



**REVISED AGREEMENT  
ESTABLISHING THE CARIBBEAN  
EXAMINATIONS COUNCIL**

# REVISED AGREEMENT ESTABLISHING THE CARIBBEAN EXAMINATIONS COUNCIL

## THE PARTICIPATING GOVERNMENTS:

**RECOGNISING** the decision of the Second Conference of Heads of Government of Commonwealth Caribbean Countries held in Jamaica in January 1964, that the setting up of a Caribbean Examinations Council was a fit and proper subject for regional cooperation;

**ACKNOWLEDGING** the Agreement Establishing the Caribbean Examinations Council between the Participating Governments done at Georgetown, Guyana on the 10th day of April 1972 which, as amended by the Supplemental Agreement in relation thereto signed in 1973, gave effect to the decision of the Second Conference;

**DESIROUS** that the objectives, organs and powers of the Caribbean Examinations Council be redefined and strengthened;

**CONSCIOUS** of the need for the institution of a new system of examinations for the Area under the aegis of the Conference of Heads of Government of Commonwealth Caribbean Countries;

**DETERMINED** to enhance the effectiveness of the decision-making and implementation processes of the Caribbean Examinations Council;

## HAVE AGREED AS FOLLOWS:

### PART I GENERAL

#### ARTICLE I INTERPRETATION

In this Agreement, unless the context otherwise requires -

**"Agreement"** means the Revised Agreement Establishing the Caribbean Examinations Council;

**"Appointing Authority"** means the person or body legally empowered to perform a function;

**"Archives of the Council"** includes the question papers and other examination material, examination scripts, records, correspondence, documents, manuscripts, photographs, slides, films, sound recordings and electronic storage devices belonging to or held by the Council;

**"Area"** means -

- (a) the following territories the Governments of which are Participating Governments -

Anguilla  
Antigua and Barbuda  
The Commonwealth of the Bahamas  
Barbados  
Belize  
Cayman Islands

The Commonwealth of Dominica  
Grenada  
Guyana  
Jamaica  
Montserrat  
Saint Kitts and Nevis  
Saint Lucia  
Saint Vincent and the Grenadines  
The Republic of Trinidad and Tobago  
Turks and Caicos Islands  
The Virgin Islands;

and

- (b) territories in addition to those referred to in paragraph (a) of this Article the Governments of which are Participating Governments; and
- (c) any other territory;

**"Article"** means an Article of this Agreement;

**"Associate Member"** means any Caribbean Institution or Caribbean Territory admitted to associate membership of the Council pursuant to Article X;

**"Chairman"** means the chairman of the Council;

**"Council"** means the Caribbean Examinations Council established by Article III;

**"Deputy Chairman"** means the deputy chairman of the Council;

**"Local Registrar"** means a person appointed by the Council to administer examinations on behalf of the Council in the territory of a Participating Government;

**"National Committee"** means a committee established under Article XII;

**"Official of the Council"** means the Registrar, Pro-Registrar and any senior members of staff of the Council;

**"Original Agreement"** means the Agreement establishing the Caribbean Examinations Council done at Georgetown, Guyana on April 10, 1972 as amended by the Supplemental Agreement in relation thereto signed in 1973;

**"Participating Governments"** means the Governments which are from time to time parties to this Agreement;

**"Powers"** includes functions;

**"Premises"** means the premises occupied by the Council for its official use;

**"Property"** means all forms of property including funds and assets belonging to or held or administered by the Council and in general all income accruing to the Council;

**"Pro-Registrar"** means the Pro-Registrar appointed under Article V;

**"Registrar"** means the Chief Executive Officer of the Council appointed under Article V;

**"School Examinations Committee"** means the School Examinations Committee appointed by the Council in accordance with Articles IV and XIII;

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

## **ARTICLE II SUCCESSION OF CARIBBEAN EXAMINATIONS COUNCIL**

The Caribbean Examinations Council established by the Original Agreement shall be succeeded by the Caribbean Examinations Council established under Article III, which shall assume its rights and obligations.

## **ARTICLE III ESTABLISHMENT AND CONSTITUTION**

1. The Caribbean Examinations Council is hereby established and shall consist of the following members:

- (a) (i) Two representatives appointed by each of the Participating Governments of Barbados, Guyana, Jamaica and Trinidad and Tobago and one representative appointed by each of the other Participating Governments;
  - (ii) One representative of the teaching profession appointed by each National Committee from among its members;
  - (b) (i) The Vice-Chancellor of the University of the West Indies or his or her nominee and three representatives of the University of the West Indies appointed by the Vice-Chancellor of the University of the West Indies regard being given to the geographical dispersion of the campuses;
  - (ii) The Vice-Chancellor of the University of Guyana or his or her nominee and one representative of the University of Guyana appointed by the Vice-Chancellor of the University of Guyana;
  - (c) One representative of each Associate Member as designated by the Appointing Authority on such terms and conditions as the Council decides.
2. (a) A member of the Council appointed under paragraph 1 of this Article shall subject to paragraph 3 of this Article hold office for a period of three years.
- (b) Any such member may at any time resign his or her office by notice in writing addressed to the Appointing Authority and his or her resignation shall take effect upon the receipt of such notice by the Chairman from the Appointing Authority.
- (c) The Appointing Authority may make another appointment for the unexpired term of office of the person who resigned.

