



CARICOM TRAVEL CARD
(CARIPASS) TREATY

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PREAMBLE:

The Contracting Parties,

RECALLING the decision of the Twenty-Eighth Meeting of the Conference of CARICOM Heads of Government held in July 2007 where it was agreed, in principle, to the creation of a virtual single domestic space supported by a voluntary regime of the CARICOM Travel Card;

DESIROUS of fully cooperating in the establishment, implementation and operation of the CARIPASS System;

MINDFUL of further developing the institutional knowledge and strengthening of the security mechanisms that were established for the Cricket World Cup 2007 (CWC 2007);

FURTHER RECALLING the right of CARICOM nationals to a guaranteed minimum stay in Members participating in the CARICOM Single Market;

ACKNOWLEDGING that ease of travel will enhance the efficacy of the CARICOM Single Market and improve the operation and function of a single domestic space;

CONVINCED that the CARIPASS will facilitate hassle free travel across the CARICOM region, as endorsed by the Twenty-Ninth Meeting of the Conference of Heads of Government held in July 2008;

RECOGNISING the need to balance freedom of movement of persons in a single domestic space with adequate security measures through a secure and trusted CARIPASS System;

HAVE AGREED AS FOLLOWS:

ARTICLE 1

USE OF TERMS

In this Treaty –

"ACIS" means the Advance Cargo Information System;

"APIS" means the Advance Passenger Information System;

"API hit" means a name present in the Regional or International Watch List Systems;

"BMS" means Border Management Systems and refers to the independent database driven systems deployed in the Contracting Parties specifically to assist Immigration authorities in capturing and monitoring travel movements occurring at authorised ports of entry and exit;

"biometric data" means information relating to any unique biological or behavioural characteristic of an individual such as a facial image, fingerprints or retinal scan which may be used to verify the identity of the individual;

"CARICOM" means the Caribbean Community, including the CARICOM Single Market and Economy established under the Revised Treaty of Chaguaramas, signed in The Bahamas on 5 July 2001;

"CARIPASS" means the CARICOM Travel Card issued by Contracting Parties to facilitate speedier and more efficient travel across international borders of Contracting Parties;

"CARIPASS National Coordinating Unit" means the entity established under Article 15 of this Treaty;

"CARIPASS National Coordinator" means the person appointed under Article 15 of this Treaty to establish and manage the CARIPASS System at the national level;

"CARIPASS System" has the meaning assigned under Article 3 of this Treaty;

"CONSLE" means the Council for National Security and Law Enforcement;

"Contracting Parties" mean the Members that have become parties to this Treaty;

"Court" means any judicial tribunal charged with the responsibility of administering justice;

"E/D Card" means the standardised embarkation or disembarkation card or forms which all persons entering and exiting Contracting Parties are required to complete and submit;

"Executing Agency" means IMPACS and its sub-agencies;

"IMPACS" means the CARICOM Implementation Agency for Crime and Security established by the Agreement signed by Members at Basseterre, Saint Christopher and Nevis on 6 July 2006;

"International Watch List" means a watch list used in relation to persons of interest to the international law enforcement and intelligence community;

"JRCC" means the Joint Regional Communication Centre a sub-agency of IMPACS established pursuant to the October 2006 decision of the Twenty-First Meeting of the Bureau of the Conference of Heads of Government, held in St. Kitts and Nevis, to operate APIS; and retained pursuant to the February 2007 decision of the Eighteenth Inter-Sessional Meeting of Heads of Government, held in St. Vincent and the Grenadines, to securely process and manage passenger and other information;

"Member" means a Member of CARICOM within the meaning of Article 3 of the Revised Treaty but does not include an Associate Member within the meaning of Article 231 of the Revised Treaty;

"national" means a person who –

(a) is a citizen of a Member State; or

(b) has a connection with that State of a kind which entitles him to be regarded as belonging to, being a native of, or a resident of that State for the purposes of the laws relating to immigration of such State;

"personal information" means a collection of facts which relate to a natural living person by which such person may be identified and includes surnames, given names, gender, nationality or citizenship, passport number, date of birth and place of birth;

"Regional Watch List" means a watch list used in relation to persons of interest to the regional law enforcement and intelligence community;

"RBCS" means Regional Border Control System and refers to the application deployed at the JRCC which forms the core of the APIS framework;

