

AGREEMENT ESTABLISHING THE
CARIBBEAN ENVIRONMENTAL HEALTH INSTITUTE

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THE CONTRACTING PARTIES:

SEIZED with a common determination to improve the environmental health standards and consequently the quality of life of the people of the Caribbean Region, as articulated in the 1977 Declaration on Health of the Conference of Ministers Responsible for Health;

RECOGNISING the need for a regional organisation to stimulate, coordinate and play a catalytic role in environmental management and environmental health, particularly in the areas of manpower development, project development, information collection and dissemination, and applied research;

AWARE that a regional approach to the solution of environmental problems will not only be more cost effective but also aid the integration effort in a meaningful manner;

CONVINCED that the establishment of a regional institution for environmental management, with emphasis on environmental health, will expedite work on programmes designed to achieve the stated goals;

HEREBY AGREE AS FOLLOWS:

ARTICLE 1

ESTABLISHMENT

The Caribbean Environmental Health Institute (hereinafter referred to as "the Institute") is hereby established, having the membership, powers and functions hereinafter specified.

ARTICLE 2

MEMBERSHIP

1. 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.

2. 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;

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- (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;

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(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) One member nominated by:-
 - (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, ^{Guyana} University of/ 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 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 reappointment 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 Institute;
- (f) except as is otherwise provided exercise control over appointments, and termination of appointments;
- (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 any time 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.

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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 reappointment.
4. The Deputy Chairman shall be elected by the Board from among its 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 as may be agreed on with the Community;
- (g) the submission of an annual report to the Board;
- (h) preparation annually for approval by the Board of work programmes for the next following three financial years;
- (i) preparation annually for the approval by the Board of Directors, of estimates of expenditure for the next following financial year.

2. 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, 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 of the Caribbean Community Secretariat shall negotiate suitable arrangements with the Government of Saint Lucia for the establishment of the Headquarters 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 movable 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 cooperate with international organisations active in similar fields and may seek all appropriate contacts with a view to cooperating with other Institutions in similar fields.

ARTICLE 16

IMMUNITIES AND PRIVILEGES OF INSTITUTE PERSONNEL

The Executive Director and 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, 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 Secretariat 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.

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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 which becomes a Member or Associate Member of the Caribbean Community or any other State of the Caribbean Region approved by the Governing Body of the Institute 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.

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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 Instruments 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

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 Secretariat shall convene the Inaugural Meeting of the Board of Directors.

ANNEX

(Article 2)

LIST OF STATES

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

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

Done at Georgetown, this 10th day of July, One thousand nine hundred and eighty in a single copy which shall be deposited with the Caribbean Community Secretariat which shall transmit certified copies to all the Contracting States.

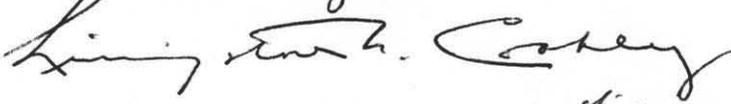
Signed by


For the Government of Antigua on 82:06:08

at

Botolph, Antigua

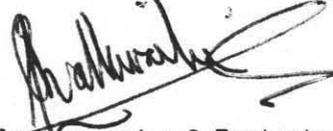
Signed by


For the Government of Bahamas on 1st March 1988.

at

George Town, Guyana.

Signed by


For the Government of Barbados on 81-07-15

at

Belize City, Belize

Signed by


For the Government of Belize on 25 January 1982

at

St. Kitts - Nevis

Signed by

For the Government of Bermuda on

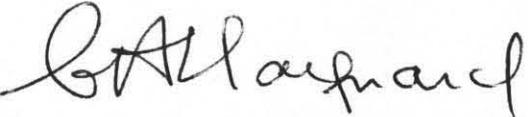
at

Signed by

For the Government of Cayman Islands on

at

Signed by


For the Government of Commonwealth of Dominica on 15th July 1981

at

~~Georgetown~~ Belize City,
Belize, / ...

Signed by *[Signature]* 17th July 1980
For the Government of Grenada on

at *St. Peter's Grenada*

Signed by *[Signature]*
H. Amelto
Green

For the Government of Guyana on 1st August 1980

at *Homestead Ave, Georgetown, Corp Republic of GUYANA.*

Signed by *[Signature]*
For the Government of Jamaica on

at *Belize City Belize 15/7/81.*

Signed by *[Signature]*
JOHN DUBLIN
PHYSICIAN MONTSERRAT.

For the Government of Montserrat on 15/7/81

at

Signed by *S. Earl Morris*

For the Government of St. Christopher-Nevis-Anguilla on 30th Mar, '81

at *Basseterre, St. Kitts.*

Signed by *[Signature]*
J. A. Louisa

For the Government of Saint Lucia on 17th July 1980

at *St. Peter's Grenada.*

Signed by *[Signature]*
Aster R. Bellantyne

For the Government of St. Vincent and the Grenadines on 26.1.82

at *Kingstown, St. Vincent & the Grenadines*

Signed by *[Signature]*
Emanuel Hoar

For the Government of Trinidad and Tobago on 89.06.09

at *Port of Spain, Trinidad and Tobago*

Signed by *[Signature]*
[Signature]

For the Government of Turks and Caicos Islands on 18th October '82

at *Grand Turk.*

Signed by *Ralph J. O'Neal*

For the Government of Virgin Islands (British) on 16th July 1981

at *Belize City, Belize.*