3. A member of the Council referred to in paragraph 2 of this Article may be removed from office by the Appointing Authority and another person may be appointed for the unexpired term.
4. If any member of the Council is for the time being unable to act, the Appointing Authority may appoint a person to act in his or her place during such inability.
5.
  - (a) The Council shall elect a Chairman from among its members.
  - (b) The Chairman shall hold office for three years and shall be eligible for re-election. If, however, the Chairman resigns his or her office before the expiration of his or her term, the Chairman elected in his or her place shall hold office for the unexpired term.
  - (c) The Council shall elect one of its members to be Deputy Chairman who shall hold office for such time not being more than his or her unexpired term as the Council may determine.
6. The Chairman and members of the Council shall be paid such remuneration and allowances as may from time to time be determined by the Council.

#### **ARTICLE IV DUTIES**

The Council shall:

- (a) conduct such examinations as it may think appropriate and award certificates and diplomas on the results of examinations so conducted;
- (b) review and consider annually its examinations held in any territory of the Area and remit to each Participating Government:
  - (i) an analysis of data on the performance of candidates classified by subject and territory;
  - (ii) a digest of submissions from National Committees along with such other information as may be considered necessary;
  - (iii) an annual report of the Council's activities;
- (c) consider, having regard to standards, the advisability of inviting and, if thought fit, invite any other examining body to conduct examinations in the Area and award certificates and diplomas on the results of such examinations, advise and assist any body so invited on such adaptation of the examinations as the Council may think necessary and generally assist any body so invited in the conduct of such examinations in the Area and the award of certificates and diplomas;
- (d) appoint a School Examinations Committee in accordance with Article XIII;
- (e) appoint an Administrative and Finance Committee in accordance with Article XIV;
- (f) appoint a Final Awards Committee in accordance with Article XV;

- (g) receive from any National Committee or other committee established under this Agreement reports and recommendations on any matters relevant to the purposes of the Council and consider such reports and recommendations;
- (h) conduct, on the invitation of any Government in the Area, any examination which the Council considers feasible.

## **ARTICLE V GENERAL POWERS**

The Council shall have power to:

- (a) delegate to the Chairman such powers as may be necessary;
- (b) appoint a Registrar, Pro-Registrar and such other persons as may be necessary for the performance of its duties;
- (c) delegate to the Registrar:
  - (i) any of the duties specified in paragraphs (a), (c) and (h) of Article IV as relate to the holding of examinations;
  - (ii) the making of appointments of other persons mentioned in paragraph (b) of this Article; and
  - (iii) such powers as may be necessary to give direction and leadership toward the achievement of the Council's mandate, vision, mission, goals and objectives;
- (d) fix the salaries and determine the terms and conditions of service including the provision of superannuation benefits of the Registrar and persons referred to in paragraph (b) of this Article;
- (e) delegate to the School Examinations Committee such powers as may be necessary;
- (f) delegate to the Administrative and Finance Committee such powers as may be necessary;
- (g) delegate to the Final Awards Committee such powers as may be necessary;
- (h) appoint such other committees as the Council may consider necessary for the performance of its duties;
- (i) regulate the conduct of any examinations conducted under the provisions of paragraphs (a), (c) and (h) of Article IV and prescribe the qualification requirements of candidates and the fees payable by them;
- (j) co-opt any person to assist in the work of the Council, however, no such person shall be or be deemed to be a member of the Council;
- (k) borrow such sums as it may consider necessary or expedient;



- (l) invest the funds of the Council in such manner and to such extent as it may consider necessary or expedient giving priority to investment in financial institutions in the Area controlled by the people of the Area or by Participating Governments or in securities issued or guaranteed by such Governments;
- (m) authorise in writing any of its members to discharge any of its functions;
- (n) share information or expertise with other entities and to enter into reciprocal arrangements for such purposes;
- (o) make rules generally for the purposes of this Agreement.

