ANTIGUA AND BARBUDA

STATUTORY INSTRUMENTS

1996, No. 21

RESOLUTION RATIFYING the Agreement Establishing the Caribbean Export Development Agency (Caribbean Export).

WHEREAS the Ratification of the Treaties Act CAP 364 provides in section 3(1) (c) that where a treaty to which Antigua and Barbuda becomes a party is one which affects or concerns the relationship of Antigua and Barbuda with any international organization, agency, association or similar body, such Treaty shall not enter into force with respect to Antigua and Barbuda unless it has been ratified or its ratification has been authorised or approved in accordance with the provisions of the Act;

AND WHEREAS the Agreement establishing the Caribbean Export Development Agency is an international agreement which was concluded on 25th November, 1995 at Port of Spain, Republic of Trinidad and Tobago;

AND WHEREAS the said Agreement is one which is governed by international law and concerns the relationship of Antigua and Barbuda and the states parties to the Agreement;

NOW THEREFORE, BE IT RESOLVED by this Honourable House that the Agreement establishing the Caribbean Export Development Agency which was signed on behalf of Antigua and Barbuda on 13th February, 1996 by the Honourable Lester Bird, Prime Minister, a copy of which is attached hereto as a Schedule be ratified as a Treaty under section 3(1) (c) of the Ratification of Treaties Act CAP 364.

Passed the House of Representatives this 12th day of August , 1996.

Bridget Harris
Speaker.

Sylvia Walker
Clerk to the House of Representatives.

SCHEDULE

AGREEMENT

ESTABLISHING THE CARIBBEAN EXPORT DEVELOPMENT AGENCY

(CARIBBEAN EXPORT)

The parties,

Determined to confront the challenges and to benefit from the opportunities, resulting from the globalization and liberalization of production and international trade,

Recognizing the need for improved forms of regional integration that will be beneficial for the economies of the Caribbean States as well as the export oriented firms in these States.

Desirous to continue building on the regional and sub-regional experience in trade and export development,

Have agreed to establish the CARIBBEAN EXPORT DEVELOPMENT AGENCY (CARIBBEAN EXPORT), which shall operate in accordance with the following provisions:

AGREEMENT

ESTABLISHING THE CARIBBEAN EXPORT DEVELOPMENT AGENCY

(CARIBBEAN EXPORT)

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ARTICLE 1

DEFINITIONS

For the purpose of this Agreement:

(a) "Member State" means any one of the States referred to in Article 4, paragraph 1 and paragraph 2;

(b) "CARIBBEAN EXPORT" means the Caribbean Export Development Agency;

(c) "Agency" means the Caribbean Export Development Agency;

(d) "Council" means Council of Ministers of the Member States;

(e) "Board" means the Board of Directors of CARIBBEAN EXPORT;

(F) "Executive Committee" means the Executive Committee of the Board;

(g) "Executive Director" means the Chief Executive Officer of CARIBBEAN EXPORT;

(h) "Staff" means all personnel contracted and appointed by the Agency;

(i) CARICOM" means the Caribbean Community and the Caribbean Common Market established by the Treaty of Chaguaramas in 1973;

(j) "CEDP" means the CARICOM Export Development Project

(k) "Simple Majority" means more than half of all votes cast;

(l) "Qualified Majority" means at leas two thirds of all votes cast;

(m) "Total Vote" means the sum of the votes of the Member States, and

(n) "Votes Cast" means the sum of affirmative and negative votes.

ARTICLE 2

OBJECTIVES

1. The objectives of the Agency shall be to serve as a key instrument in attaining, *inter alia:*

(a) the establishment and implementation of comprehensive export development strategies and programmes, on an intra-region and extra-regional level, selecting in particular, non-traditional export sectors, as part of the commitment of the Member States to promote regional integration in the service of socio-economic prosperity throughout the Caribbean;

(b) the continuation and expansion of trade policies that will contribute to the ultimate goal of a single Caribbean Market, in line with CARICOM initiatives in this respect and in close cooperation with the Dominican Republic and Haiti.

