

AGREEMENT ESTABLISHING THE CARIBBEAN COMMUNITY CLIMATE CHANGE CENTRE (CCCCC) (2002)

Recalling that the United Nations Conference on Environment and Development held in Rio, Brazil in 1992 called for "periodic regional and global meetings on sustainable development of Small Island Developing States ...";

Recalling further that the United Nations Conference on Small Island Developing States (SIDS) which was convened in Bridgetown, Barbados in 1994 concluded that Small Island Developing States (SIDS) have very specific environmental and developmental needs due to their ecological fragility and vulnerability as well as their peculiar constraints in attempting to achieve sustainable development, in particular, limited availability of human resources and inadequate financial resources for developing and strengthening institutions and their mechanisms;

Acknowledging that the constraints on sustainable development of SIDS are also peculiar to other developing countries in the Caribbean Region, in particular the least developed among them;

Recognising that the most serious environmental challenge confronting Caribbean SIDS and low-lying developing coastal States in the Caribbean Region is that of global climate change;

Recognising further that the adverse effects in the Caribbean Region of global climate change are likely to be aggravated by the studied response to globalisation/liberalisation as evidenced in aggressive coastal zone development, point source pollution and over-fishing, resulting in the destruction of ecologically fragile and valuable marine eco-systems.

Concerned that human activities in developed countries substantially increase anthropogenic gaseous emissions which augment atmospheric concentrations of greenhouse gases thereby increasing the earth's surface and atmospheric temperature with negative impact on human kind and natural eco-systems;

Convinced that the global nature of climatic change requires the widest co-operation by all countries and their participation in an effective and appropriate international response in accordance with their common but differentiated responsibilities, respective capabilities and their social and economic conditions;

Noting the provisions of United Nations General Assembly Resolutions 43/53 of 6 December 1988; 44/207 of 22 December 1989; 45/212 of 21 December 1990, and 46/169 of 19 December 1991 on the protection of global climate for present and future generations of mankind;

Noting also the provisions of United Nations General Assembly Resolution 44/206 of 22 December 1989 on the possible adverse effects of sea-level rise on developing islands and coastal areas, particularly low-lying coastal areas;

Noting further the Vienna Convention for the Protection of the Ozone Layer, 1985 and the

Montreal Protocol on Substances that Deplete the Ozone Layer, 1987, as amended on 29 June 1990;

Believing that small island developing States and such others with low-lying coastal areas susceptible to floods or with fragile mountainous eco-systems are particularly vulnerable to the negative effects of global climate change;

Believing also that steps required to understand and respond effectively to the negative effects of global climate change must be based on relevant scientific, technical and economic considerations and continually re-evaluated in the light of new findings in these areas;

Affirming that responses to climate change should be co-ordinated with social and economic development in an integrated manner with a view to avoiding adverse impact on the latter, taking fully into account the legitimate priority needs of developing countries for the achievement of sustained economic growth and the eradication of poverty;

Determined to contribute positively to the protection of the climate system for present and future generations;

Recalling also that the Conference of Heads of Government of the Caribbean Community at its Twenty-First Meeting held in Canouan, St. Vincent and the Grenadines on 2-5 July 2000, agreed to support the initiatives towards the establishment of a Regional Climate Change Centre;

Convinced also that the project entitled Caribbean Planning for Adaptation to Global Climate Change (CPACC) has made a significant contribution in sensitising States of the Caribbean Region of the importance of adjusting to the negative consequences of climate change,

Have agreed as follows:

Article 1

Use of Terms

In this Agreement, unless the context otherwise requires:

"adverse/negative effects of climate change" means changes in the physical environment or biota resulting from climate change which have significant deleterious effects on the composition, resilience or productivity of natural and managed eco-systems or on the operation of socio-economic systems, or on human health and welfare;

"Agreement" means the Agreement establishing the Centre;

"the Board" means the Board of Governors established by Article 5;

"the Centre" means the Caribbean Community Climate Change Centre established by Article 2;

"climate change" means a change of climate attributed directly or indirectly to human activity that alters the composition of the global atmosphere in addition to natural climate variability observed over comparable time periods;