"Revised Treaty" means the Revised Treaty of Chaguaramas Establishing the Caribbean Community including the CARICOM Single Market and Economy signed in The Bahamas on 5 July 2001 and which came into effect on 1 January 2006;

"RIFC" means the Regional Intelligence Fusion Centre, a sub-agency of IMPACS, established as a permanent entity for the management of CARICOM's intelligence and threat assessment infrastructure, pursuant to the February 2007 decision of the Eighteenth Inter-Sessional Meeting of the Heads of Government held in St. Vincent and the Grenadines;

"security vetting" means the process of conducting checks in order to make an assessment of the -

- (a) validity and authenticity of documents required under Article 7 of this Treaty;
or
- (b) integrity, character, antecedents and personal circumstances of an applicant to determine whether he or she is a suitable person to be issued a CARIPASS;

"Secretary-General" means the Secretary-General of the Caribbean Community appointed pursuant to Article 24 of the Revised Treaty;

"single domestic space" means the single space created among the Contracting Parties that have agreed to facilitate travel across the international borders of the Contracting Parties; and

"watch list" means a list that is used to watch or track the current activity or movements of criminals – including terrorists and persons who have been found guilty of involvement with stolen and lost travel documents (SLTD); criminal deportees and other persons of interest to the intelligence community.

ARTICLE 2

OBJECTIVES OF THE TREATY

This Treaty provides a framework for functional cooperation and collaboration for the purposes of –

- (a) establishment, implementation and operation of the CARIPASS System in Contracting Parties; and
- (b) use of the CARIPASS within the Contracting Parties.

ARTICLE 3

LEGAL STATUS OF THE CARIPASS

1. The Contracting Parties hereby establish the CARIPASS System which shall be the interlocking mechanisms at the regional and national levels which facilitate the issue of the CARIPASS and the movement and processing of CARIPASS holders at the ports of entry within the Contracting Parties to facilitate speedier and more efficient travel across the international borders of Contracting Parties.

2. The implementation of the CARIPASS System shall not affect the sovereign right of Contracting Parties to issue passports.

ARTICLE 4

UNDERTAKINGS OF CONTRACTING PARTIES IN SUPPORT OF CARIPASS

1. The Contracting Parties undertake to recognise and accept the CARIPASS as a legitimate Regional Travel Card for travel between the Contracting Parties in furtherance of the single domestic space.
2. The Contracting Parties undertake to issue the CARIPASS in furtherance of the objectives of this Treaty, however, the CARIPASS shall remain the property of the issuing Contracting Party.
3. The Contracting Parties undertake to recognise and accept that the CARIPASS shall be valid for travel between Contracting Parties to this Treaty.
4. The Contracting Parties undertake to recognise and accept that the CARIPASS shall be a primary immigration inspection document for use at the designated CARIPASS automated gates, handheld scanners or other immigration checkpoints in each Contracting Party.

ARTICLE 5

SCOPE OF COOPERATION AMONG CONTRACTING PARTIES TO FACILITATE CARIPASS

The Contracting Parties shall –

- (a) implement automated electronic immigration clearances through the use of automated gates or handheld scanners at designated ports of entry that utilise swipe card technology which scans biometric data to ascertain whether or not appropriate matches are identified;
- (b) in collaboration with the Executing Agency, build on the Common CARICOM Visa Issuance Platform established for Cricket World Cup 2007 (CWC 2007); and
- (c) in collaboration with the Executing Agency, implement the necessary physical, technological, security and legal measures to facilitate the effective implementation of the CARIPASS System.

ARTICLE 6

OPERATION AND FRAMEWORK OF THE CARIPASS SYSTEM

1. The CARIPASS System shall be operated in conjunction with the BMS, APIS, ACIS and watch list or other security systems which may be agreed upon from time to time by the Contracting Parties.
2. The Executing Agency shall, *inter alia* –
 - (a) maintain a central database of all CARIPASS which shall include CARIPASS which are active, pending, expired and deactivated as well as accompanying documentation relating to such CARIPASS, in support of nationality, citizenship or resident status and the expiry date of any such document where relevant;
 - (b) report the generation of an API hit by the name of any individual to –
 - (i) the BMS of the Contracting Party which is the destination of the individual, to facilitate an appropriate immigration response; and