(c) the development of human resources and professional skills in the field of export development in selected sectors of the international trade of Member States;

(d) the establishment, the adaptation, and the strengthening of national and sub-regional entities dealing with export development and trade promotion;

(e) the actual, direct and indirect support for selected firms in the various Member States so as to develop and improve their (non-traditional) export products in order to enhance their opportunities for sustained competitiveness international markets;

(f) the establishment of a trade information database and networks in order to improve contacts and data-exchange between commercial sectors in the Member States and third countries;

(g) the establishment of special programmes geared towards export development in the various sectors and regions in the Caribbean requiring special attention.

2. Subject to a resolution of the Board, adopted by consensus, the Agency shall, in pursuing the objectives mentioned in paragraph 1 of this Article, strive for close cooperation with existing and future regional entities operating within the scope of the objectives of this Agreement.

3. Schedule 1 shall specify the objectives for the established programmes.

ARTICLE 3

FUNCTIONS

1. In fulfilling its objectives, the Agency shall exercise the following functions:

(a) Developing, supervising and managing the programme activities as defined in work programmes and related policy decisions by the Council;

(b) Coordinating the programme of the Agency and consulting with other agencies with a view to developing and expanding the export potential at regional and extra-regional levels, and

(c) Financing its ongoing projects and administration, through:

(i) funds that become available based on the Lome IV Agreement and successive agreements within the framework of the European Community;

(ii) counterpart funding by Member States;

(iii) other funding agencies, and

(iv) the commercialization of some of its services.

2. Schedule 1 shall specify the policies, procedures and structures of the Agency. Schedule 2 shall make provisions for the appointment of Staff, their classification and the terms and conditions of employment.

ARTICLE 4

MEMBERSHIP

1. Membership of the Agency shall be open to the following States in accordance with Article 13, paragraph 2:

Antigua & Barbuda
The Bahamas
Barbados
Belize
Commonwealth of Dominica
Dominican Republic
Grenada
Guyana
Haiti
Jamaica
Saint Lucia
St. Kitts & Nevis
St. Vincent & The Grenadines
Suriname
Trinidad & Tobago

2. New members may be admitted in accordance with the procedures detailed in Schedule 1.

3. Associate Membership shall be open to countries and territories:

(a) belonging to the Caribbean;

(b) having developed programmes at an institutional level that would make cooperation with the Agency mutually beneficial;

(c) willing to accept participation as determined by the Council, and

(d) willing to observe the new membership procedure detailed in Schedule 1.

4. Associate membership may be conferred in accordance with the procedure detailed in Schedule 1

5. Each Member State shall have the right to terminate its membership of the Agency, in accordance with the procedure for withdrawal, in Schedule 1.

ARTICLE 5

ORGANS OF THE AGENCY

1. The Agency shall have the following organs:

(a) the "Council of Ministers" as Composed by the Governments of the Members States;

(b) the "Board of Directors' as composed by the Governments of the Member States from the public and/or private sector. This Board shall elect from

among themselves eight (8) directors to serve as the "Executive Committee", and

(c) The "Executive Director and Staff" as appointed and employed by the Agency.

2. These organs shall function in accordance with the rules and procedures of this Agreement, in general, and the rules and procedures of the Articles 5:1 to 5:5 and Schedule 1, in particular.

ARTICLE 5:1

COUNCIL OF MINISTERS

1. The Council shall comprise one (1) Minister designated by each Member State.

2. In the event that a Minister designated under paragraph 1 of this Article is unable to attend a meeting of the Council, the Member States shall designate an alternate.