## **ARTICLE VI LOCATION OF FACILITIES**

1. The Council shall establish Administrative and Operational Centres in Barbados and Jamaica, and may establish such Centres in Guyana, Trinidad and Tobago and elsewhere in the Area.
2.
  - (a) For the purposes of administration and operations, the Area shall be divided into two geographical zones - the Western Zone and the Eastern Zone.
  - (b) The Western Zone shall comprise the territories of The Commonwealth of The Bahamas, Belize, Cayman Islands, Jamaica, Turks and Caicos Islands, and such other territories referred to in paragraph (b) of Article I as the Council decides.
  - (c) The Eastern Zone shall comprise the territories of Anguilla, Antigua and Barbuda, Barbados, The Virgin Islands, the Commonwealth of Dominica, Grenada, Guyana, Montserrat, Saint Kitts and Nevis, Saint Lucia, Saint Vincent and the Grenadines, the Republic of Trinidad and Tobago, and such other territories referred to in paragraph (b) of Article I as the Council decides.
  - (d) Such of the Council's operations as relate to the Western Zone shall be directed from the Administrative and Operational Centre in Jamaica. Such of the Council's operations as relate to the Eastern Zone shall be directed from the Administrative and Operational Centre in Barbados.
3. The Administrative and Operational Centre located in Barbados shall be the Administrative Headquarters from which the general business of the Council shall be directed.
4. The Registrar shall be based in the Administrative and Operational Centre in Barbados and the Pro-Registrar shall be based in the Administrative and Operational Centre in Jamaica.
5. The Council may conclude with Participating Governments agreements relating to the legal capacity, privileges and immunities to be recognised and granted to it in respect of its Administrative and Operational Centres.
6. The Council may alter the geographical zones specified in paragraph 2 of this Article, or create geographical zones in addition to those specified in paragraph 2 of this Article.

**ARTICLE VII  
PROCEDURAL ARRANGEMENTS**

1. The Council shall ordinarily meet for the despatch of business at such times and places as the Council may from time to time appoint but at least one meeting shall be held in each year.
2. The Chairman may call a special meeting of the Council at such time and place as the Chairman may appoint, and shall on the written request of six members of the Council call a meeting to be held within twenty-one days after the receipt of the request for the meeting.
3. Any such special meeting shall be convened at not less than fourteen days' notice.
4. At every meeting of the Council the Chairman, if present, shall preside; in the absence of the Chairman the Deputy Chairman shall preside; and in the absence of both the Chairman and the Deputy Chairman, the members of the Council present shall elect one of their number to preside.
5. Save as otherwise provided in this Agreement, decisions of the Council and of the School Examinations Committee and of the Administrative and Finance Committee and of the Final Awards Committee and any other committee established under the Agreement shall be taken on the majority vote of the members present and voting.
6. A quorum of the Council or of the School Examinations Committee or of the Administrative and Finance Committee or of the Final Awards Committee or of any other committee established under the Agreement shall be constituted by one half of the respective total membership.
7. The member of the Council presiding at a meeting of the Council and the member of any committee presiding at a meeting of that committee shall, in addition to an original vote, have a casting vote in any case where the voting is equal.

**ARTICLE VIII  
FINANCIAL ARRANGEMENTS**

1. The funds of the Council shall include:
  - (a) all charges, dues and fees received by the Council;
  - (b) such monies as are provided for the Council by the Participating Governments;
  - (c) all interest on monies invested by the Council;
  - (d) all monies accruing to the Council by way of endowment, donation or otherwise.
2. The funds of the Council shall be applied towards the accomplishment of its purposes.
3. The expenditure of the Council shall be apportioned among the Participating Governments on such basis as may be agreed upon by them.



4. All sums of money received on account of the Council shall be paid into such bank or banks as may be approved by the Council.

5. The Council shall cause to be kept proper accounts of its financial and other business transactions and shall cause to be prepared not later than three months after the end of each financial year:

- (a) a statement showing in detail the items of income and expenditure of the Council and the total of such income and expenditure for the immediately preceding financial year;
- (b) a statement of the assets and liabilities of the Council as they stood at the end of the immediately preceding financial year.

6. A statement prepared under paragraph 5 shall be audited by an Auditor appointed by the Council and, as soon as may be thereafter, a copy of each such statement as audited shall be transmitted to each Participating Government.

#### **ARTICLE IX LEGAL CAPACITY**

1. The Council shall possess full juridical personality and in particular full capacity to:

- (a) contract;
- (b) acquire and dispose of immovable and movable property;
- (c) institute legal proceedings;
- (d) conclude agreements with states, territories and international organisations.

2. In all legal proceedings, the Council shall be represented by the Registrar.

#### **ARTICLE X ASSOCIATE MEMBERSHIP**

1. The Council may allow any Caribbean territory or institution to become an Associate Member of the Council and of a committee established under Articles IV and V of this Agreement on such terms and conditions as decided by the Council.

