

CHAPTER 75

THE CARIBBEAN REGIONAL DRUG TESTING LABORATORY ACT

Arrangement of Sections

Section

1. Short title.
2. Interpretation.
3. Certain provisions of agreement to have the force of law.
4. Financial provisions.

SCHEDULE.

CARIBBEAN REGIONAL DRUG TESTING LABORATORY

(29th *December*, 1979.)

14/1979.

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

2. (1) In this Act— Interpretation.

"Agreement" means the Agreement establishing the Laboratory signed at Kingston, Jamaica on the 16th June, 1975, the text of which is set out in the Schedule;

"Laboratory" means the Caribbean Regional Drug Testing Laboratory established by the agreement;

"Minister" means the Minister responsible for Health.

(2) The reference in Article 11 to the effect that the Laboratory shall enjoy in the territory of each participating Government such legal status and legal capacity as may be necessary for the effective performance of its functions shall be construed as meaning that the laboratory is a body corporate.

Certain provisions of agreement to have the force of law.

3. Subject to this Act, Articles 11, 12 and 13 of the Agreement shall have the force of law in Antigua and Barbuda.

Financial provisions.

4. All sums required to be made by the Government to the Laboratory in respect of the obligations of Antigua and Barbuda under the Agreement shall be paid out of monies provided for the purpose by Parliament.

SCHEDULE

(Section 2)

**AGREEMENT ESTABLISHING THE CARIBBEAN REGIONAL
DRUG TESTING LABORATORY**

THE PARTICIPATING GOVERNMENTS,

RECOGNISING the desirability of Governments assuring that drugs conform to appropriate standards of purity, strength and quality, and that the official drug control agencies should therefor have laboratories for testing drugs;

AWARE of the need for the Governments of the Region to pool their resources for the financing of a Regional Drug Testing Laboratory;

NOTING that the Third Caribbean Health Ministers Conference authorised the appointment of a Technical Advisory Committee which subsequently recommended establishment of a regional laboratory in Jamaica to conduct microbiological and pharmacological tests on drugs to complement the existing national laboratories already engaged in testing drugs by chemical procedures;

HAVE AGREED as follows:

ARTICLE 1

**ESTABLISHING OF CARIBBEAN REGIONAL DRUG TESTING
LABORATORY**

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

ARTICLE 2

FUNCTIONS OF THE LABORATORY

The Laboratory shall:

(a) perform microbiological and pharmacological tests on samples of drugs submitted by any participating Government and report the results thereof to that Government;

(b) perform biological availability tests on selected types of drugs;

(c) investigate the stability of drugs under the conditions of storage prevailing in the Region;

(d) establish liason with all appropriate agencies interested in drug testing and provide information and advisory services to support the activities of the drug control officials in the Region.

ARTICLE 3

THE TECHNICAL ADVISORY COMMITTEE

1. There shall be a Technical Advisory Committee (hereinafter referred to as "the Committee").

2. The Committee shall consist of one representative each from Barbados, Guyana, Jamaica and Trinidad and Tobago, two representatives from the other participating Governments and the Secretary-General of the Caribbean Community.

3. The representatives of Barbados, Guyana, Jamaica and Trinidad and Tobago shall be designated by the respective Governments. The two representatives from the other participating Governments shall be designated by those Governments.

4. The Committee shall be responsible for advising the Director on all aspects of the operation of the laboratory.

5. The Committee shall meet at least once in each year.

6. The cost of attendance of each representative to the Meeting of the Committee shall be borne by the Government or Governments which he represents, and the Caribbean Community Secretariat shall meet the expenses of its representative.

ARTICLE 4

PERSONNEL OF THE LABORATORY

1. The personnel of the laboratory shall consist of a Director and such staff as may be required from time to time.

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*Caribbean Regional Drug
Testing Laboratory*

2. The Government Chemist of Jamaica shall serve **ex-officio** as Director of the laboratory.

3. The Director, in consultation with the Committee, shall recommend for the approval of the Health Ministers Conference (hereinafter referred to as "the Conference") the professional staff necessary from time to time.

4. The Conference shall approve the staff rules and regulations governing the operation of the laboratory.

ARTICLE 5

DUTIES OF THE DIRECTOR

1. The Director shall prepare an annual work plan of the laboratory at the beginning of each year. The work plan shall be submitted to the Committee for approval.

2. The Director shall oversee the work of the laboratory to ensure compliance with the approved work plan.

3. The Director shall prepare an annual report on the laboratory's work for the consideration of the Committee and the Conference.

ARTICLE 6

LOCATION

The Laboratory shall be located in Jamaica.

ARTICLE 7

SPECIFICATION

The Government of Jamaica agrees to provide at its own expense suitable accommodation of at least 4000 square feet of space for the laboratory.

ARTICLE 8

FINANCIAL ARRANGEMENTS

1. The cost of continuing services such as electricity, telephone and other utility services shall be the expense of the laboratory.