3. All the powers of the Agency shall be vested in the Council.

4. The Council may delegate to the Board the authority to exercise the power of the Council, except the power to:

(a) amend the basic objectives and functions of the Agency;

(b) agree on terms and conditions for accession to this Agreement;

(c) approve Associate membership;

(d) formally endorse the withdrawal of a Member State;

(e) increase or decrease the established rate of contribution of an individual Member State;

(f) adopt amendments to the Articles of this Agreement;

(g) decide on appeals by Member States on decisions made by the Board concerning the interpretation or the application of this Agreement;

(h) approve the audited annual Statement of Income and Expenditures of the Agency;

(j) terminate the operations of the Agency.

5. The Council shall convene annually observing intervals of twelve (12) months. Special meetings of the Council shall be convened at the request of a simple majority of its members.

6. The presence at a meeting of two-thirds of the members shall constitute a quorum.

7. The Chairperson of the Council shall be appointed for a term of one (1) year and shall perform his duties until the appointment of the next Chairperson.

8. The Chairperson of the Board and the Executive Director shall participate in the meetings of the Council, without having the right to vote.

9. Members of the Council and alternates shall serve without compensation from the Agency.

10. Decisions of the Council shall be arrived at on the basis of consensus. Voting shall only take place when it is deemed necessary.

11. In the event that voting takes place, all matters before the Council shall be decided by a simple majority, except as otherwise provided for in this Agreement.

12. Each Member State shall have one (1) vote.

13. Schedule 1 shall specify the procedures with regard to the functioning of the Council.

ARTICLE 5:2

BOARD OF DIRECTORS

1. The Board shall comprise one (1) Director designated by each Member State.

2. The powers of the Board shall include:

(a) Those powers that may be delegated to it by the Council;

(b) The responsibility for the conduct of the operations of the Agency, and

(c) The power to introduce through resolutions adopted by consensus new Schedules as well as the power to amend existing Schedules in the same manner.

3. In the exercise of its powers the Board shall report to the Council.

4. The Board shall function for terms of two (2) years

5. The Board shall meet semi-annually at the Headquarters of the Agency or in any other Member State that has agreed to host the meeting and that is willing to cover eventual extra budgetary expenses that may result from not meeting at headquarters. Extraordinary meetings may be summoned and held in the manner specified in Schedule 1.

6. The presence at a meeting of two-thirds of the number of Directors shall constitute a quorum.

7. The Board shall elect a Chairperson and a Deputy Chairperson from among the Directors. The Chairperson shall hold office for a period of two years and may be re-elected for one consecutive term. He shall continue in office until the election of the successor.

8. Subject to approval by the Council the Board shall determine a reasonable per diem and travel expenses for the Directors or alternates who attend meetings of the Board.

9. Schedule 1 shall specify the procedures with regard to the functioning of the Board.

ARTICLE 5:3

EXECUTIVE COMMITTEE

1. The Board shall elect an Executive Committee, comprising eight (8) Directors from among its membership.

2. The Executive Committee shall derive its authority from the Board.

3. The Executive Committee shall be chaired by the Chairperson of the Board.

4. The Executive Committee shall meet quarterly at the Headquarters of the Agency or in any other Member State that has agreed to host the next meeting and that is willing to cover eventual extra-budgetary expenses that result from not meeting at headquarters.

5. Schedule 1 shall specify the procedures with regard to the functioning of the Executive Committee.

ARTICLE 5:4

VOTING ON THE BOARD/EXECUTIVE COMMITTEE

1. Decisions of the Board of Directors or the Executive Committee shall be arrived at on the basis of consensus. Voting shall only take place when it is deemed necessary by the Chairperson.

2. In the event that voting takes place, all matters before the Board or the Executive Committee shall be decided by a simple majority, unless otherwise provided for in this Agreement.

3. Each Director shall have one vote.

ARTICLE 5:5

EXECUTIVE DIRECTOR AND STAFF

1. The Council shall endorse the appointment of the Executive Director on recommendation of the Board.

2. If the appointee is, at the time of appointment, a Minister, Director, or an alternate, he or she shall resign from the position prior to taking up the duties as Executive Director.