"climate system" means the totality of the atmosphere, hydrosphere, biosphere, geosphere and their interactions;

"the Council" means the Council of Ministers established by Article 7;

"COTED" means the Council for Trade and Economic Development of the Caribbean Community;

"the Director" means the Director of the Technical Secretariat;

"emissions" means the release of greenhouse gases and/or their precursors into the atmosphere over a specified area and period of time;

"greenhouse gases" means those gaseous constituents of the atmosphere, both natural and anthropogenic, that absorb and re-emit infrared radiation;

"Members" means States or Territories which are parties to the Agreement;

"the Secretary-General" means the Secretary-General of the Caribbean Community.

Article 2

Establishment

There is hereby established the Caribbean Community Climate Change Centre (hereinafter referred to as "**the Centre**") having the composition, objectives, principles and functions set out in this Agreement.

Article 3

Membership

1.Membership of the Centre shall be open to the Members and Associate Members of the Caribbean Community which sign and ratify or accede to this Agreement.

2.States or Territories of the Caribbean Region which, in the opinion of the Council, are able and willing to enjoy the rights and discharge the obligations set out in this Agreement, may be admitted to membership of the Centre.

3.The Council may admit as associate members of the Centre, extra-regional States, State entities or Territories which, in the opinion of the Council, contribute substantially to the achievement of the objectives of the Centre and are able and willing to enjoy the rights and discharge the obligations set out in this Agreement.

4.Entities mentioned in paragraphs 2 and 3 desirous of becoming Members or Associate Members of the Centre, as the case may be, shall submit an application in that behalf to the Technical Secretariat which shall transmit it to the Council for consideration and action.

5.Notwithstanding the provisions of paragraph 3, the Caribbean Community (CARICOM), the Caribbean Development Bank (CDB), the Caribbean Disaster Emergency Response Agency (CDERA), the Caribbean Meteorological Institute (CMI), Caribbean Environmental Health Institute (CEHI), the Association of Caribbean States (ACS) and the Organisation of American States (OAS) shall be deemed to have satisfied the requirements for associate membership of the Centre and shall be invited by the Council to participate in the work of the Centre on mutually agreed terms and conditions.

Article 4

Objectives

The objectives of the Centre shall be:

- (a) protection of the climate system of Members of the Centre for the benefit of present and future generations of their peoples;
- (b)enhancing regional institutional capabilities for the co-ordination of national responses to the negative effects of climate change;
- (c)providing comprehensive policy and technical support in the area of climate change and related issues and spearheading regional initiatives in those areas; and
- (d)performing the role of executing agency for regional environmental projects relating to climate change.

Article 5

Functions

In order to achieve its objectives set out in Article 4, the Centre shall perform the following functions:

- (a)collecting, analysing, storing, retrieving and disseminating meteorological and sea-level data relevant to the observation of climate change and facilitating, in collaboration with specialised Caribbean agencies, the collection of information about the impact of climate change on the economic sectors in the Caribbean;
- (b)facilitating and co-ordinating the development of Caribbean positions on global climate change and serving as an authoritative technical source for Caribbean countries to, inter alia, fulfil their responsibilities under the United Nations Framework Convention on Climate Change; assisting Members, on request, in realising the equitable benefits resulting from the implementation of financial mechanisms under the Kyoto Protocol;
- (c) providing, on request, Members and Associate Members with strategic assistance for public education and awareness campaigns at the national and regional levels to involve all regular stakeholders, both public and private;
- (d) in collaboration with Members and relevant agencies, developing special programmes

to address implications in the Region for coastal zone management, disaster management, and potentially vulnerable sectors such as tourism, health, agriculture and insurance;

(e) promoting the sharing of resources, technical co-operation and information exchange with other global climate change initiatives, in particular in Small Island Developing States and Latin America;

(f) co-ordinating (and initiating) the development of regional research programmes, including adaptation of global climate and impact modelling efforts and specialised training focussed on effective adaptation to global climate change;

Article 6

Principles

Pursuant to the objectives set out in Article 4, the Centre shall be guided by the following principles, *inter alia*:

- (a) the unrestricted exchange of non-confidential information; in protecting the climate system of the Caribbean Region, special consideration shall be given by the Centre and competent organisations to the circumstances of the least developed Members and in particular the economic importance of their coastal zones;
- (b) the employment, as far as scientifically or environmentally possible, of precautionary measures to minimise the causes of climate change and mitigate its adverse consequences;
- (c) the right of Members and Associate Members, as an attribute of sovereignty, to determine their developmental path, subject to the obligation to refrain from action deleterious to the environmental health of other States.