2. The participating Governments agree to meet all the expenses of the laboratory (such as are not covered by grants from external sources) as may be apportioned by the Conference from time to time.

3. The Director of the laboratory shall, in consultation with the Committee, prepare an annual budget for the approval of the Conference.

4. The Director shall establish and maintain a proper accounting system in respect of all the funds of the laboratory.

ARTICLE 9

SUPPORTING ACTIONS

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

2. The participating Governments undertake to ensure the acceptance of the analytical reports from the laboratory as admissible evidence in any court.

3. The Government of Jamaica undertakes to ensure the prompt customs clearance of the samples and other materials shipped to the laboratory.

ARTICLE 10

SETTLEMENT OF DISPUTES

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

2. The Secretary-General shall provide the arbitrator with such assistance and facilities as he may require.

ARTICLE 11

LEGAL CAPACITY

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

ARTICLE 12

IMMUNITIES AND PRIVILEGES

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

ARTICLE 13

IMMUNITIES AND PRIVILEGES OF LABORATORY PERSONNEL

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

(a) shall be immune from legal process with respect to acts performed by them in their official capacity;

(b) except in the countries of which they are citizens or nationals shall be accorded such immunities from immigration restrictions alien registration requirements and national service obligations, and such facilities as regards exchange control as are not less favourable than those accorded by the participating Governments concerned to the representatives, officials and employees of diplomatic missions of comparable rank.

ARTICLE 14

SIGNATURE

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

ARTICLE 15

RATIFICATION

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

ARTICLE 16

ENTRY INTO FORCE

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

ARTICLE 17

ACCESSION

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

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

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

ARTICLE 18
AMENDMENT

1. This agreement may be amended by all the participating Governments.

2. An amendment of this agreement shall enter into force after being ratified by all participating Governments.

3. Instruments of ratification shall be deposited with the Caribbean Community Secretariat which shall notify all participating Governments.

ARTICLE 19
WITHDRAWAL

1. Any participating Government may withdraw from this agreement by giving not less than twelve months' notice in writing to the Caribbean Community Secretariat which shall forthwith notify other participating Governments.

2. A participating Government withdrawing undertakes to honour any financial obligations duly assumed during its participation in the agreement.

IN WITNESS WHEREOF, the undersigned Plenipotentiaries, being duly authorised thereto by their respective Government, have affixed their signatures to this agreement.

Done at Georgetown this 16th day of December, One Thousand Nine Hundred and Seventy-four, in a single copy which shall be deposited with the Commonwealth Caribbean Regional Secretariat which shall transmit certified copies to all the Contracting States.

Signed by B. A. Peters

For the Government of ANTIGUA AND BARBUDA, on 16/6/75 at Kingston, Jamaica

Signed by

For the Government of Bahamas, on at

Signed by R. B. Caddle

For the Government of Barbados, on June 16, 1975 at Kingston, Jamaica

Signed by Carl L. B. Rogers

For the Government of BELIZE on June 16, 1975 at Kingston, Jamaica

Signed by Conrad Maduro

For the Government of BRITISH VIRGIN ISLANDS, on June 16, 1975 at Kingston, Jamaica

Signed by H. Christian

For the Government of DOMINICA, on June 16, 1975 at Kingston, Jamaica

Signed by D. Sylvester

For the Government of GRENADA, on June 16, 1975 at Kingston, Jamaica

Signed by Oliver Harper

For the Government of GUYANA, on June 16, 1975 at Kingston, Jamaica

Signed by K. McNeal

For the Government of JAMAICA, on June 16, 1975 at Kingston, Jamaica

Signed by Mary Rose Tuit

For the Government of MONTSERRAT, on June 16, 1975 at Kingston, Jamaica

Signed by Fitzroy Bryant

For the Government of ST. CHRISTOPHER-NEVIS-ANGUILLA, on June 16, 1975 at Kingston, Jamaica

Signed by R. A. Bousquet

For the Government of ST. LUCIA, on December 6, 1974 at Georgetown, Guyana

Signed by A. B. Russell

For the Government of ST. VINCENT, on June 16, 1975 at Kingston, Jamaica

Signed by Treasley Taitt

For the Government of TRINIDAD and TOBAGO, on June 16, 1975 at Kingston, Jamaica.

ANNEX

The Government of ANTIGUA AND BARBUDA

The Government of THE BAHAMAS

The Government of BARBADOS

The Government of BELIZE

The Government of BRITISH VIRGIN ISLANDS

The Government of DOMINICA

The Government of GRENADA

The Government of GUYANA

The Government of JAMAICA

The Government of MONTSERRAT

The Government of ST. CHRISTOPHER-NEVIS-ANGUILLA

The Government of ST. LUCIA

The Government of ST. VINCENT

The Government of TRINIDAD and TOBAGO