2. Unless otherwise expressly provided for by the Council, an Associate Member shall not vote in the decisions of the Council or of a committee established under Articles IV and V of this Agreement.

3. An Associate Member may terminate its membership by giving written notice of such termination to the Chairman who shall within 30 days of the receipt of such notice notify the other Participating Governments and the Secretary-General. Such termination shall take effect twelve months after the notice is received by the Chairman.

4. The Council may suspend or terminate the membership of an Associate Member on such terms and conditions as decided by the Council. The Chairman shall notify the Secretary-General within 30 days of the decision of the Council.

5. Any Associate Member terminating its membership shall discharge its financial obligations to the Council and shall respect any commitments undertaken before the effective date of termination.

6. The Secretary-General shall notify each Participating Government of decisions regarding the admission of an Associate Member and regarding the terms and conditions decided by the Council. The Secretary-General shall also notify each Participating Government of a decision by the Council to suspend or terminate the membership of an Associate Member.

## **ARTICLE XI SUPERANNUATION BENEFITS**

The Council shall enter into arrangements with Participating Governments to secure the preservation of the superannuation benefits of persons seconded to the service of the Council from the service of any Participating Government.

## **ARTICLE XII NATIONAL COMMITTEES**

1. A National Committee shall be established by each Participating Government for and in its territory.

2. A National Committee shall include:

- (a) representatives of a Ministry or Department of Education and the teaching profession, and
- (b) representatives of the following bodies, or their equivalents, where they exist:
  - (i) universities,
  - (ii) teachers' union representatives,
  - (iii) nationally recognised subject associations,
  - (iv) teacher training colleges,
  - (v) the national secondary school student association,
  - (vi) the national parent-teacher association,
  - (vii) the national chamber of commerce, and
  - (viii) the general community.

3. The Chairman of a National Committee shall be appointed by the Participating Government from among the members of that National Committee. The Chief Education Officer and the local registrar shall serve on the executive of the Committee.

4. (a) A member of a National Committee shall subject to paragraph 4(b) of this Article hold office for a period of three years and shall be eligible for re-appointment.

- (b) A member of the National Committee may be removed from office by the Participating Government and another person may be appointed for the unexpired term.
5. It shall be the duty of every National Committee -
- (a) to exercise such powers as the Council may from time to time delegate to it;
  - (b) to nominate one member of the teaching profession to serve on the Council;
  - (c) to nominate one member of the teaching profession to the School Examinations Committee; and
  - (d) to advise the Council and the School Examinations Committee on any matter on which advice may be sought including the content of the syllabuses, the appointment of examiners, the performance of candidates, the annual report of the Council's activities and any other matter connected with examinations conducted by the Council.
6. A National Committee shall meet at such times and places as the chairman of that National Committee may from time to time appoint but at least two meetings shall be held in each year.
7. A National Committee shall make annual reports to the Council and the School Examinations Committee and may make recommendations to the Council on any matter relevant to the provisions of this Agreement.
8. A National Committee may appoint from among its members such sub-committee as it thinks fit and shall specify the duties of such sub-committee.
9. A National Committee shall have the power to co-opt any person to assist it in its work, however, no such person shall be or be deemed to be a member of the Committee.

**ARTICLE XIII**  
**SCHOOL EXAMINATIONS COMMITTEE**

1. The School Examinations Committee shall consist of:
- (a) the Chairman;
  - (b) the Deputy Chairman;
  - (c) two members who shall be representatives of, and appointed by the Vice-Chancellor of, the University of the West Indies and the University of Guyana, respectively;
  - (d) four members who shall be representatives of the universities of the Area, as designated by the Council from time to time;
  - (e) one technical or administrative officer selected by each Participating Government from its Ministry or Department of Education;
  - (f) one member of the teaching profession nominated by each National Committee.

2. The Chairman or the Deputy Chairman or the Chairman's nominee shall be the chairman of the School Examinations Committee.
3. The duties of the School Examinations Committee shall include:
  - (a) preparation for the approval of Council of regulations relating to the conduct of examinations;
  - (b) development of syllabuses through sub-committees or subject panels;
  - (c) consideration of the annual report of a National Committee;
  - (d) consideration of criticisms from schools;
  - (e) consideration of points raised by examiners in their reports on examinations and by other means;
  - (f) appointment of members of various sub-committees and subject panels;
  - (g) appointment of members of the Appeals Committee, which shall review a decision made by the Final Awards Committee under paragraphs 3 (a) and (b) of Article XV in the light of additional material or evidence submitted by an appellant and shall make a final decision;
  - (h) the making of recommendations relating to the appointment of examiners;
  - (i) advising the Council on all matters relating to examinations;
  - (j) performing such duties as may be delegated to it by the Council.
4. The School Examinations Committee shall have power to co-opt any person to assist it in its work, however, no such person shall be, or be deemed to be a member of the Committee.

