisions of this Agreement shall be applied to insured persons who are or have been subject to the applicable legislation of one or more Contracting Parties as well as to their dependants or survivors, as the case may be.

2. The provisions of this Agreement shall not be applied to diplomatic agents within the meaning of the Vienna Convention on Diplomatic Relations (1961), Consular Officers within the meaning of the Vienna Convention on Consular Relations (1963), or to persons of equivalent rank in international organisations of which a Contracting Party is a member.

ARTICLE 4

DETERMINATION OF CONTRIBUTION PERIODS FOR VOLUNTARY INSURANCE

Where the applicable legislation of a Contracting Party makes entitlement to voluntary insurance conditional upon the completion of a specified number of insurance periods, the competent institution shall take into account all insurance periods completed under the applicable legislation of other Contracting Parties as if they were insurance periods completed under its applicable legislation.

ARTICLE 5

REDUCTION, MODIFICATION, SUSPENSION AND FORFEITURE OF BENEFITS

Unless otherwise specified in this Agreement, the benefits specified in Article 2 and provided for in the applicable legislation of Contracting Parties shall not be reduced, modified, suspended or forfeited by reason only of the fact that the claimant is resident in the territory of a Contracting Party other than that of the Contracting Party where the competent institution liable to pay such benefits is situated.

PART II

**PROVISIONS DETERMINING THE LAW
TO BE APPLIED TO CERTAIN INSURED PERSONS**

ARTICLE 6

EXCLUSIVITY OF APPLICABLE LAW

An insured person shall, at the material time, be subject in relation to that person's employment to the applicable legislation of only one Contracting Party.

ARTICLE 7

PERSONS EMPLOYED IN TRANSNATIONAL ENTERPRISES

Subject to the qualifications specified hereunder, an insured person who is employed in the territory of a Contracting Party shall be subject to the applicable legislation of that Contracting Party even if that person resides in the territory of another Contracting Party or even if the undertaking which employs that person has its principal place of business, or the residence of that person's employer is situated, in the territory of another Contracting Party:

- (i) an employed person who is employed in the territory of a Contracting Party by an undertaking which is that person's regular employer and who is assigned by that undertaking to work for it in the territory of another Contracting Party, shall remain subject to the applicable legislation of the first Contracting Party, provided that the estimated duration of the employment does not exceed 24 months;
- (ii) where, due to unforeseen circumstances, the work to be performed exceeds the estimated period of 24 months, the applicable legislation of the Contracting Party in the territory of which the undertaking is located shall remain applicable until the work is completed, subject to agreement to this effect by the competent authorities of the two Contracting Parties concerned.

ARTICLE 8

ITINERANT EMPLOYED PERSONS

Subject to the qualifications specified hereunder, an employed person who is employed in the territory of a Contracting Party shall be subject to the applicable legislation of that Contracting Party even if that person resides in the territory of another Contracting Party or even if the undertaking which employs that person has its principal place of business, or the place of residence of that person's employer is in the territory of another Contracting Party—

- (a) an employed person other than one engaged in international transport, who normally works in the territories of two or more Contracting

Parties, shall be subject to the applicable legislation of the Contracting Party where that person's place of residence is situated if—

- (i) part of that person's occupation is carried on in the territory of that person's place of residence; or
 - (ii) that person is employed by two or more undertakings or employers having their principal places of business or residences, as the case may be, in the territories of different Contracting Parties;
- (b) except as provided in sub-paragraph (a), an employed person within the meaning of that sub-paragraph shall be subject to the applicable legislation of the Contracting Party in the territory of which the undertaking employing that person has its principal place of business or the place of residence of that person's employer.

ARTICLE 9

PERSONS EMPLOYED IN INTERNATIONAL TRANSPORT

Subject to the qualifications specified hereunder, an employed person who is employed in the territory of a Contracting Party shall be subject to the applicable legislation of that Contracting Party even if that person resides in the territory of another Contracting Party or even if the undertaking which employs that person has its principal place of business, or the place of residence of that person's employer is in the territory of another Contracting Party—

an employed person who is employed in international transport in the territories of two or more Contracting Parties as travelling personnel employed in the service of an undertaking which, on behalf of others or on its own behalf, is engaged in the transport of passengers or goods by road, inland waterway or air shall be subject to—

- (a) the applicable legislation of the territory where the principal place of business is located if the principal place of business of the undertaking is in the territory of a Contracting Party;
- (b) the applicable legislation of the territory where a subsidiary, branch or agency of an undertaking is located if that person is employed by any of the same and the location is different from the territory in which the principal place of business of that undertaking is situated;
- (c) the applicable legislation of the place of residence, if that person is mainly employed in the territory of a Contracting Party in which that person is ordinarily resident even if the undertaking employing that person has neither its principal place of business, nor a branch, subsidiary or agency in that territory.