- (ii) the International Criminal Police Organization (INTERPOL);
 - (c) deactivate and reactivate CARIPASS when required by the CARIPASS National Coordinator, appointed pursuant to Article 15, in accordance with the procedure prescribed by the Executing Agency;
 - (d) provide technical support for the central database of the CARIPASS System;
 - (e) ensure the integration of the central database of the CARIPASS System within the RBCS operated by the Executing Agency;
 - (f) prescribe the format for the Regional Watch List.
3. The Contracting Parties shall assist in ensuring integrity of the operation of the CARIPASS System by –
- (a) undertaking to, where necessary, update the Regional Watch List on a timely basis in accordance with the format prescribed by the Executing Agency;
 - (b) providing adequate space in passport offices or other designated areas to facilitate interviews and the capture and storage of biometric data of CARIPASS applicants; and
 - (c) providing funds to cover monthly recurring costs including but not limited to –
 - (i) identification and allocation of staff to operate and manage the CARIPASS System;
 - (ii) high-speed broadband Internet facilities for access and connection to local BMS and the JRCC; and
 - (iii) reliable electrical power including back up generating capacity where appropriate.
4. The Contracting Parties shall install automated gates in a minimum space of 1.524 metres by 1.524 metres at outbound and inbound immigration in airports.
5. Notwithstanding paragraph 4, a Contracting Party may utilise handheld scanners at outbound and inbound immigration where it is unable to install automated gates.
6. The Contracting Parties shall, in relation to CARIPASS automated gates or handheld scanners, –
- (a) station immigration officials in close proximity to the CARIPASS automated gates or handheld scanners to monitor and provide assistance to passengers in the event of system failure or coded denials; and
 - (b) designate a CARIPASS lane at ports of entry to accommodate CARIPASS holders in the event the automated gates or handheld scanners are not operational at the time.

ARTICLE 7

ELIGIBILITY FOR CARIPASS

1. (1) To be eligible to apply for the issue of a CARIPASS an applicant must be either –
- (a) a CARICOM national of one or more of the Contracting Parties; or

- (b) a non-CARICOM national who has legal resident status in one or more of the Contracting Parties;

who does not require a visa to enter any of the Contracting Parties.

(2) Where an applicant has permanent resident status or holds a work or study permit or visa he or she –

- (a) shall provide proof of status, in the form of a residency certificate or official permit; and

- (b) must at the time of application have permission to legally reside for at least one year in the territory of the Contracting Party where the application is being made.

(3) For the purposes of this paragraph “legal resident status” means having permanent resident status or holding a work or study permit or visa.

2. An applicant for CARIPASS shall be no less than 16 years of age.

3. Subject to paragraph 2, an applicant who has not yet attained the age of majority, as stipulated by the laws of the Contracting Party in which the application is being made, must submit –

- (a) his or her application in accordance with the requirements of this article; and

- (b) the written consent of his or her parent or guardian.

4. An applicant who is eligible to apply for a CARIPASS in more than one Contracting Party shall, in support of his or her application provide the relevant documents as specified in Article 8 paragraph 3, issued by the Contracting Party in which the application is made.

5. An applicant who fails to provide acceptable biometric data is not eligible for the issue of a CARIPASS.

ARTICLE 8

APPLICATION FOR AND ISSUE OF CARIPASS

1. An applicant for a CARIPASS shall –

- (a) submit his or her application to the CARIPASS National Coordinator;

- (b) participate in an interview designed to ascertain his or her eligibility for the issue of a CARIPASS and to capture his or her biometric data; and

- (c) submit, together with his or her application, proof of payment of the relevant non-refundable processing fee.

2. An application will not be considered where there is no proof of payment of the processing fee submitted together with such application.

3. (1) The passport of an applicant shall be the primary source document in the CARIPASS application process.

(2) At the time of application the applicant shall present his or her passport which must be valid for a minimum period of six months from the date of the application.

(3) Where the passport of the applicant is machine readable such passport shall be sufficient proof of citizenship in the country from which such passport was issued.

(4) Where the passport of the applicant is not machine readable the applicant shall also be required to submit a certified copy of his or her birth certificate.

4. The CARIPASS National Coordinator and the CARIPASS National Coordinating Unit shall collaborate with the designated immigration office to facilitate applications for and issue of CARIPASS.