Article 7

Composition of the Centre

The Centre shall consist of the following Organs:

- (a) the Council of Ministers;
- (b) the Board of Governors; and
- (c) the Technical Secretariat.

Article 8

Composition and Procedures of the Council of Ministers

1. The Council of Ministers (hereinafter called "**the Council**") shall comprise Ministers Responsible for the Environment of Members of the Centre. The Council shall meet once every year.
2. Each Member of the Council shall be entitled to designate an alternate to represent the Minister on the Council if the Minister is unable to act.
3. Subject to paragraph 6 of this Article, each Member of the Council shall have one vote. The Council shall take decisions by a two-thirds majority vote of its Members entitled to

vote, and such decisions shall be legally binding. The Council shall make recommendations by a simple majority vote. Recommendations shall not create legally binding obligations.

4. The Council may admit observers to its deliberations but such observers shall not have the right to vote. Associate Members shall be entitled to be observers at the deliberations of the Council.

5. The Centre shall bear the cost of representation of Members of the Council at its Meetings.

6. The Council may suspend from its membership, Members whose Governments have persistently violated obligations assumed by or under this Agreement. In taking decisions pursuant to this paragraph, Members against whom action is being taken shall not have the right to vote.

7. Subject to this Article, the Council shall establish its rules of procedure.

Article 9

Functions of the Council

In furtherance of the objectives of the Centre, the Council shall:

- (a) be the principal policymaking Organ of the Centre and shall, subject to general or special directions of COTED, determine the policy of the Centre;
- (b) conduct periodic reviews of the adequacy of the provisions of this Agreement and the policies and measures designed to address the adverse effects of climate change in the Caribbean Region;
- (c) negotiate the timely transfer of resources and technology from the developed countries to the Members of the Centre in order to address the negative effects of climate change in the Caribbean Region;
- (d) facilitate, at the request of two or more Members of the Centre, the co-ordination of measures adopted by them in response to the adverse effects of climate change, taking into account the different capabilities of the Members concerned;
- (e) consider and adopt the recurrent and capital budgets of the Centre on the recommendations of the Board of Governors;
- (f) establish such subsidiary bodies as may be necessary for the performance of its functions;
- (g) formulate national and regional sustainable development strategies to allow for more effective use of institutional, financial and human resources as a basis for efficient and effective implementation of donor-assisted programmes and projects;
- (h) approve the eligibility criteria for funding of projects established by the Council;
- (i) appoint the Director of the Technical Secretariat on the recommendation of the Board;
- (j) conclude agreements for the achievement of the objectives of the Centre.

Article 10

The Board of Governors

1. The Board of Governors (hereinafter called "**the Board**") shall consist of representatives of Members and institutions, both public and private, set out in the **Annex** to this Agreement.
2. The Board shall meet in ordinary session once in every year and in extra-ordinary session as often as the Board considers necessary or expedient.
3. The Centre shall defray the expenses of Members of Board incurred to attend meetings of the Board.
4. Each Member of the Board shall have one vote.
5. The Board shall take decisions by a qualified majority of three-quarters of the votes of its membership.
6. Subject to the provisions of this Article, the Board shall determine its rules of procedure.