ARTICLE 10

PERSONS EMPLOYED ON SHIPS

Subject to the exceptions set out hereunder, persons employed on board ships flying the flag of a Contracting Party shall be subject to the applicable legislation of that Contracting Party:

- (i) employed persons who are employed by an undertaking which is their regular employer, either in the territory of a Contracting Party or on board a ship flying the flag of a Contracting Party, and who are assigned by that undertaking to work for it on board a ship flying the flag of another Contracting Party, shall remain subject to the applicable legislation of the first Contracting Party, subject to the conditions set out in (i) and (ii) of Article 7;
- (ii) employed persons normally engaged in their occupations in the territorial waters or in a port of a Contracting Party or on board a ship flying the flag of another Contracting Party but who are not members of the ship's crew shall be subject to the applicable legislation of the first Contracting Party;
- (iii) employed persons who are employed on board a ship flying the flag of a Contracting party and who are paid in respect of their occupation by an undertaking having its principal place of business, or by a person residing in the territory of another Contracting Party, shall be subject to the applicable legislation of the second Contracting Party if they reside in its territory and the undertaking or person paying the remuneration shall be regarded as the employer for the purpose of the application of the said legislation.

ARTICLE 11

**PERSONS EMPLOYED IN DIPLOMATIC MISSIONS,
CONSULATES AND INTERNATIONAL ORGANISATIONS**

The Provisions of Articles 8, 9, and 10 shall also be applicable *mutatis mutandis* to members of the service staff of diplomatic missions, consulates or international organisations and persons employed in the private service of officials of such organisations but such persons who are nationals of a Contracting Party which is a sending State may opt for the application to them of the relevant legislation of that Contracting Party.

ARTICLE 12

SELF-EMPLOYED PERSONS

Subject to the qualifications specified hereunder a self-employed person who follows that person's occupation in the territory of a Contracting Party shall be subject to the applicable legislation of that Contracting Party even if that person resides in the territory of another Contracting Party:

- (a) a self-employed person who resides in the territory of one Contracting Party and follows that person's occupation in the territory of another Contracting Party shall be subject to the applicable legislation of the first Contracting Party if the second Contracting Party has no legislation applicable to that person;
- (b) a self-employed person who normally follows that person's occupation in the territories of two or more Contracting Parties shall be subject to the applicable legislation of the Contracting Party of the territory in which that person resides, if that person works partly in that territory;
- (c) where the self-employed person referred to in paragraph (b) does not follow part of that person's occupation in the territory of the Contracting Party where that person resides, or where that Contracting Party has no legislation applicable to that person, that person shall be subject to the legislation agreed on by the competent institutions of the Contracting Parties concerned.

ARTICLE 13

EXCLUSION OF ARTICLES 6 TO 12 IN RESPECT OF VOLUNTARY INSURANCE

The provisions of Article 6 to 12 shall not be applicable to voluntary insurance.

ARTICLE 14

ENTITLEMENT TO MEMBERSHIP IN COMPULSORY AND VOLUNTARY INSURANCE SCHEMES

1. Where the application of the relevant legislation of two or more Contracting Parties would result in the person concerned becoming insured under a compulsory insurance scheme and at the same time permit membership as a voluntary contributor to another compulsory insurance scheme, the person concerned shall be subject only to the applicable legislation of the first-mentioned compulsory insurance scheme.

2. In cases where the application of the relevant legislation of two or more Contracting Parties would permit membership as a voluntary contributor to two or more compulsory insurance schemes, the person concerned shall be entitled to be insured under the insurance of the Contracting Party where that person resides, or if that person is not resident in the territory of one of the Contracting Parties, under the scheme of the Contracting Party the legislation of which last applied to that person.

ARTICLE 15

EXCLUSION OF THE PROVISIONS OF PART II

The competent authorities of two or more Contracting Parties may, by mutual consent, make exceptions to any of the provisions of Articles 6 to 14 in the interests of persons affected thereby.

PART III

**PROVISIONS GOVERNING INVALIDITY, OLD AGE, RETIREMENT, SURVIVORS' AND
DISABLEMENT PENSIONS, AND DEATH BENEFIT**

ARTICLE 16

DETERMINATION OF BENEFITS

Where an insured person has been subject successively or alternatively to the applicable legislation of two or more Contracting Parties and has satisfied the conditions for a benefit in the jurisdiction of any of those Contracting Parties, such insured person or the survivors of that person, as the case may be, shall be entitled to the benefit in accordance with the applicable legislation of each of the Contracting Parties concerned.

ARTICLE 17

TOTALISATION OF CONTRIBUTION PERIODS

Where the applicable legislation of a Contracting Party makes entitlement to benefits conditional on the completion of a specified number of insurance periods and Article 16 does not apply, the competent institution shall take account of all insurance periods completed under the applicable legislation of other Contracting Parties in determining the fulfilment of the condition at the material time.

ARTICLE 18

PAYMENT OF A PARTIAL BENEFIT

Where, at the material time, a claimant has satisfied the conditions for entitlement to a benefit in the jurisdiction of one Contracting Party but not the conditions for a benefit under the legislation of another Contracting Party in the territory of which the insured person concerned was employed, the competent institution of the other Contracting Party shall pay to such insured person or persons claiming through that person a portion of the benefit to which such person would have been entitled if that person had satisfied the relevant conditions. The portion of the benefit payable shall bear the same ratio which the contributions of that person bear to the total qualifying contributions.

ARTICLE 19

APPORTIONMENT OF TOTALIZED BENEFITS

1. The competent institution of each Contracting Party shall determine in accordance with the applicable legislation whether and to what extent an insured person or the survivor of that person, as the case may be, satisfies the conditions for entitlement to benefit under Article 16, 17 or 18.