5. The application process shall take place in a designated immigration office facilitated by immigration personnel utilising a local CARIPASS server.

6. The CARIPASS National Coordinating Unit shall not issue a CARIPASS where –

(a) the applicant refuses to or fails to provide biometric data deemed acceptable by the immigration office;

(b) the name of the applicant is contained in Regional or International Watch List Systems; or

(c) the applicant otherwise does not pass the security vetting process.

7. (1) Where an applicant has been refused a CARIPASS the applicant may apply to the Minister charged with responsibility for immigration for a review of the decision of the CARIPASS National Coordinating Unit.

(2) Where pursuant to sub-paragraph (1) an application is made to the Minister, the decision of the Minister shall be final and conclusive.

ARTICLE 9

LENGTH AND EXTENSION OF STAY

1. CARICOM nationals who are holders of a CARIPASS shall be granted an automatic stay of six months in any Contracting Party.

2. Non-CARICOM nationals who are holders of a CARIPASS shall be granted an automatic stay of three months in any Contracting Party.

3. (1) Extension of stay within a Contracting Party may be granted at the discretion of the Immigration authorities who shall forthwith notify the CARIPASS National Coordinator of such extension.

(2) The CARIPASS National Coordinator shall then update the CARIPASS System regarding such extension.

ARTICLE 10

VALIDITY AND EXPIRATION OF A CARIPASS

1. Where a CARIPASS has been issued such CARIPASS shall be valid for a specified period.

2. A CARIPASS shall be issued for a period of one year or alternatively for a period of three years.

3. A CARIPASS shall expire at the end of the period for which it has been issued.

ARTICLE 11

CANCELLATION AND DEACTIVATION OF A CARIPASS

1. The CARIPASS National Coordinator shall require the deactivation of a CARIPASS if the holder of such CARIPASS is required by a court Order to surrender his or her passport or other travel documents.
2. Where pursuant to paragraph 1, a CARIPASS has been deactivated the CARIPASS shall remain deactivated until the court makes an Order for the return of the CARIPASS holder's passport or other travel documents.
3. The CARIPASS National Coordinator may issue a Cancellation or Deactivation Order to the Executing Agency, in the manner prescribed by the Executing Agency, where the CARIPASS National Coordinator is satisfied that –
 - (a) the information provided by the CARIPASS holder in his or her application was false or deliberately misleading;
 - (b) the CARIPASS has been reported as lost or stolen;
 - (c) the CARIPASS has been altered, significantly damaged or destroyed;
 - (d) that an attempt has been made to duplicate the CARIPASS or to do anything to enable it to be duplicated;
 - (e) the CARIPASS holder has failed to surrender the CARIPASS when instructed to do so;
 - (f) there has been a change of circumstances thereby rendering the CARIPASS holder ineligible for CARIPASS; or
 - (g) the CARIPASS holder has become totally incapacitated or has died.
4. (1) Where the CARIPASS National Coordinator has cancelled or deactivated a CARIPASS the CARIPASS holder may apply to the CARIPASS National Coordinating Unit for a review of the decision to cancel or deactivate his or her CARIPASS. The CARIPASS National Coordinator shall not be present at nor participate in any such review.

(2) Where a CARIPASS holder wishes a review of the decision of the CARIPASS National Coordinating Unit, made pursuant to sub-paragraph (1), such CARIPASS holder may apply to the Minister responsible for immigration for such review.

(3) The decision of the Minister shall be final and conclusive.
5. CARIPASS holders shall be required to notify the local police and the CARIPASS National Coordinating Unit if there is knowledge or reason to suspect that the CARIPASS has been lost, stolen, damaged, tampered with or destroyed.
6. Where a CARIPASS holder has notified the local police and the CARIPASS National Coordinating Unit pursuant to paragraph 5, the CARIPASS holder shall be issued a new CARIPASS within a specified time in accordance with replacement procedures governing instances in which a CARIPASS has been lost, stolen, damaged, tampered with or destroyed. Such procedures shall be prescribed by the Executing Agency.