Article 11

Functions of the Board

The Board shall perform the following functions:

- (a) initiate or determine, as the case may be, projects designed to protect the climate system or to address the adverse effects of climate change in the Caribbean Region;
- (b) adopt measures to mitigate climate change by addressing anthropogenic emissions by sources and removals by sinks of greenhouse gases not controlled by the Montreal Protocol as well as measures to facilitate adaptation to climate change;
- (c) in preparing to address the adverse effects of climate change, encourage the development and elaboration of appropriate integrated plans for coastal zone management, water resources and agriculture;
- (d) undertake and co-operate in the full open and prompt exchange of relevant scientific, technological, technical, socio-economic and legal information related to the climate system and climate change of the Caribbean Region and the economic and social effects of various response strategies;
- (e) promote and co-operate in education, training and public awareness related to climate change and encourage the widest participation in this process, including that of non-governmental organisations;
- (f) consider and adopt, as appropriate, the Work Programme and Reports of the Technical Secretariat on the work of the Centre;
- (g) approve regional environmental projects for which the Centre can perform the functions of executing agency;
- (h) approve the Staff Regulations of the Centre.

- (i) determine and approve the resources of the Centre required for its recurrent and capital budgets and the Reserve Fund established by Article 11;
- (j) mobilise resources for the Centre and cause to be undertaken the studies and arrangements required for the purpose;
- (k) manage the Reserve Fund, including the investment of its liquid assets and transfer the income from such investments periodically to the Reserve Fund;
- (l) cause to be kept appropriate records and accounts of the Reserve Fund and provide for their annual audit in accordance with internationally accepted accounting principles;
- (m) prepare for submission to the Council, annual financial reports regarding the investments and use of the resources of the Reserve Fund;
- (n) cause to be transferred to the Technical Secretariat from the Reserve Fund, the amounts approved by the Council for the recurrent and capital budgets of the Centre;
- (o) monitor the application of the resources of the recurrent and capital budgets of the Centre in order to ensure that such resources are being employed in accordance with this Agreement and the Work Programme of the Technical Secretariat approved by the Council;
- (p) approve the auditors of the Fund on the recommendation of the Technical Secretariat and submit the annual report of the auditors to the Council for examination and approval.

Article 12

Composition and Procedures of the Policy Advisory Committee

1. The Board shall establish a Policy Advisory Committee (hereinafter referred to as "**the Committee**") comprising representatives from public and private sector organisations, including the Caribbean Community (CARICOM), the United Nations Environment Programme (UNEP), the Caribbean Environmental Health Institute (CEHI), the CARICOM Fisheries Unit (CFU), the University of the West Indies Centre for Environment and Development (UWICED), the Caribbean Conservation Association (CCA), the United Nations Development Programme (UNDP), the Organisation of Eastern Caribbean States/ Natural Resources Management Unit (OECS/UNRMU) the Organisation of American States (OAS), the Association of Caribbean States (ACS), the Caribbean Meteorological Institute (CMI), the Caribbean Association for Industry and Commerce (CAIC), and such other organisations as the Board may determine.
2. Each member of the Committee shall have one vote.
3. The Committee shall elect its Chairman from among its membership and the Chairman shall hold office for one year. The Chairman shall be eligible for re-election.
4. The Committee shall meet once every year immediately prior to the annual meeting of the Board and shall submit an annual report on its activities to the Board.
5. The Centre shall defray the expenses incurred by Members to attend meetings of the Committee.
6. The Committee shall take decisions by consensus.

7. Subject to the provisions of this Article, the Committee may adopt its own rules of procedure.

Article 13

Functions of the Committee

The Committee shall have responsibility for advising the Board on, *inter alia*:

- (a) the eligibility criteria to be adopted by the Centre for projects to be funded by the Centre;
- (b) the programme priorities to be adopted by the Centre;
- (c) projects in the area of climate change to be developed by the Centre for funding by interested organisations;
- (d) projects designed to protect the Caribbean climate system from the negative effects of climate change and to devise strategies to adapt to such negative effects;
- (e) the capital budget of the Centre for projects mentioned at paragraph (d) for consideration and adoption by the Board;
- (f) projects in respect of which the Centre desires to perform the functions of executing agency, and
- (g) such other functions as the Board may determine.

Article 14

The Technical Secretariat

1. The Technical Secretariat shall comprise a Director and such other members of staff as the Board may determine.

2. The Director shall be appointed by the Board on the recommendation of the Policy Advisory Committee. The Director shall serve for a period of five years and may be re-appointed.

3. In the appointment of staff to the Technical Secretariat, the Director shall be guided by the principle of equitable geographical representation of Members of the Centre and the requirement to ensure the highest standards of efficiency in the delivery of services.