2. Where the institution concerned determines, by applying the provisions of Article 17, that an insured person satisfies the relevant conditions for entitlement to

benefit, such institution shall calculate the notional amount of benefit such person could claim if the contribution periods completed under the legislation of all the Contracting Parties concerned had been completed under its applicable legislation.

3. The actual amount payable by each of the institutions concerned shall bear a direct ratio to the notional amount which the number of insurance periods completed in the territories of the interested Contracting Parties bears to the total number of insurance periods completed in all of their territories.

ARTICLE 20

DETERMINATION OF LIABILITY TO CONTRIBUTE TO THE NOTIONAL AMOUNT IN CERTAIN CIRCUMSTANCES

Where the legislation of an interested Contracting Party requires benefits to be calculated by reference to total insurable earnings or number of contributions, the earnings or contributions to be taken into account by the competent institution of that Contracting Party for the purpose of determining its liability to contribute to the notional amount referred to in paragraph 3 of Article 19 shall be calculated on the basis of the average earnings or the contributions recorded for the periods completed under its applicable legislation.

ARTICLE 21

DEPENDANTS

Where the applicable legislation of a Contracting Party provides that the amount of the benefit shall vary according to the number of dependants of an insured person, the competent institution shall also take account of dependants resident in the territory of another Contracting Party as if those dependants were resident in the territory of the first Contracting Party.

ARTICLE 22

COMMENCEMENT DATE OF PAYMENTS

1. Where, by the application of Article 17, an insured person is determined to be entitled to a benefit and the qualifying age for the receipt of such benefit varies under the applicable legislation of the interested Contracting Parties, the commencing date for the receipt of such benefit shall be determined by the applicable legislation of the Contracting Party to which such insured person was last subject.

2. Where the qualifying age under the applicable legislation of an interested Contracting Party is lower than the qualifying age under the legislation of the Contracting Party to which the insured person was last subject, the competent institution of the first Contracting Party shall pay directly to the insured person or the survivors of that insured person, as the case may be, from the applicable commencement date, such amounts as represent the liability of the said Contracting Party.

3. Where the qualifying age under the legislation of an interested Contracting Party is higher than the qualifying age under the legislation of the Contracting Party to which the insured person was last subject, the insured person shall not be entitled to receive the portion of the benefit payable by such Contracting Party in accordance with paragraph 3 of Article 19 before attaining the qualifying age stipulated in the applicable legislation of such Contracting Party.

ARTICLE 23

LIABILITY FOR CERTAIN SURVIVORS' BENEFITS

Where, by the application of Article 17, the survivors of an insured person are determined to be entitled to a benefit which is not provided for under the applicable legislation of one or more interested Contracting Parties, the Contracting Party under the legislation of which such a benefit is provided for shall be liable to pay such portion of the benefit as corresponds to its liability according to the provisions of paragraph 3 of Article 19.

ARTICLE 24

CONVERSION OF INVALIDITY BENEFITS

1. Subject to the applicable legislation of interested Contracting Parties, invalidity pensions shall, as appropriate, be converted into old age or retirement pensions and the provisions of Article 16 to 19 of this Agreement shall apply.

2. Where the recipient of an invalidity pension payable under the applicable legislation of one or more interested Contracting Parties becomes entitled to old age or retirement pension, the competent institution of an interested Contracting Party with a continuing liability in that behalf shall continue to pay invalidity pension until the provisions of paragraph 1 hereof become applicable.

PART IV

APPLICATION OF THE AGREEMENT

SECTION II

GENERAL PROVISIONS

ARTICLE 25

COMPOSITION OF THE COMMITTEE

1. The heads of the Social Security Schemes established by the Contracting Parties shall constitute a Committee (hereinafter called "the Committee") which shall settle every administrative question arising out of the provisions of this Agreement without prejudice to the right of the competent authorities, competent institutions or interested persons to have recourse to the procedures and jurisdictions provided for in the applicable legislation of Contracting Parties.

2. Specimens of certificates, statements, claims, declarations, and other documents required for the application of this Agreement shall be prepared by the Committee.

3. The Committee may assemble information on provisions of the legislation to which this Agreement applies at the request of the competent authorities of any Contracting Party.

4. The Committee may prepare written information for the purpose of informing the persons concerned of their rights and the administrative formalities required to secure them.

ARTICLE 26

ACCESS TO COMPETENT INSTITUTIONS

Any institutions of a Contracting Party and any person residing or staying in the territory of a Contracting Party may approach the competent institution of another Contracting Party directly.

ARTICLE 27

SUPPLY OF INFORMATION

1. Each Contracting Party, as soon as possible after this Agreement enters into force, shall supply the Secretary-General of the Caribbean Community (hereinafter referred to as “the Secretary-General”) with the following information:

- (a) the name or names of the competent authority or authorities;
- (b) the name or names of the competent institution or institutions.

2. Any modifications made to the information supplied in accordance with paragraph 1 shall be transmitted to the Secretary-General within three months of the said modifications.

SECTION II

APPLICATION OF PART I OF THE AGREEMENT

ARTICLE 28

SUBMISSION OF CERTIFICATES BY CLAIMANTS

In order to benefit from the provisions of Article 4, the person concerned shall submit to the competent institution of the interested Contracting Party a certificate of the periods of insurance completed under the legislation of any other Contracting Party. The certificate shall be issued at the request of the person concerned or the competent institution by the institution or institutions under the legislation of which the periods in question were completed.