ARTICLE 12

OFFENCES

Contracting Parties shall legislate that it shall be an offence to –

- (a) alter, tamper with or destroy a CARIPASS;
- (b) be found in unlawful possession of a CARIPASS;
- (c) falsely represent a right to possession of a CARIPASS that belongs to someone else;
- (d) obtain a CARIPASS through false representation;
- (e) part with possession of a CARIPASS without due authorisation or for an unlawful purpose; or
- (f) by wilful neglect, allow any person to obtain possession of the CARIPASS holder's CARIPASS.

ARTICLE 13

REVENUE

1. All fees and charges collected pursuant to this Treaty shall be paid in United States Dollars to a designated United States Dollars account established in each Contracting Party for the purposes of operating, maintaining and upgrading the CARIPASS System.
2. In accordance with paragraph 1, Contracting Parties shall permit the establishment of accounts for the purposes specified in paragraph 1 and shall allow the unfettered transfer of fees deposited in these accounts to the Central CARIPASS account to be established in one of the Contracting Parties by IMPACS.
3. The revenue obtained shall first be applied to cover the cost of operations and maintenance including upgrades of the CARIPASS System.
4. Subject to paragraph 3 where there is any surplus the revenue shall be used to offset the financing of the wider regional Crime and Security Agenda of the Security Management Framework established at the Twenty-Sixth meeting of the Conference of Heads of Government, Saint Lucia, July 2005.
5. The revenue obtained shall not be used to cover recurring costs as outlined under Article 6 (3) (c).
6. All fees charged in connection with CARIPASS shall be approved by CONSLE.

ARTICLE 14

REGIONAL MANAGEMENT OF CARIPASS SYSTEM

1. IMPACS is charged with the responsibility of –
 - (a) supervising the technical, administrative and budgetary support functions of the CARIPASS System;

- (b) examining and resolving any difficulties of application that may arise during the operation of the CARIPASS System;
 - (c) facilitating the harmonisation of national procedures and practices with regard to processing and protection of biometric data and personal information recorded in the CARIPASS System;
 - (d) implementing systems in relation to biometric data and personal information recorded in the CARIPASS System that ensure the protection of that information when it is accessed, stored or disclosed by IMPACS;
 - (e) auditing the operation of the CARIPASS System; and
 - (f) overseeing the work of the CARIPASS National Coordinating Unit in each Member.
2. CONSLE may assign other related functions to IMPACS as deemed necessary.
 3. CONSLE may where it thinks fit assign the regional management of the CARIPASS System to an entity other than IMPACS or to another entity jointly with IMPACS.

ARTICLE 15

THE CARIPASS NATIONAL COORDINATING UNIT AND CARIPASS NATIONAL COORDINATOR

1. Each Contracting Party shall establish a CARIPASS National Coordinating Unit within its territory to oversee the implementation and operation of the CARIPASS System.
2. The CARIPASS National Coordinating Unit shall comprise –
 - (a) the CARIPASS National Coordinator;
 - (b) the Chief of Immigration or his or her designate;
 - (c) the Comptroller of Customs or his or her designate; and
 - (d) the Commissioner of Police or his or her designate.
3. Where a Contracting Party deems it appropriate, the CARIPASS National Coordinating Unit may also include operational heads or their designates such as the Heads of the Special Branch and the Intelligence Services.
4. Where a Contracting Party deems it necessary the CARIPASS National Coordinating Unit may also be assisted in overseeing the implementation and operation of the CARIPASS System by Government Information Services and selected experts in Information Technology, Law or other required areas.
5. The CARIPASS National Coordinating Unit shall oversee the national administration and maintenance of the CARIPASS System in consultation with IMPACS.
6. Each Contracting Party shall designate a CARIPASS National Coordinator who shall be a member of the CARIPASS National Coordinating Unit and who shall be charged with responsibilities which shall include –
 - (a) reporting to the CARIPASS National Coordinating Unit;
 - (b) establishing and managing a local administrative unit to operate, maintain and regulate the CARIPASS System;