**ARTICLE XIV**  
**ADMINISTRATIVE AND FINANCE COMMITTEE**

1. The Administrative and Finance Committee shall consist of:
  - (a) the Chairman;
  - (b) the Deputy Chairman;
  - (c) a representative from each of the Participating Governments of Barbados, Guyana, Jamaica and Trinidad and Tobago;
  - (d) four representatives from the other Participating Governments.
2. The Chairman or the Deputy Chairman or the Chairman's nominee shall be the chairman of the Administrative and Finance Committee.
3. The duties of the Administrative and Finance Committee shall include:

- (a) oversight of the Council's budget, finance, investment and business operations policy and performance;
  - (b) oversight of human resources and information and communication technologies policies;
  - (c) review of the Registrar's recommendations on the annual budget and candidate fees;
  - (d) the making of the appointments of principal staff;
  - (e) performing such duties as may be delegated to it by the Council.
4. The Administrative and Finance Committee may appoint a sub-committee in each territory of the Area and may delegate to any such sub-committee such powers as it thinks fit regarding administrative and financial matters affecting that territory.
5. Decisions of a sub-committee appointed under paragraph 4 of this Article shall be taken by a majority of votes of the members present and voting and in so far as the procedure of the meetings of any such sub-committee is not prescribed by the Council, the sub-committee may regulate its own procedure.
6. The Administrative and Finance Committee shall have power to co-opt any person to assist it in its work, however, no such person shall be, or be deemed to be a member of the Committee.

**ARTICLE XV  
FINAL AWARDS COMMITTEE**

1. The Final Awards Committee shall consist of:
- (a) the Chairman;
  - (b) the Deputy Chairman;
  - (c) four members of the School Examinations Committee who shall be representatives from each of the Participating Governments of Barbados, Guyana, Jamaica and Trinidad and Tobago;
  - (d) four members of the School Examinations Committee who shall be representatives from the other Participating Governments.
2. The Chairman or the Deputy Chairman or the Chairman's nominee shall be the chairman of the Final Awards Committee.
3. The duties of the Final Awards Committee shall include:
- (a) the making of decisions on the award of grades to candidates on the results of examinations so conducted;
  - (b) consideration of any irregularities affecting an examination and the hardships affecting candidates in an examination and the taking of appropriate action;
  - (c) performing such duties as may be delegated to it by the Council.



4. The Final Awards Committee shall have power to co-opt any person to assist it in its work, however, no such person shall be, or be deemed to be a member of the Committee.

## **ARTICLE XVI SECURITY OF EXAMINATIONS**

1. Participating Governments shall adopt such measures as may be necessary:
  - (a) to protect and ensure the confidentiality and security of examination papers, examination instructions and all related materials, in any format, prepared or used by the Council;
  - (b) to establish under national law the offences of breaching or otherwise violating, or attempting to breach or to otherwise violate, the confidentiality and security of examination papers, examination instructions and all related materials, in any format, prepared or used by the Council;
  - (c) to make those offences punishable by appropriate penalties which take into account the serious nature of the offences.

## **PART II PRIVILEGES AND IMMUNITIES**

### **ARTICLE XVII PROPERTY, FUNDS AND ASSETS**

1. The Council, its property and assets, wherever located and by whomsoever held, shall enjoy immunity from every form of legal process except in so far as in any particular case it has expressly waived its immunity. No waiver of immunity shall extend to any measure of execution.
2. The property of the Council wherever located and by whomsoever held shall be immune from search, acquisition, confiscation, expropriation and any other form of interference, whether by legislative, executive, administrative or judicial action.

### **ARTICLE XVIII PREMISES OF THE COUNCIL**

1. The premises of the Council shall be inviolable.
2. The Council may make regulations relating to the premises for the purpose of establishing conditions necessary for the full execution of its functions.
3. Officials of a Participating Government shall not enter the premises to perform any official duties therein except with the consent of and under conditions agreed to by the Registrar. However, in the case of fire or other emergency requiring prompt protective action, or in the event that officials of a Participating Government have reasonable cause to believe that such an emergency has occurred, the consent of the Registrar to entry on the premises by the officials of the Participating Government shall be presumed if the Registrar cannot be reached in time.



**ARTICLE XIX  
ARCHIVES OF THE COUNCIL**

The archives of the Council and in general all documents belonging to or held by it shall be inviolable wherever located.