ARTICLE 29

APPLICATION OF ARTICLE 5

1. In applying the provisions of article 19, the competent institutions of interested Contracting Parties shall be entitled to take account of the benefits, income or remuneration entailing reduction, suspension or disqualification in respect of the benefits due from it solely for the purpose of the reduction, suspension or disqualification of the amount referred to in paragraph 3 of Article 19.

2. The entitlement referred to in paragraph 1 shall not be exercised to calculate the notional amount referred to in paragraph 2 of Article 19:

Provided, however, that account shall be taken of such benefits, income or remuneration only to the extent of that fraction of the amount corresponding to the ratio of the periods completed as prescribed in paragraph 3 of Article 19.

3. The provisions of this Article shall apply where a person in receipt of a benefit under the applicable legislation of one Contracting Party is also entitled to benefits under the applicable legislation of one or more of the other Contracting Parties.

SECTION III

APPLICATION OF PART II OF THE AGREEMENT

ARTICLE 30

APPLICATION OF ARTICLE 7–10

1. In cases to which sub-paragraph (i) of Article 7, paragraph (a) of Article 9 and sub-paragraph (i) of Article 10 of this Agreement apply, the institution designated by the competent authority of the Contracting Party the legislation of which is applicable shall issue to the employed person at that person's request or on the request of that person's employer, if the required conditions are fulfilled, a certificate of such employment abroad stating that that person is still subject to that legislation.

2. The agreement referred to in paragraph (ii) of Article 7 of this Agreement shall be requested by the employer. The consent of each employed person concerned shall be required if it is so provided in the applicable legislation of the Contracting Party referred to in paragraph 1.

ARTICLE 31

APPLICATION OF ARTICLES 8 AND 9

Where, under Articles 8 and 9 of this Agreement, the applicable legislation of a Contracting Party is applicable to an employed person whose employment is not in the territory of that Contracting Party, that legislation shall apply as if the person were employed at that person's place or residence in the said territory, particularly for determining the competent institution.

SECTION IV

THE AGGREGATION OF INSURANCE PERIODS

ARTICLE 32

APPLICATION OF THE TOTALISATION PRINCIPLE

1. In the cases referred to in Articles 4 and 17 of this Agreement, insurance periods shall be added together in accordance with the following rules—

- (a) to the insurance periods completed under the provisions of the applicable legislation of one Contracting Party shall be added the insurance periods completed under the provisions of the applicable legislation of any other Contracting Party to the extent necessary to make up the total insurance period required under the provisions of the applicable legislation of the first mentioned Contracting Party for the acquisition or maintenance of entitlement to benefit, provided always that these periods do not overlap. In the case of invalidity, old age, retirement or survivors' benefits to be paid by the institutions of two or more Contracting Parties in accordance with the provisions of Article 19 of this Agreement, each of the institutions concerned shall separately add together all the insurance periods completed by the person concerned under the provisions of the applicable legislation of all the Contracting Parties to which that person has been subject;
- (b) where a period of compulsory insurance completed under the applicable legislation of one Contracting Party coincides with a period of voluntary insurance completed under the provisions of the applicable legislation of another Contracting Party, the first period only shall be taken into account;
- (c) where the time at which certain periods of insurance were completed under the provisions of the applicable legislation of a Contracting Party cannot be accurately determined, such periods shall be presumed not to overlap with periods completed under the applicable legislation of another Contracting Party and shall be taken into account as may be necessary;
- (d) where, according to the applicable legislation of one Contracting Party, certain insurance periods are taken into account only if they have been completed within a specified time, the institution which applies this legislation shall take into account only periods completed under the provisions of the applicable legislation of another Contracting Party as have been completed within the same specified time.

2. Where under the provisions of the applicable legislation of a Contracting Party a Social Security scheme falling within the scope of this Agreement takes account of insurance periods in respect of schemes not falling within the scope of this Agreement such insurance periods shall be considered by the Contracting Parties to be taken into account for the purpose of aggregation.

SECTION V

APPLICATION OF PART III OF THE AGREEMENT

ARTICLE 33

APPLICATION OF ARTICLE 18

1. In order to benefit from the provisions of Article 18, the Claimant shall submit to the competent institution or institutions of the interested Contracting Party or Contracting Parties, as the case may be, liable to pay a portion of a benefit, a certificate stating that the insured person concerned has satisfied the qualifying conditions for a benefit under the applicable legislation of another Contracting Party.

2. The Certificate shall be issued by the competent institution or institutions, as the case may be, of one or more other Contracting Parties under the applicable legislation of which such insured person had qualified for the benefit, at the request of the claimant or the competent institution of the interested Contracting Party against whom the claim for payment of a portion of a benefit has been made.

ARTICLE 34

SUBMISSION OF CLAIMS

1. In order to receive the benefits under Articles 16 to 18, 21 and 24 of this Agreement, the claimant shall submit a claim to the institution of the claimant's place of residence in the manner prescribed by the applicable legislation. If the insured person entitled had not been subject to that legislation, the institution of the place of residence shall transmit the claim to the institution or institutions of the Contracting Party or Contracting Parties, as the case may be, to the legislation of which such person was subject and also indicate the date on which the claim was submitted. That date shall then be considered as the date of submission of the claim of the last-mentioned institution.