4. Staff members of the Technical Secretariat shall be accorded the status of international bureaucrats. In the performance of their functions, they shall neither seek nor take instructions from any authority external to the Centre. Representatives of Members of the Centre shall refrain from actions tending to compromise the status of the staff of the Technical Secretariat as international bureaucrats.

5. The conditions of employment of the staff of the Technical Secretariat shall be set out in the Staff Regulations to be established under the direction of the Director.

Article 15

Functions of the Technical Secretariat

The Technical Secretariat shall perform the following functions:

- (a) provide the Council with timely advice on scientific and technological matters relating to climate change and adaptation to the adverse effects thereof;
- (b) provide assessments of the state of scientific knowledge relating to climate change and its effects;
- (c) provide assessments of the effects of measures designed to deal with the adverse effects of climate change;
- (d) identify efficient state-of-the-art technologies and know-how designed to counter the adverse effects of climate change and advise on their development, transfer and adaptation to the conditions of Members of the Centre;
- (e) provide advice on scientific programmes, international co-operation in research and development relating to climate change, as well as on developing relevant endogenous capabilities;
- (f) respond to Members requesting scientific, technological and methodological information on climate change and adaptation to the adverse effects thereof;
- (g) identify environmental projects in respect of which the Centre could perform the functions of executing agency;
- (h) provide secretarial services for the meetings of the Council and subsidiary bodies of the Centre;
- (i) co-ordinate the work of the Centre with that of interested inter-governmental and non-governmental bodies;
- (j) under the authority of the Council, conclude such administrative and contractual arrangements as may be required for the effective performance of its functions;
- (k) prepare the draft recurrent budget for submission to the Board for examination and approval;
- (l) prepare the Work Programme of the Centre for submission to the Board for examination and approval.

Article 16

The Reserve Fund

1. The Centre shall establish a Reserve Fund along the lines set out in this Article.
2. The resources of the Reserve Fund shall consist of the following:
 - (a) grants from international donors and sponsors of the Centre;
 - (b) grants from Members and Associate Members;
 - (c) grants from entities, public and private, which are not sponsors of the Centre;
 - (d) unspent balances from the annual budgets of the Centre;
 - (e) revenues derived from the operations of the Centre;
 - (f) income from investments of the Centre.
3. The resources of the Reserve Fund shall be employed to finance the recurrent and capital budgets of the Centre.

4. Withdrawal of resources from the Reserve Fund shall require the prior authorisation of the Chairmen of the Board and the Council acting jointly.
5. The resources of the Reserve Fund shall be held in such liquid form as the Board may determine, provided that whenever it is in the interest of the Centre, the resources of the Reserve Fund may be invested in the securities of the Region.
6. Investments mentioned in paragraph 5 shall be made by the Director of the Technical Secretariat with the approval of the Board and the Council.
7. The finances of the Reserve Fund shall be audited annually by the auditors appointed by the Centre to audit its accounts. The Report of the Auditors shall be submitted to the Board for consideration and approval.

Article 17

Transitional Arrangements

1. Pending the establishment of the Reserve Fund, the Government of the Member in whose territory the Headquarters of the Centre is to be located, shall advance to the Technical Secretariat such amounts as may be necessary for the efficient functioning of the Technical Secretariat.
2. The advances mentioned in paragraph 1 shall constitute a charge on the resources of the Reserve Fund to be liquidated as soon as practicable after the establishment of the Reserve Fund or, with the consent of the Government of the Member where the Headquarters of the Centre is to be located, may be applied to augment the resources of the Reserve Fund.
3. Pending the appointment of the Director, the Government of the Member in whose territory the Headquarters is to be located, may second to the Technical Secretariat, on terms and conditions to be agreed with the Secretary-General of the Caribbean Community, a senior official to manage the affairs of the Technical Secretariat in the interest of the Centre. In the performance of his duties, the seconded official shall be subject to the provisions of paragraph 4 of Article 8.

The Headquarters of the Centre shall be established and located in the territory of a Member which shall accord to the Centre and the staff of the Technical Secretariat the rights, privileges and immunities set out in this Agreement.