3. The term of office of the Executive Director shall be two (2) years. He may be reappointed for consecutive terms of two (2) years.

4. The Executive Director shall conduct the ordinary business of the Agency, under the direction of the Board.

5. The Executive Director shall be the Chief Executive Officer of the Agency, and shall participate in the meetings of the Council, the Board and the Executive Committee, without the right to vote.

6. The Executive Director shall serve as Secretary of the meetings of the Board and of the Executive Committee.

7. The Executive Director shall appoint all Staff members except those to be appointed in those Senior Staff positions, reserved for appointment by the Board.

8. The Executive Director and Staff shall owe their duty entirely to the Agency and in the discharge of their functions shall refrain from all attempts of discrimination against any one Member State.

9. Each Member State shall respect the international character of the Agency and shall refrain from all attempts to influence the Executive Director or any of the Staff in the discharge of their functions.

10. Schedule 1 and Schedule 2 shall specify the function, duties and responsibilities of the Executive Director and Staff.

ARTICLE 6

OFFICES OF THE AGENCY

1. The Headquarters of the Agency may be located in any one Member State. Barbados shall be the initial host country of the Headquarters of the Agency.

2. Whenever deemed necessary, the Agency may establish sub-regional offices in any one Member State. The Dominican Republic shall host a Sub-regional Office of the Agency.

3. The Agency shall enter into Headquarters and Sub-regional Office Agreements, initially with the Governments of Barbados and the Dominican Republic, or any other Member State where it establishes its Headquarters or other Sub-regional Offices. These Agreements shall be embodied in Protocols.

4. These Protocols shall, in general, ensure a free and efficient operation of the Agency and the individuals employed by it within the territory of these Member States. More in particular, these Protocols shall provide for, *inter alia*:

(a) Privileges and immunities, facilities and exemptions;

(b) the availability of adequate premises;

(c) the security of the premises, Staff and the properties of the Agency;

(d) the arrangement for remuneration of nationals employed by the Agency;

(e) arrangements regarding eventual direct or indirect taxes or any other fiscal charges with a similar effect, such as, VAT (Value Added Tax), reimbursements, and other matters of this nature, and

(f) procedures for identification and legitimization of resident and non-resident Staff members and Consultants.

ARTICLE 7

OFFICIAL LANGUAGES/WORKING LANGUAGE

1. Dutch, English, French and Spanish shall be the official languages of the Agency. This means, for the purpose of this Agreement, that official documents resulting from the (annual) meetings of the Council and from the (bi-annual) meetings of the Board, respectively, shall be translated from English into Dutch, French and Spanish,

2. English shall be considered the working language of the Agency, provided that the Executive Director shall in close consultation with the Member State(s) requiring translation at meetings of the Board, ensure that adequate arrangements are made for the interpretation from English into Dutch and/or French and/or Spanish, as may be necessary.

ARTICLE 8

SUSPENSION AND TERMINATION OF OPERATIONS

1. In an emergency, the Board represented by the Executive Committee, may by unanimous approval temporarily suspend the Agency's operations to the extent which it considers necessary pending further consideration and action by the Council.

2. The Board may either lift the suspension or terminate the Agency's operations through a resolution, adopted by consensus, and subject to unanimous approval by the Council.

3. In the event of a decision to terminate, the Agency shall immediately cease all activities except those necessary for the orderly conservation and realization of its assets and the settlement of its outstanding obligations.

4. Until final realization of its assets and final settlement of its obligations, the Agency shall remain in existence, and all rights and obligations of the Agency and of the Member States under this Agreement, shall continue unimpaired.

5. The Executive Committee shall make such arrangements as are necessary to ensure the orderly realization of the Agency's assets. Before making any payments to creditors holding direct claims, the Executive Committee shall, by a qualified majority, establish reserves to ensure a pro rata distribution among holders of direct and contingent claims including Staff in accordance with the terms and conditions of service set out in Schedule 2.