2. Where the claimant resides in the territory of a Contracting Party to the legislation of which neither the claimant nor the deceased person has been subject, the claimant may submit the claim to the institution of the Contracting Party to the Legislation of which the claimant or the deceased person was last subject.

ARTICLE 35

DOCUMENTS TO ACCOMPANY CLAIMS

1. The submission of the claims referred to in Article 34 shall be subject to the following rules—

- (a) the claim shall be accompanied by the requisite supporting documents and shall be submitted on the forms prescribed—
- (i) either by the legislation of the Contracting Party in the territory of which the claimant resides, in cases referred to in paragraph 1 of Article 34; or

- (ii) by the legislation of the Contracting Party to which the claimant or the deceased person was last subject, in the case referred to in paragraph 2 of Article 34;
- (b) the accuracy of the information furnished by the claimant shall be substantiated by official documents attached to the claim form, or corroborated by the authorities of the Contracting Party in the territory of which the claimant resides;
- (c) the claimant shall indicate, as far as possible, the invalidity, retirement, old-age, or survivors' benefit institution or institutions of each of the Contracting Parties to the legislation of which the claimant or the deceased has or had been subject, or the employer or employers by whom the claimant or the deceased person has or had been employed in the territory of any Contracting Party, and submit any certificates of employment that may be in the possession of the claimant or had been in the possession of the deceased person.

ARTICLE 36

CERTIFICATION OF DEPENDANTS

1. In order to benefit from the provisions of Article 21 of this Agreement, the claimant shall, where required, submit a certificate regarding dependants who are residing in the territory of a Contracting Party other than that where the institution which pays the benefit is situated. The certificate shall be issued by the institution designated by the competent authority of the Contracting Party in the territory of which the said dependants reside.

2. The certificate referred to in the preceding paragraph shall be valid for a period of twelve months from the date of issue and shall be renewable. When renewed, its validity shall run from the date of renewal. The claimant shall immediately notify the competent institution of any change to be made in the certificate which shall have effect from the date on which it occurred.

3. Instead of the certificate referred to in paragraph 1 of this Article, the competent institution may require the claimant to submit other relevant documents of proof of relationship of the dependants who are residing in the territory of a Contracting Party other than that of the competent jurisdiction, if such documents are normally issued by authorities of that Contracting Party.

4. The provisions of Article 21 and of the preceding paragraphs of this Article are to be construed without prejudice to the consideration of dependants residing outside of the territory of any Contracting Party.

ARTICLE 37

DETERMINATION OF INVALIDITY

In determining the degree of invalidity the institution of a Contracting Party shall take account of all the medical and administrative information assembled by the

institutions of any other Contracting Party, but each institution shall retain the right to have the claimant examined by a doctor of its choice at its own expense.

ARTICLE 38

EXAMINATION OF CLAIMS

1. Claims shall be examined by the institutions to which they have been submitted or to which they have been transmitted, as the case may be, as provided for in Article 34.
2. The examining institution shall immediately advise all the institutions concerned so that the claim may be examined by them simultaneously and without delay.

ARTICLE 39

PROCEDURES OF EXAMINING INSTITUTIONS

1. In examining claims, the examining institution shall use a form setting out details of, and the total of, the insurance periods completed by the persons concerned or in respect of the deceased person under the applicable legislation of all the Contracting Parties concerned.
2. The transmission of the form referred to in paragraph 1 to the institution of any other Contracting Party shall be in lieu of the transmission of supporting documents.

ARTICLE 40

DUTIES OF EXAMINING INSTITUTIONS

1. The examining institution shall enter on the form referred to in paragraph 1 of Article 39 the insurance periods completed under the provisions of its own legislation and shall send a copy of the form to the appropriate institution of each Contracting Party to the legislation of which the person concerned or the deceased person has or had been subject and attach employment certificates produced by the claimant.
2. Where only one institution is involved, that institution shall complete the form sent to it in accordance with the provisions of the preceding paragraph indicating the insurance periods completed under its applicable legislation. It shall then determine entitlement under that legislation having regard to the provisions of Article 17, and shall state on the form the notional and actual amount of the benefit calculated in accordance with the provisions of paragraphs 2 and 3 of Article 19 and, where appropriate the amount of any benefit which could be claimed, without applying the provisions of Article 17 to 21 solely for the periods completed under the provisions of the applicable legislation. The form, which should also contain information concerning the procedure for appeals, including time limits, shall then be returned to the examining institution.
3. Where there are two or more institutions involved, each institution shall complete the form submitted to it in accordance with the provisions of paragraph 1 of

this Article, indicating the insurance periods completed under its applicable legislation, and return the form to the examining institution. That institution shall send the completed form to the other institutions involved, each of which shall determine entitlement under its applicable legislation having regard to the provisions of Article 17 and shall state on the form the notional and actual amounts of any benefit calculated in accordance with the provisions of paragraphs 2 and 3 of Article 19, and, where appropriate, the amount of any benefit which could be claimed, without applying the provisions of Articles 17 to 21 solely for the periods completed under the provisions of the applicable legislation. The form, which should also contain information concerning the procedure for appeals, including time limits, shall then be returned to the examining institution.