Article 19

Status, Privileges and Immunities

Members shall accord to the Centre within their jurisdictions, the status, immunities, exemptions and privileges set out in Articles 20 to 27 in order to enable it to effectively fulfil its objectives and carry out the functions entrusted to it.

Article 20

Legal Status of the Centre

1. The Centre shall possess full juridical personality and, in particular, full capacity to:
 - (a) contract;
 - (b) acquire and dispose of moveable and immovable property;
 - (c) institute legal proceedings.
2. The Centre may enter into agreements with Members, third States and other international organisations for the achievement of its objectives.
3. In any legal proceedings, the Centre shall be represented by the Director.

Article 21

Legal Process

1. The Centre shall be immune from every form of legal process, except in cases arising out of or in connection with the purchase of land, securities or merchantable commodities, in which cases actions may be brought against the Centre in a court of competent jurisdiction in the Territory of a Member in which the Centre has an office or in a non-Member State where the Centre has appointed an agent for the purpose of accepting service or notice of process.
2. Notwithstanding the provisions of paragraph 1, no action shall be brought against the Centre by a Member or any agency thereof, or by any entity or person directly or indirectly acting for or deriving claims from a Member. Members shall have recourse to such special procedures for the settlement of disputes between the Centre and its Members as may be provided for in this Agreement.
3. The Centre, its property and assets wheresoever located and by whomsoever held, shall be immune from all forms of seizure, attachment or execution before delivery of final judgment against the Centre.
4. Nothing in this Agreement shall be construed as disentitling a person aggrieved by a motor vehicle accident from instituting legal proceedings against the Centre, its officials, representatives or experts.

Article 22

Immunity of Assets and Archives

1. Property and assets of the Centre, wherever located and by whomsoever held, shall be immune from search, requisition, confiscation, expropriation or any other form of taking or foreclosure by executive or legislative action.
2. The archives of the Centre and, in general, all documents belonging to or held by the Centre, shall be inviolable, wherever located.

Article 23

Freedom of Assets from Restrictions

To the extent necessary to achieve the objectives and perform the functions of the Centre effectively, and subject to the provisions of the Agreement, the Centre:

- (a) may hold assets of any kind and operate accounts in any currency;
- (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 24

Privilege for Communications

Official communications of the Centre shall be accorded by each Member, treatment not less favourable than that it accords to the official communications of any other Member.

Article 25

Privileges and Immunities of Centre Personnel

The Director, other senior officials of the Centre notified to and approved by the Government of Members, Members of the Board and Council, and experts performing missions for the Centre:

- (a) shall be immune from legal process in respect of acts performed by them in their official capacity;
- (b) shall, unless they are local citizens or nationals, be accorded such immunities from immigration restrictions, alien registration requirements and national service obligations, and such facilities as regards exchange regulations as are not less favourable than those accorded by Members concerned to the representatives, officials and experts of comparable rank of any other Member;
- (c) shall be granted such repatriation facilities in time of international crisis as are not less favourable than those accorded by the Members concerned to the representatives, officials and experts of comparable rank of any other Member.

Article 26

Exemption from Taxation

1. The Centre, its assets, property, income, operations and transactions shall be exempt from all direct taxation and from all customs duties on goods imported for its official use.
2. Notwithstanding the provisions of paragraph 1 of this Article, the Centre shall not claim exemption from taxes which are no more than charges for public utility services.
3. The Centre will not normally claim exemption from excise duties and from taxes on the

sale of moveable and immoveable property which form part of the price to be paid. Nevertheless, where the Centre is making important purchases for official use of property on which such duties and taxes have been charged or are chargeable, Members shall, whenever possible, make appropriate administrative arrangements for the remission or the return of the amount of duty or tax.

4. Articles imported under an exemption from customs duties as provided by paragraph 1 of this Article, or in respect of which a remission or return of duty or tax has been made under paragraph 3, shall not be sold in the territory of the Member granting the exemption, remission or retrieve except under conditions agreed with the Member.