**ARTICLE XX  
EXEMPTION FROM FOREIGN EXCHANGE CONTROLS**

1. Without being restricted by financial controls, regulations or moratoria of any kind, the Council shall be entitled for its official use only:

- (a) to purchase from authorised dealers, hold and make use of negotiable currencies, operate foreign currency and external accounts and purchase through authorised dealers, hold and make use of funds and securities;
- (b) to freely transfer its funds, securities and foreign currencies to or from the territory of any Participating Government and to convert any currency held by it into other currency;

2. The Council, in exercising its rights under paragraph 1 of this Article, shall pay due regard to any representations made by any Participating Government, party to this Agreement, and shall give effect to such representation so far as this is possible, without detriment to the interest of the Council.

**ARTICLE XXI  
EXEMPTIONS FROM TAXES, CUSTOMS DUTIES  
AND IMPORT OR EXPORT DUTIES**

1. The Council shall be exempt from:

- (a) any form of direct or indirect taxation but the Council will not claim exemption from taxes which are, in fact, no more than charges for public utility services;
- (b) customs duties and from prohibitions and restrictions on imports in respect of articles imported or exported by the Council for its official use, subject to the condition that articles imported under such exemption shall not be sold within the territory of the Participating Government except under conditions agreed to with that Government;
- (c) customs duties and other levies and prohibitions and restrictions in respect of the import, sale and export of its publications.

2. For the purpose of this Article, indirect taxation means airport departure or travel tax, travel ticket tax, hotel and restaurant tax, customs and excise duties, consumption tax, stamp duties, withholding tax on interest, VAT, finance charges and imposts with equivalent effect.

**ARTICLE XXII**  
**FACILITIES IN RESPECT OF COMMUNICATIONS**

1. The Council shall enjoy in the territory of each Participating Government party to this Agreement, for its official communications, treatment not less favourable than that accorded by that Government to any international organization.
2. The Council shall be immune from censorship of its official correspondence and other official communications.
3. The Council shall have the right to use codes and to despatch and receive correspondence by courier in sealed bags, which shall have the same immunities and privileges as diplomatic couriers and bags.
4. Nothing in this Article shall be construed so as to preclude the adoption of appropriate security measures in the interest of the Participating Governments concerned.

**ARTICLE XXIII**  
**MEMBERS OF THE COUNCIL**

Members of the Council, when engaged on the business of the Council in the territory of a Participating Government, party to this Agreement, shall enjoy:

- (a) immunity from legal process in respect of words spoken or written and all acts performed by them in their official capacity; such immunity shall continue notwithstanding that the persons concerned may have ceased to exercise their functions with the Council;
- (b) immunity from personal arrest or detention in relation to acts performed by them in their official capacity;
- (c) inviolability of all papers, documents and materials related to the work of the Council;
- (d) exemption from immigration restrictions, alien registration requirements and national service obligations;
- (e) the same protection and repatriation facilities in times of international crisis as are accorded representatives of foreign Governments on temporary official missions;
- (f) the right, for purposes of all communications with the Council, to use codes to despatch or receive papers, correspondence or other official material by courier or in sealed bags;
- (g) the same privileges and facilities in respect of currency and exchange restrictions as are accorded to representatives of foreign Governments on temporary official missions;
- (h) immunity from inspection and seizure of personal and official baggage, except in cases of flagrante delicto. In such cases, the competent authorities shall immediately inform the Registrar. Inspection of personal baggage shall be conducted in the presence of the member concerned or his authorised representative and, in

the case of official baggage, in the presence of a duly authorised representative of the Registrar.

#### **ARTICLE XXIV OFFICIALS OF THE COUNCIL**

Officials of the Council engaged on the work of the Council in the territory of a Participating Government, party to this Agreement, shall enjoy:

- (a) immunity from legal process in respect of words spoken or written and all acts done by them in the course of the performance of official duties. The immunity shall continue although the person concerned has ceased to be an official of the Council;
- (b) exemption from immigration restrictions, alien registration requirements and national service obligations;
- (c) inviolability of all papers and documents relating to the work on which they are engaged for the Council;
- (d) for the purposes of their communications with the Council, the right to despatch and receive papers and correspondence by courier in sealed bags;
- (e) immunity from personal arrest or detention in relation to acts performed by them in their official capacity;
- (f) the same privileges and facilities in respect of currency and exchange restrictions as are accorded to representatives of foreign Governments on temporary official missions;
- (g) the same repatriation facilities in time of international crisis as are accorded to members of diplomatic missions of comparable rank.

#### **ARTICLE XXV EXPERTS ON MISSIONS ON BEHALF OF THE COUNCIL**

1. Experts employed on missions on behalf of the Council, including members of Committees of the Council other than members of the Council, while present in the territory of a Participating Government, party to this Agreement, shall in the discharge of their duties enjoy:

- (a) inviolability of all papers and documents relating to the work on which they are engaged for the Council;
- (b) for the purposes of their communications with the Council, the right to despatch and receive papers and correspondence by courier in sealed bags;
- (c) immunity from personal arrest or detention in relation to acts performed by them in their official capacity;
- (d) exemption from immigration restrictions, alien registration requirements and national service obligations;

- (e) the same privileges and facilities in respect of currency and exchange restrictions as are accorded to representatives of foreign Governments on temporary official missions.