4. Where the examining institution has received all the information referred to in paragraphs 2 and 3 of this Article, it shall determine entitlement under its applicable legislation, having regard to the provisions of Article 17, and shall calculate the notional and actual amounts of the benefit in accordance with the provisions of paragraphs 2 and 3 of Article 19, and where appropriate, the amount of any benefit which could be claimed without applying the provisions of Articles 17 to 21 solely for the periods completed under its applicable legislation.

ARTICLE 41

PAYMENT TO CLAIMANTS

1. If the examining institution determines that the claimant is entitled to benefit under the provisions of its applicable legislation without reference to periods completed under the provisions of the legislation of other Contracting Parties to which the person concerned or the deceased person was subject, it shall make an immediate payment of the benefit directly to the claimant on a provisional basis, subject to the provisions of paragraph 6 of this Article.

2. Where the examining institution pays a benefit under paragraph 1 of this Article, it shall deduct from the amount of such benefit the amount of benefit paid by any other institution as soon as it is ascertained.

3. If, while a claim is being examined, an institution other than the examining institution determines that the claimant is entitled to benefit in accordance with its applicable legislation without having to take account of periods completed under the provisions of the applicable legislation of other Contracting Parties to which the person concerned or the deceased person was subject, it shall pay the claimant the benefit on a provisional basis and advise the examining institution accordingly, without prejudice, however, to the provisions of paragraph 2 of this Article.

4. Where an institution is required to pay a benefit under paragraphs 1 and 3 of this Article, it shall pay only the highest rate of benefit, without prejudice, however, to the provisions of paragraph 2 of this Article.

5. Where the examining institution does not pay a benefit under paragraph 1 of this Article, and in cases where there might be delay, it shall make to the person concerned a recoverable advance determined in accordance with the provisions of paragraphs 1 to 3 of Article 19.

6. When the final settlement of the benefit claimed is determined, the examining institution and other interested institutions shall adjust their accounts as regards the amount of any provisional benefit paid or the advance made in accordance with the relevant provisions of this Article and any sum overpaid by the said institutions may be deducted from the amount of benefits they are required to pay to the person concerned.

ARTICLE 42

CONSULTATIONS AMONG INTERESTED INSTITUTIONS

After the examining institution has consulted with each of the interested institutions and those institutions have agreed on the extent of their liability, the examining institution shall inform the claimant of the component part of the total benefit payable by each institution concerned. The examining institution shall also inform the claimant concerning the procedure for appeals, including the limits prescribed by the applicable legislation.

ARTICLE 43

MEDICAL SUPERVISION OF BENEFICIARIES

1. If the recipient of any benefit referred to in Article 2 stays or resides in the territory of a Contracting Party other than the competent jurisdiction, administrative and medical supervision shall be exercised at the request of the competent institution by the institution of the place of stay or residence in accordance with the rules prescribed by the applicable legislation of the latter institution but the competent institution may require the recipient to be examined by a medical practitioner of its choice at its own expense.

2. If the supervision referred to in the preceding paragraph reveals that a person receiving a benefit or payment by way of assistance is employed or has means in excess of the prescribed limit, that information and any other information requested shall be reported to the competent institution by the institution of the place of stay or residence.

ARTICLE 44

RESUMPTION OF BENEFITS

Where after the suspension of benefits which a person had been receiving, that person becomes qualified again for benefits while residing in the territory of a Contracting Party other than the competent jurisdiction, the institution concerned shall exchange all the information necessary to enable the payment of benefits to be resumed.

ARTICLE 45

PAYMENT OF BENEFIT IN NORMAL CASE

The competent institution of a Contracting Party shall, in the normal case, pay a benefit directly to a beneficiary residing in the territory of another Contracting Party, but where in any particular case the competent institution of a Contracting Party pays a benefit directly to the competent institution of another Contracting Party, the person entitled to such benefit shall be informed accordingly.

ARTICLE 46

NOTIFICATION OF CHANGE OF RESIDENCE

Where the recipient of a benefit payable under the applicable legislation of one or more Contracting Parties transfers the residence of the recipient from the territory of one Contracting Party to that of another Contracting Party the recipient shall notify the competent institution or institutions responsible for the payment of such benefit.

ARTICLE 47

MEDICAL EXAMINATION OF PENSIONERS

If the recipient of a pension stays or resides in the territory of a Contracting Party other than that of the competent jurisdiction, administrative and medical supervision and also such medical examinations as are necessary for the revision of pensions shall be carried out at the request of the competent institutions by the institution of the place of stay or residence in accordance with the rules in the applicable legislation of the latter institution, but, the competent institution may require the recipient to be examined by a doctor of its choice at its own expense.

ARTICLE 48

COOPERATION BY INSTITUTIONS

The institution of the place of residence of a person who has received benefits that were not payable to that person, or the institution designated by the competent authority of the Contracting Party in the territory of which that person resides, shall cooperate with the institution of any other Contracting Party which has paid such benefits if the latter institution seeks recovery from the person in question.

ARTICLE 49

COOPERATION IN RECOVERING EXCESS PAYMENTS

Where the institution of a Contracting Party has paid to a beneficiary a sum in excess of the beneficiary's entitlement, that institution may request the institution of any other Contracting Party responsible for the payment of corresponding benefits to that person, to deduct the amount overpaid from the payments it is making to the beneficiary. The latter institution shall withhold that amount to the extent to which

such a deduction is permissible under the provisions of its applicable legislation as if the overpayment had been made by it and transfer the amount so withheld to the creditor institution.