6. Member States shall not withdraw their membership after the decision to terminate the Agency's operations has been taken.

ARTICLE 9

STATUS, EXEMPTIONS, PRIVILEGES AND IMMUNITIES

1. The Agency shall possess juridical personality. It shall in particular have the capacity to:

(a) acquire and dispose of immovable and movable property;

(b) be a party to legal proceedings;

(c) contract, and

(d) create new legal entities, within the framework of its objectives and functions.

2. The assets and property of the Agency, their furnishings and other property thereon as well as their means of transport shall be immune from attachment, execution, search or requisition.

3. The archives and documents of the Agency, however held or stored, shall be inviolable at any time and wherever these may be located.

4. *(a)* To the extent necessary to effectively carry out the purpose and functions of the Agency and subject to the provisions of this Agreement, the Agency shall:

(i) hold property, funds and assets of what ever nature and may operate accounts in any currency, and

(ii) be free to transfer its assets from one country to another or within any country and to convert any currency held by it into any other currency.

(b) In exercising its rights under this Article, the Agency shall pay due regard to any representations made by any Member State.

5. All correspondence relating to the Agency and its functions shall be inviolable.

6. Any dividend or profit realized from the commercial activity of the Agency Through any legal entity created under paragraph 1 (d) shall not be subject to fiscal charges or taxation.

7. (a) The property of the Agency shall be exempt from:

(i) any from of direct taxation. However, the Agency shall not claim exemption from taxes which are in fact, no more than charges levied for specific services rendered.

(ii) Custom duties and from prohibition and restrictions on exports and imports in respect of articles exported or imported by the Agency for its official use, and

(iii) Custom duties and other levies, prohibitions and restrictions in respect of the export, import and sale of its publications

(b) Article imported under the exemption of sub-paragraph 7 (a) (ii) shall not be sold within the territory of the Member State, except under conditions agreed to by the Government of that Member State.

8. Privileges and immunities granted to officials and individuals representing the Agency and performing duties within the framework of its objectives are specified in Schedule 4.

9. The privileges and immunities accorded by this Agreement and specified in Schedule 4 are granted in the interest of the Agency and not for the personal benefit of the individuals referred to in paragraph 8 above.

10. The Council may waive to such extent and upon such conditions as it may determine, the exemptions, immunities an privileges provided in this Article in cases where such action would, in its opinion, be in the best interests of the Agency.

11. The Executive Director, after approval by a qualified majority of the Executive Committee, shall have the right and the duty to waive any exemption, immunity or

privilege in respect of any Staff member, consultant or representative of the Agency, when in his opinion, the exemption, immunity or privilege would impede the course of justice.

12. In similar circumstances and under the same conditions as mentioned in paragraph 11 above the Board shall have the right and duty to waive any exemption, immunity or privilege respecting the Executive Director.

13. Nothing in the provisions of this Agreement shall be construed as obliging any party to this Agreement to grant any of the privileges or immunities referred to therein to any person who is its national or who is permanently resident in its territory, whether as a representative or an official, except immunity from jurisdiction and inviolability in respect of official acts performed in the exercise of his functions.

ARTICLE 10

FINANCIAL PROVISIONS

1. At it first meeting the Council shall define the financial year of the Agency.

2. The Agency shall acquire funds from the sources referred to in Article 3 sub-paragraph *(c)*, based on the following arrangements:

(a) Financing Agreements concluded by the European Commission on the one hand and the Member States on the other hand;

(b) The counterpart funding by the Member States that are also members of CARICOM shall not exceed their contribution to that entity. The Agency may enter into an Agreement with CARICOM for the collection and disbursement of the funds;

(c) By entering into separate agreements with the Dominican Republic and Haiti for the same purpose;

(d) Commercialization of some of the Agency's services to be specified in a Schedule, and

(e) Agreements concluded by the Agency with other funding agencies.