2. Such experts shall enjoy, in respect of words spoken or written and all acts done by them in the course of the performance of official duties, immunity from legal process in respect of words spoken or written and all acts done by them in the course of the performance of official duties. The immunity shall continue although the person concerned has ceased to be an expert employed on missions on behalf of the Council.

## **ARTICLE XXVI COOPERATION WITH COMPETENT AUTHORITIES**

1. Privileges and immunities are recognised and granted by this Agreement in the interest of the Council and not for the personal benefit of the persons entitled thereto. The Council and the Registrar, as the case may be, shall have the right and duty to waive the immunities whenever, in their opinion, such immunity would impede the course of justice and can be waived without prejudice to the interests of the Council.

2. The Council and the Registrar, as the case may be, shall cooperate at all times with the competent authorities of the territories of Participating Governments, parties to this Agreement, to facilitate the proper administration of justice, secure the observance of their laws and regulations, and avoid the occurrence of any abuse in connection with the privileges and immunities mentioned in this Agreement.

3. Without prejudice to the privileges and immunities accorded by this Agreement, it is the duty of all persons enjoying such privileges and immunities to respect the laws and regulations of Participating Governments parties to this Agreement and not to interfere in the internal affairs of the territories concerned.

## **ARTICLE XXVII IMPLEMENTATION**

Each Participating Government shall take appropriate steps to make the provisions of this Part effective within its jurisdiction and shall inform the Council promptly of the steps taken.

## **ARTICLE XXVIII FACILITATION OF TRAVEL**

1. Participating Governments shall not impose any impediments to the entry and exit from their territories of members and Officials of the Council and experts employed on missions on behalf of the Council.

2. Visas required by members and Officials of the Council and experts employed on missions on behalf of the Council shall be granted expeditiously and free of charge.

**PART III  
DISPUTE SETTLEMENT**

**ARTICLE XXIX  
SETTLEMENT OF DISPUTES**

1. The Council shall make appropriate provisions for the settlement of:
  - (a) disputes arising out of contracts and other disputes of a private law character to which the Council is a party;
  - (b) disputes involving any member or official of the Council or an expert on missions on behalf of the Council who, by reason of his official position, enjoys immunity, if such immunity has not been waived by the Council or the Registrar, as the case may be.
  
2. Any dispute between the Council and a Participating Government or an Associate Member arising out of or relating to this Agreement which cannot be settled by negotiation or other agreed mode of settlement shall be submitted to arbitration at the request of either party to the dispute pursuant to paragraph 3 of this Article.
  
3. Any dispute to be submitted to arbitration shall be referred to three arbitrators for a decision by a majority of them. Each party to the dispute shall appoint one arbitrator, and the two arbitrators so appointed shall appoint the third, who shall be the chairman of the arbitral tribunal. If within thirty days of the request for arbitration either party has not appointed an arbitrator or if within fifteen days of the appointment of two arbitrators the third arbitrator has not been appointed, either party may request the President of the Caribbean Court of Justice to designate an Appointing Authority. The arbitration shall be conducted in accordance with the UNCITRAL Arbitration Rules in effect on the date of this Agreement. The language to be used in the arbitration proceedings shall be English. The arbitral tribunal shall decide the dispute in accordance with such rules and general principles of international law as may be applicable to the substance of the dispute. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the parties to the dispute as the final adjudication thereof.

**PART IV  
FINAL PROVISIONS**

**ARTICLE XXX  
SIGNATURE**

This Agreement shall be open for signature by the parties to the Original Agreement.

**ARTICLE XXXI  
RATIFICATION**

1. This Agreement shall be subject to ratification by signatories in accordance with their respective constitutional procedures.
  
2. Instruments of ratification shall be deposited with the Depository.



3. The Depository shall transmit certified copies of all Instruments of Ratification to the other signatories.

### **ARTICLE XXXII ENTRY INTO FORCE**

This Agreement shall come into force upon the deposit of the instrument of ratification of all Parties to the Original Agreement.

### **ARTICLE XXXIII DEPOSITARY**

The Secretary-General of the Caribbean Community shall be the Depository of this Agreement.

### **ARTICLE XXXIV ACCESSION**

1. The Government of a Caribbean territory may, if the Council so decides by an affirmative vote of no less than two-thirds of the Participating Governments, including by proxy or by electronic means, accede to this Agreement.

2. Notice of a request by a Caribbean territory to accede to this Agreement must be communicated to all members of the Council no later than one month in advance of the meeting of the Council at which the request is to be considered.