ARTICLE 50

COOPERATION IN RECOVERING ADVANCE PAYMENTS

Where the institution of a Contracting Party has made an advance payment of benefits, it may request the institution of any other Contracting Party responsible for payment of corresponding benefits to that person to deduct the amount of the advance from the payments due to the person concerned. The latter institution shall transfer the amount withheld to the creditor institution.

ARTICLE 51

PAYMENT OF BENEFITS PENDING SETTLEMENT OF DISPUTES

In the event of a dispute between competent institutions or authorities of two or more Contracting Parties concerning either the legislation applicable under Part II of this Agreement, or the institution which is to provide the benefit, the person who would have been able to claim the benefit in the absence of such a dispute shall provisionally receive the benefit prescribed by the legislation which the institution of the place of residence is to apply or, where the person does not reside in the territory of one of the Contracting Parties concerned, by the legislation of the Contracting Party to which he was last subject. After settlement of the dispute, the cost of the benefits paid provisionally shall be borne by the institution declared liable to pay such benefits.

PART V

MISCELLANEOUS PROVISIONS

ARTICLE 52

COMMUNICATIONS BETWEEN COMPETENT AUTHORITIES OF CONTRACTING PARTIES

1. The competent authorities of contracting Parties shall communicate to each other—

- (a) all information concerning measures taken by them for the application of this Agreement;
- (b) all information concerning their legislation which may affect the application of this Agreement; and
- (c) all statistical information concerning beneficiaries and the amount of benefits paid under this Agreement.

2. For the purpose of the application of this Agreement, the competent authorities and competent institutions of the Contracting Parties shall—

- (a) assist one another as if they were applying their own legislation; and
- (b) provide administrative assistance free of charge, but, the competent authorities of the Contracting Parties may agree to reimburse certain expenses.

3. For the purpose of the application of this Agreement, the competent authorities and competent institutions of the Contracting Parties may communicate directly with one another and with the persons concerned or their representatives.

ARTICLE 53

NON-DISCRIMINATION FOR EXEMPTION FROM TAXES AND DUTIES

Any exemption from, or reduction of, taxes, stamp duty, legal or registration costs specified by the legislation of one Contracting Party with respect to the certificates, documents or other documentary evidence to be submitted under the legislation of that Party shall be extended to cover similar certificates, documents or other documentary evidence to be submitted under legislation of another Contracting Party or under this Agreement.

ARTICLE 54

TIME LIMIT FOR SUBMISSION OF CLAIMS

1. If the claimant is resident in the territory of a Contracting Party other than that of the competent jurisdiction, the claimant may validly submit the claim to the institution of the claimant's place of residence; which shall refer it to the competent institution or institutions mentioned in the application.

2. Any claim, application, declaration or appeal which should have been made under the legislation of a Contracting Party within a prescribed time to an authority, institution or jurisdiction of that Party shall be admissible if it is submitted within the same time to an authority, institution or jurisdiction of another Contracting Party. In such an event, the authority, institution or jurisdiction receiving the claim, application, declaration or appeal shall transmit it without delay to the competent authority, institution or jurisdiction of the first Contracting Party, either directly or through the competent authorities of the Contracting Parties concerned. The date on which any claim, application, declaration or appeal was submitted to an authority, institution or jurisdiction of the second Contracting Party shall be deemed to be the date on which it was lodged with the competent authority, institution or jurisdiction.

ARTICLE 55

INVESTIGATIONS AND MEDICAL EXAMINATIONS

Investigations or medical examinations prescribed by the legislation of one Contracting Party may, at the request of the institution which administers such legislation, be carried out in the territory of another Contracting Party by the institution of the place of stay or residence, and in such a case they shall be deemed to have been made in the territory of the first Contracting Party.

ARTICLE 56

CURRENCY OF PAYMENT

1. Competent institutions shall discharge their financial obligations under this Agreement in their national currencies, subject to paragraph 2 hereof.
2. Where under this Agreement a competent institution is required to pay a benefit to a beneficiary resident in the territory of another Contracting Party or to another competent institution in such territory, it shall discharge its obligation in the currency of such other Contracting Party.
3. In the application of paragraph 2 hereof, the conversion rate shall be the rate of exchange in effect on the date of payment.
4. Benefits shall be paid to beneficiaries free from any deductions for administrative or other expenses.