- (c) receiving and processing CARIPASS applications;
- (d) working with the designated immigration office to facilitate applications for and issue of CARIPASS;
- (e) in accordance with Article 17, implementing measures designed to ensure the integrity of information provided by applicants to facilitate the issuance of CARIPASS;
- (f) maintaining contact with law enforcement agencies to facilitate the regular and timely update of the Regional Watch List;
- (g) updating the CARIPASS System to reflect any extensions of stay granted to CARIPASS holders;
- (h) having custody of the CARIPASS records received from the automated gates, handheld scanners or other immigration checkpoints;
- (i) submitting registered data to the Executing Agency;
- (j) submitting management reports concerning the operation of the CARIPASS System to IMPACS through the CARIPASS National Coordinating Unit;
- (k) ensuring that audits of the operation of the CARIPASS System are conducted in accordance with the requirements of IMPACS;
- (l) submitting the results of the audits of the operation of the CARIPASS System to IMPACS through the CARIPASS National Coordinating Unit;
- (m) implementing, at the national level, the CARIPASS Public Education Strategy coordinated by IMPACS; and
- (n) such other duties as may be delegated by the CARIPASS National Coordinating Unit.

ARTICLE 16

IMMIGRATION AND CUSTOMS

1. Immigration and Customs officials may perform secondary checks on CARIPASS travellers –
 - (a) in the interest of national or regional security; or
 - (b) for the enforcement of national immigration and customs rules and controls.
2. A receipt shall be printed for the CARIPASS holder at the automated gate or handheld scanner and such receipt shall be used as proof of entry into or exit from that Contracting Party.
3. (1) Immigration officials shall require CARIPASS holders to complete the E/D Card, which will be collected along with a duplicate CARIPASS receipt by Customs and Immigration officials.
- (2) Immigration officials shall, in the event the automated gate or handheld scanner malfunctions, issue to CARIPASS holders an entry or departure record, which in the case of the entry record should include the automatic length of stay to which the CARIPASS holder is entitled.

ARTICLE 17

PROTECTION OF CONFIDENTIAL INFORMATION

Contracting Parties shall ensure that legal, administrative and organisational measures are implemented to protect the confidential information provided by applicants for the CARIPASS to the CARIPASS National Coordinating Unit.

ARTICLE 18

FREEDOM OF ASSETS FROM RESTRICTIONS

The Executing Agency may, to the extent necessary to achieve its objectives and perform its functions –

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

without being restricted by financial controls, regulations or moratoria of any kind, subject to the provisions of this Treaty.

ARTICLE 19

OWNERSHIP OF EQUIPMENT

CARIPASS automated gates, handheld scanners, computers, servers, peripheral equipment, consumable material and other equipment provided to Contracting Parties by the Executing Agency for the implementation and operation of the CARIPASS System shall remain the property of the Executing Agency.

ARTICLE 20

EXEMPTION FROM TAXATION

1. The Executing Agency, its assets, property, income, operations and transactions shall be exempt from all direct taxation and from all customs duties, fees and other charges on goods including CARIPASS automated gates, handheld scanners, computers, servers, peripheral equipment, consumable material and other equipment imported for use in the implementation or operation of the CARIPASS System.
2. Notwithstanding the provisions of paragraph 1, the Executing Agency shall not be exempt from taxes which are no more than charges for public utility services.
3. Subject to paragraph 4 the Executing Agency shall not normally be exempt from excise duties or from taxes on the sale of moveable and immoveable property which form part of the purchase price.
4. Where the Executing Agency purchases property for use in the CARIPASS System on which duties and taxes have been charged or are chargeable Contracting Parties shall, whenever possible, make administrative arrangements for the return of the amount of duty or tax.

5. Goods imported under an exemption from customs duties as provided for in paragraph 1, or in respect of which a return of duty or tax has been made under paragraph 4, shall not be sold in the territory of the Contracting Party granting exemption, remission or reprieve except under conditions agreed upon by the Contracting Party.

ARTICLE 21

ARCHIVES OF THE CARIPASS SYSTEM

1. The archives of the CARIPASS System shall be inviolable wherever located.
2. Proprietary data, confidential information and personal records shall not be placed in archives open to public inspection.

ARTICLE 22

IMPLEMENTATION

The Contracting Parties shall take all necessary measures, including legislative and administrative action, to ensure effective and efficient implementation of this Treaty.