5. No tax shall be levied on or in respect of salaries and emoluments paid by the Centre to the Directors, Officials or Experts performing missions for the Centre. However, Members reserve the right to tax their own citizens, nationals or persons permanently resident in the territories of such Members.

Article 27

Waiver of Immunities, Exemptions and Privileges

1. The exemptions, immunities and privileges provided in Articles 21-27 are granted in the interest of the Centre. The Council may waive to such extent and upon such conditions as it may determine, the immunities, exemptions and privileges provided in the said Articles in cases where such action would, in its opinion, be appropriate in the best interest of the Centre.

2. The Director shall have the right and duty to waive any immunity, exemption or privilege in respect of any official or expert performing a mission for the Centre where, in his opinion, the immunity, exemption or privilege would impede the course of justice and could be waived without prejudice to the interests of the Centre.

3. In similar circumstances and under the same conditions, the Council shall have the right and duty to waive any immunity, exemption or privilege in respect of the Director.

Article 28

Implementation

Every Member shall take appropriate steps to make the provisions of Articles 21-27 effective within its jurisdiction and shall inform the Centre promptly.

Article 29

Questions of Interpretations and Application

1. Any question of interpretation or application of the provisions of this Agreement not otherwise expressly provided for shall be submitted to the Council for decision.

2. In any case where the Council has given a decision under paragraph 1 of this Article,

any Member may require that the question be referred to an arbitral tribunal whose decision shall be final. Pending the decision of the arbitral tribunal, the Centre, as it considers necessary, may act on the basis of the decision of the Council.

Article 30

Constitution of Arbitral Tribunal

1. Each of the Members parties to a dispute shall be entitled to appoint one arbitrator. The two arbitrators chosen by the parties shall be appointed within fifteen days following the decision to refer the matter to arbitration. The two arbitrators shall, within fifteen days following the date of their appointments, appoint a third arbitrator who shall be the Chairman. As far as practicable, the arbitrators shall not be nationals of any of the parties to the dispute.
2. Where either party to the dispute fails to appoint its arbitrator under paragraph 1, the Secretary-General shall appoint the arbitrator within ten days. Where the arbitrators fail to appoint a Chairman within the time prescribed, the Secretary-General shall appoint a Chairman within ten days.
3. Where more than two Members are parties to a dispute, the parties concerned shall agree among themselves on the two arbitrators to be appointed within fifteen days following the decision to refer the matter to arbitration and the two arbitrators shall within fifteen days of their appointment appoint a third arbitrator who shall be the Chairman.
4. Where no agreement is reached under paragraph three, the Secretary-General shall make the appointment within ten days and where the arbitrators fail to appoint a Chairman within the time prescribed the Secretary-General shall make the appointment within ten days.
5. Notwithstanding paragraphs 1, 2, 3 and 4, Members parties to a dispute may refer the matter to arbitration and consent to the Secretary-General appointing a sole arbitrator who shall not be a national of a party to the dispute.

Article 31

Rules of Procedure of Arbitral Tribunal

1. Subject to the relevant provisions of this Agreement, the Arbitral Tribunal shall establish its own rules of procedure.
2. The procedures shall assure a right to at least one hearing before the Arbitral Tribunal as well as the opportunity to provide initial and rebuttal written submissions.
3. The Arbitral Tribunal's hearings, deliberations and initial report, and all written submissions to and communications with the Arbitral Tribunal, shall be confidential.
4. The Arbitral Tribunal may invite any Member to submit views orally or in writing.

5 The award of the Arbitral Tribunal shall be confined to the subject-matter of the dispute and shall state the reasons on which it is based.

6. Where the parties cannot agree on the interpretation or implementation of the award, either party may apply to the Arbitral Tribunal for a ruling within thirty days of the award. The term of the Arbitral Tribunal shall come to an end unless an application for a ruling has been received, in which case it shall continue for such reasonable time, not exceeding thirty days, as may be required to make the ruling.

7. Decisions of the Arbitral Tribunal shall be taken by a majority vote of its members and shall be final and binding on the Members parties to the dispute.

Article 32

Third Party Intervention

A Member which is not a party to a dispute, on delivery of a notification to the parties to a dispute and to the Secretary-General, shall be entitled to attend all hearings and to receive written submissions of the parties to a dispute and may be permitted to make oral or written submissions to the Arbitral Tribunal.