ARTICLE 57

DISPUTES SETTLEMENT

1. Any dispute arising between two or more Contracting Parties concerning the interpretation or application of this Agreement shall first be subject to negotiation between the Contracting Parties concerned.
2. Where the dispute is not settled within three months from the request for commencement of negotiations as set out in paragraph 1, the dispute shall be submitted to arbitration on the written request of any of the Contracting Parties. Such request shall be addressed to the Secretary-General who shall promptly notify the parties to the dispute of the receipt of the request for arbitration.
3. Any dispute to be submitted to arbitration shall be referred to a tribunal consisting of three arbitrators. Each party to the dispute shall appoint an arbitrator and the two arbitrators so appointed shall appoint the third arbitrator who shall be the chairman. The chairman must be a person with legal qualifications.
4. For the purpose of appointing a tribunal referred to in the preceding paragraph, a list of arbitrators consisting of persons experienced in the practice of social security shall be drawn up and maintained by the Secretary-General. To this end, every Contracting Party shall be invited to nominate two persons and the names of the persons so nominated shall constitute the list. The term of an arbitrator, including that of any arbitrator nominated to fill a vacancy, shall be three years and may be renewed. The chairman need not be appointed from the list.
5. If within thirty days following the date of notification by the Secretary-General in accordance with paragraph 2 of this Article, either party fails to appoint an arbitrator, any party may request the Secretary-General to appoint the other arbitrator. If within fifteen days of the appointment of the last of the two arbitrators the chairman has not been appointed, either party may request the Secretary-General to appoint the chairman.
6. Where more than two Contracting Parties are parties to a dispute, the parties concerned shall agree among themselves on the arbitrators to be appointed from the

list. In the absence of such an appointment within the prescribed period, the Secretary-General shall appoint a sole arbitrator whether from the list or otherwise for the purpose.

7. The arbitral tribunals so established shall make a determination within ninety days from the date of its constitution. The decision of a sole arbitrator or of a majority in other cases shall be accepted by the parties to the dispute as final.

8. The procedure of the tribunal shall be determined by the arbitrators but the chairman shall be empowered to settle all questions of procedure in any case where there is disagreement.

9. The parties to a dispute shall bear the cost of the arbitration equally.

PART VI

TRANSITIONAL AND FINAL PROVISIONS

ARTICLE 58

ENTITLEMENT BEFORE AGREEMENT IS IN FORCE

1. Subject to paragraph 3, where title to benefit arose before the entry into force of this Agreement, the benefits payable under such title shall be dealt with under the appropriate national legislation.

2. Every insurance period completed under the applicable legislation of a Contracting Party before the date on which this Agreement enters into force shall be taken into account for the purpose of determining rights under it.

3. Any benefit which has not been assessed or paid or which has been suspended on account of the residence of the person concerned in the territory of any Contracting Party other than that of the territory where the institution liable to pay the benefit is located shall, by the request of the person concerned, be assessed and paid, or its suspension terminated as from the date this Agreement enters into force.

4. Where the request referred to in the preceding paragraph is made within two years of the date on which this Agreement enters into force, entitlement and rights arising in accordance with the provisions of this Agreement shall be acquired as from that date, and no provision to the contrary in the applicable legislation of any Contracting Party with respect to entitlement or rights lapsing or becoming statute-barred shall apply to the person concerned.

5. Where the request referred to in paragraph 3 is made more than two years after the date on which this Agreement enters into force, any entitlement or rights which are not held to be statute-barred or to have lapsed shall be payable only from the date on which the request was made, unless there are more favourable provisions in the applicable legislation of the Contracting Party concerned.

ARTICLE 59

ENTITLEMENT TO SIGN AND RATIFY ACCEPT OR ACCEDE

1. This Agreement shall be open for signature by the Members of the Caribbean Community and shall be subject to ratification or acceptance. Instruments of ratification or acceptance shall be deposited with the Secretary-General.
2. The Agreement shall enter into force on the first day of the third month following that in which the third instrument of ratification or acceptance is deposited with the Secretary-General.
3. Countries ratifying or accepting the Agreement after its entry into force shall become parties thereto one month following the deposit of an appropriate instrument of ratification or acceptance.
4. Countries mentioned in paragraph 1 may accede to the Agreement at any time. Accession shall take effect one month following the deposit of an appropriate instrument of accession.

ARTICLE 60

PARTICIPATION BY OTHER COUNTRIES

1. After the entry into force of this Agreement, the Contracting Parties may, by unanimous vote, invite any other country to accede to it.
2. Accession shall be effected by the deposit of an appropriate instrument of accession with the Secretary-General and shall take effect three months after the date of such deposit.

ARTICLE 61

AMENDMENTS

1. This Agreement may be amended by a two-thirds majority vote of the Contracting Parties.
2. Any such amendment shall enter into force three months thereafter without prejudice to any rights accruing to an insured person or persons claiming through such insured person prior to the amendment.

ARTICLE 62

REVIEW OF THE AGREEMENT

The Contracting Parties may review this Agreement three years after its entry into force.

ARTICLE 63

DENUNCIATION

1. Any Contracting Party may denounce this Agreement not less than five years after its entry into force for that Contracting Party by giving notice in writing to that effect to the Secretary-General and withdrawing therefrom.

2. Withdrawal shall take effect six months after the date of the written notice mentioned in paragraph 1.

ARTICLE 64

DEPOSITARY

The Secretary-General shall perform all depositary functions in relation to this Agreement.

ARTICLE 65

TERMINATION

1. This Agreement shall terminate if at any time less than three Contracting Parties continue to participate in the regime established by this Agreement. In the absence of such termination, this Agreement shall remain in force indefinitely.

2. In the event of withdrawal from or termination of this Agreement, all rights acquired thereunder shall be maintained, and negotiations shall take place for the settlement of any rights then in the course of acquisition by operation of the provisions hereof.

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

Done at Georgetown, Guyana this 1st day of March, one thousand nine hundred and ninety-six in a single copy which shall be deposited with the Caribbean Community Secretariat which shall transfer certified copies to all the Contracting Parties.