ARTICLE 23

SETTLEMENT OF DISPUTES

1. Any dispute arising between Contracting Parties or between the Executing Agency and a Contracting Party concerning any matter arising out of, or in connection with the establishment, implementation or operation of the CARIPASS System may be settled by negotiation or other agreed mode of settlement failing which it shall be referred for final decision to an arbitral tribunal of three arbitrators at the instance of either party to the dispute.
2. Each party to the dispute shall be entitled to appoint one arbitrator within fifteen days following the request for arbitration of either party to the dispute and the two arbitrators shall within seven days of their appointments appoint a third arbitrator who shall be the Chairperson.
3. Where any party to the dispute fails to appoint an arbitrator under paragraph 2, the other party may request the President of the Caribbean Court of Justice to appoint an arbitrator within ten days.
4. Where the two arbitrators appointed under paragraph 2 or under paragraphs 2 and 3 fail to appoint a third arbitrator either party to the dispute may request the President of the Caribbean Court of Justice to, within ten days, appoint the third arbitrator who shall be the Chairperson.
5. The arbitral tribunal shall establish its own rules of procedure.
6. Decisions of the arbitral tribunal shall be taken by a majority vote of its members and shall be final and binding on the parties to the dispute.
7. Notwithstanding paragraphs 1-6 any dispute arising between Contracting Parties or between the Executing Agency and a Contracting Party concerning any matter arising out of, or in connection with the establishment, implementation or operation of the CARIPASS System, may be settled by negotiation or other agreed mode of settlement, failing which it may, by agreement between the parties to the dispute, be referred for final decision to an agreed arbitral tribunal, established with jurisdiction and rules of procedure to facilitate the hearing and determination of such disputes.

ARTICLE 24

SIGNATURE

This Treaty is open for signature by Members.

ARTICLE 25

ENTRY INTO FORCE

This Treaty shall enter into force on the day that it is signed by three Members.

ARTICLE 26

ACCESSION

After the entry into force of this Treaty any Member wishing to become a party to this Treaty shall deposit an Instrument of Accession with the Secretary-General and such accession shall take effect on the date of receipt of the Instrument by the Secretary-General who shall transmit certified copies to each Contracting Party.

ARTICLE 27

AMENDMENTS

This Treaty may be amended by the Contracting Parties and any such amendment shall enter into force on signature by all Contracting Parties.

ARTICLE 28

WITHDRAWAL

A Contracting Party may withdraw from this Treaty by giving notice in writing to the Secretary-General who shall promptly notify the other Contracting Parties and such withdrawal shall take effect twelve months after the notice is received by the Secretary-General, unless the withdrawing Contracting Party notifies the Secretary-General in writing of the cancellation of its notice of withdrawal before the effective date of the withdrawal.

IN WITNESS WHEREOF the under-mentioned representatives duly authorized in that behalf have executed this Treaty for their respective Governments.

Signed by

for the Government of Antigua and Barbuda on the

2010 at Roseau, DOMINICA



12 day of March, 2010

[illegible]


for the Government of Barbados on the day of ,2010
at

For the Government of Belize on the day of , 2010
at

For the Government of The Commonwealth of Dominica on the _____ day of _____, 2010 at _____

Signed by Lilman Thomas
For the Government of Grenada on the 12th day of MARCH, 2010
at ROSEAU, DOMINICA

For the Government of the Co-operative Republic of Guyana on the _____ day of
_____, 2010 at _____

Signed by 
For the Government of Haiti on the 12 day of March, 2010
at Roseau, DOMINICA

Signed by

For the Government of Jamaica on the day of , 2010

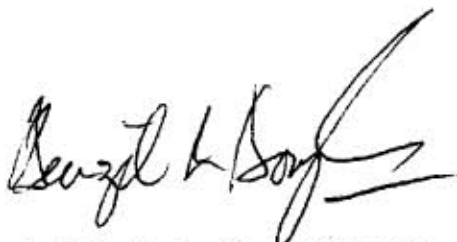
at

Signed by

For the Government of Montserrat on the day of , 2010

at

Signed by



For the Government of The Federation of Saint Kitts and Nevis on the 12th day of

MARCH , 2010 at ROSEAU, DOMINICA

Signed by



For the Government of Saint Lucia on the 11th day of March , 2010

at ROSEAU, DOMINICA

Signed by

for the Government of Saint Vincent and the Grenadines on the day of

, 2010 at

Signed by

for the Government of The Republic of Suriname on the day of

2010 at

Signed by



for the Government of the Republic of Trinidad and Tobago on the 12th day of MARCH

, 2010 at ROSEAU, DOMINICA