3. Accession shall be on such terms and conditions as the Council decides and, unless otherwise determined by the Council, shall take effect immediately upon the receipt of the instrument of accession by the Secretary-General.

4. The Secretary-General shall transmit the instrument of accession to each Participating Government and to the Chairman.

### **ARTICLE XXXV WITHDRAWAL**

1. Any Participating Government may withdraw from this Agreement by giving notice in writing to the Secretary-General who shall within 30 days of the receipt of such notice notify the other Participating Governments and the Chairman. Such withdrawal shall take effect twenty-four months after the notice is received by the Secretary-General.

2. Any Participating Government so withdrawing shall discharge its financial obligations to the Council and shall respect any commitments undertaken before the effective date of withdrawal.

### **ARTICLE XXXVI AMENDMENTS**

An Amendment to the provisions of this Agreement shall be submitted to the Secretary-General in writing who shall within 30 days of the receipt thereof transmit the proposed amendment to each Participating Government and to the Chairman. Such amendment shall have effect upon the acceptance thereof by all



of the Participating Governments within six months of the date of the Secretary-General transmitting the proposed amendment.

**ARTICLE XXXVII  
DISPOSITION OF ASSETS AND LEGAL PROCEEDINGS**

Participating Governments undertake to enact legislation to ensure that:

- (a) land and property of every kind whatsoever including choses in action vested immediately before the entry into force of this Agreement in the Caribbean Examinations Council are transferred to and vested in the Council;
- (b) all rights, privileges and advantages and all liabilities and obligations which, immediately before the entry into force of this Agreement, the Caribbean Examinations Council was entitled or subject to are conferred on or assumed by the Council for the purposes of this Agreement;
- (c) legal proceedings pending immediately before the entry into force of this Agreement by or against the Caribbean Examinations Council, in relation to matters mentioned in paragraph (a), may be continued on or after the appointed day by or against the Council as the party to the proceedings instead of the Caribbean Examinations Council established under the Original Agreement;
- (d) the Caribbean Examinations Council established under the Original Agreement is dissolved.


**ARTICLE XXXVIII  
TERMINATION OF THE ORIGINAL AGREEMENT**

The Original Agreement shall cease to have effect as regards the Parties to this Agreement when this Agreement enters into force.

**IN WITNESS WHEREOF**, the undersigned, being duly authorised thereto by their respective Governments have signed this Agreement.

**DONE** at PORT-AU-PRINCE, HAITI this 27 day of February, 2018 in a single copy which shall be deposited with the Secretary-General by whom certified copies will be communicated to all the signatories and to the Chairman.

Signed by  
for the Government of Anguilla on the 5<sup>th</sup> day of July 2019  
at Castries - St. Lucia

Signed by   
for the Government of Antigua and Barbuda on the 5<sup>th</sup> day of July 2019  
at Castries - St. Lucia

Signed by  
for the Government of The Commonwealth of The Bahamas on the      day of  
at

Signed by *Kenneth Symon*  
for the Government of Barbados on the *27<sup>th</sup>* day of *February, 2018*  
at *Port-au-Prince, Haiti*.


Signed by *M. J. Little*  
for the Government of Belize on the *27<sup>th</sup>* day of *FEBRUARY, 2018*  
at *PORT-AU-PRINCE, HAITI*.

Signed by *Adria*  
for the Government of the British Virgin Islands on the *18<sup>th</sup>* day of *February 2020*  
at *BRIDGETOWN, BARBADOS, W.I.*


Signed by  
for the Government of the Cayman Islands on the      day of  
at


Signed by *Francine Quon*  
for the Government of the Commonwealth of Dominica on the *27<sup>th</sup>* day of *February, 2019*  
at *Baneterre St Kitts and Nevis*

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


Signed by  CARL B. GREENIDGE  
for the Government of The Cooperative Republic of Guyana on the 27<sup>th</sup> day of  
at PORT AU PRINCE, HAITI

Signed by  
for the Government of The Republic of Haiti on the      day of  
at

Signed by  Andrew Holness  
for the Government of Jamaica on the 6<sup>th</sup> day of July 2018  
at Montego Bay, Jamaica.

Signed by   
for the Government of Montserrat on the 27<sup>th</sup> day of February, 2018  
at Port-au-Prince, HAITI

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

Signed by   
for the Government of Saint Lucia on the 4<sup>th</sup> day of DECEMBER, 2018  
at PORT OF SPAIN, TRINIDAD

Signed by  Ralph Gonsalves  
for the Government of St. Vincent and the Grenadines on the 27<sup>th</sup> day of February 2018  
at Port au Prince, Haiti

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

Signed by  
for the Government of Turks and Caicos on the      day of  
at