Article 33

Additional Information from Experts

Where proceedings have commenced, the Arbitral Tribunal may, on its own initiative or on the request of a party to the dispute, seek information and technical advice from any expert or body that it considers appropriate, provided that the parties to the dispute so agree and subject to such terms and conditions as the parties may agree.

Article 34

Expenses of Arbitral Tribunal

1. The expenses of the Arbitral Tribunal, including the fees and subsistence allowances of arbitrators and experts engaged for the purposes of a dispute, shall be borne equally by the Members parties to the dispute unless the Arbitral Tribunal, taking into account the circumstances of the case, otherwise determines.

2. Where a third party intervenes in the proceedings, the party shall bear the costs associated with the intervention.

Article 35

Signature

This Agreement shall be open for signature by any of the States or countries referred to in paragraph 1 of Article 3.

Article 36

Ratification

This Agreement and any amendments thereto shall be subject to ratification by signatory States in accordance with their respective constitutional procedures. Instruments of ratification shall be deposited with the Government of the host country which shall transmit certified copies thereof to the other signatory States.

Article 37

Entry Into Force

This Agreement shall enter into force upon the deposit of the seventh instrument of ratification with the Government of the host country.

Article 38

Registration

This Agreement and any amendments thereto shall be registered with the Secretariat of the United Nations in accordance with Article 102 of the Charter.

Article 39

Accession

1. Any country to which paragraph 2 of Article 3 applies may accede to this Agreement and become a Contracting Party on such terms and conditions as the Council may decide.
2. Instruments of Accession shall be deposited with the Depositary.

Article 40

Withdrawal

1. A Contracting Party may withdraw from this Agreement by giving three years' notice in writing to the Depositary who shall promptly notify the other Contracting Parties accordingly and the withdrawal shall take effect three years after the date on which the notice has been received by the Depositary, unless the Contracting Party before the withdrawal becomes effective notifies the Depositary in writing of the cancellation of its notice of withdrawal.
2. A Contracting Party that withdraws from this Agreement undertakes to honour any financial or other obligations duly assumed as a Contracting Party; this includes any matter relating to an appeal filed before withdrawal becomes effective.

Article 41

Implementation

The Contracting Parties shall take all necessary action, whether of a legislative, executive or

administrative nature, for the purpose of giving effect to this Agreement. Such action shall be taken as expeditiously as possible, and the Director shall be informed accordingly.

IN WITNESS WHEREOF the undersigned duly authorised in that behalf by their respective Governments have executed this Agreement.

DONE at _____ on the _____ day of _____ 2002.

Signed by
for the Government of Anguilla on the _____ day of _____ 2002
at _____

Signed by
for the Government of Antigua and Barbuda on the _____ day of _____ 2002
at _____

Signed by
for the Government of Barbados on the _____ day of _____ 2002
at _____

Signed by
for the Government of Belize on the _____ day of _____ 2002
at _____

Signed by
for the Government of the British Virgin Islands on the _____ day of _____ 2002
at _____

Signed by
for the Government of the Commonwealth of Dominica on the _____ day
of _____ 2002
at _____

Signed by
for the Government of Grenada on the _____ day of _____ 2002
at _____

Signed by
for the Government of the Co-operative Republic of Guyana on the _____ day
of _____ 2002
at _____

Signed by
for the Government of Haiti on the _____ day of _____ 2002

at

Signed by
for the Government of Jamaica on the day of 2002
at

Signed by
for the Government of Montserrat on the day of 2002
at

Signed by
for the Government of St. Kitts and Nevis on the day of 2002
at

Signed by
for the Government of Saint Lucia on the day of 2002
at

Signed by for the Government of St. Vincent and the Grenadines on the day
of 2002
at

Signed by
for the Government of the Republic of Suriname on the day of 2002
at

Signed by
for the Government of the Republic of Trinidad and Tobago on the day
of 2002
at

Signed by
for the Government of Bermuda on the day of 2002
at

Signed by
for the Government of the Turks and Caicos Islands on the day of 2002