3. The Executive Director shall submit, through the Board, to the Council, the annual budget of the Agency not later than four (4) weeks before the end of the financial year.

4. The executive Director, shall as soon as practicable, but not later than three (3) months after the expiration of the financial year, submit to the Board, a report concerning the activities and financial affairs during the financial year and there shall be appended thereto:

(a) Statement of Income and Expenditures, audited by auditors appointed by the Board; and

(b) any other information the Board may require.

5. The Board shall direct the Executive Director to:

(a) ensure that appropriate Books of Account are kept;

(b) submit at the end of each quarter of the financial year, a quarterly account of the income and expenditure of the Agency, and

(c) submit to Council for its approval the annual audited accounts, not later than four (4) months after the end of the financial year.

ARTICLE 11

AMENDMENTS

1. This Agreement can only be amended by a resolution of the Council, adopted by consensus.

2. Any proposal from a Member State to amend this Agreement, excluding the Schedules, shall be forwarded to all Member States by the Executive Director. The Executive Director shall submit the proposal to the Board, who shall refer it to the Council for a decision.

3. Any proposal from the Board to amend this Agreement, excluding the Schedules, shall be notified to all Member States through the Executive Director and referred to the Council for a decision.

4. The Schedules of this Agreement may be amended through a resolution of the Board, acting on its own discretion or under recommendation of the Executive Committee. A resolution to this effect may only be adopted by consensus.

5. The Executive Director shall promptly notify all Member States of Amendments to the Agreement adopted by the Council and the aforementioned Amendments shall enter into force upon receipt by the depository of the instruments of accession or ratification from at least ten (10) Member States.

6. The Member States shall be promptly informed concerning the amendments to the Schedules adopted by the Board. These amendments shall enter into force on the date of the adoption of the resolution by the Board.

ARTICLE 12

INTERPRETATION AND PROCEDURE FOR SETTLEMENT OF DISPUTES

1. Any question of interpretation or application of the provision of this Agreement arising between any Member State and the Agency or between Member States shall

be submitted to the Board for a decision. The Member State shall be entitled to participate in the deliberations of the Board during the consideration of the question in accordance with rules and procedures to be adopted by the Council.

2. In any case where the Board has give a decision under paragraph 1 of this Article, any Member State may require, within three (3) months from the date of notification of the decision, that the question be referred to the Council, which shall take a decision at its next meeting by a qualified majority. The decision of the council shall be final.

3. Where the Council has been unable to reach a decision under paragraph 2, the question shall be submitted to arbitration in accordance with the procedures specified in paragraph 5, if any Member States so request within three (3) months after the final day of consideration of the question by the Council.

4. Any dispute between the Agency and any Member State which has withdrawn from the Agency or between the Agency and any Member State during the termination of the Agency's operations, shall be submitted to arbitration.

5. The arbitral tribunal shall consist of three (3) arbitrators. Each party to the dispute shall appoint one arbitrator. The two arbitrators so appointed shall appoint the third arbitrator, who shall be the Chairperson. If within forty-five (45) days of receipt of the request for arbitration either party has not appointed an arbitrator, or if within thirty (30) days of the appointment of the two arbitrators, the third arbitrator has not been appointed, either party may request the Secretary General of the OAS to appoint an arbitrator. If The Secretary General of the OAS has been requested under this paragraph to appoint an arbitrator and if the Secretary General of the OAS is a national of a Member State, party to the dispute or unable to discharge his duties, the authority to appoint the arbitrator shall devolve to the Assistant Secretary General of the OAS. The procedure for arbitration shall be established by the arbitrators. However, the Chairperson shall have the final say in matters of procedure in case of a pertinent disagreement. Decisions shall be taken on the basis of a simple majority. These decisions shall be considered final and binding upon the parties.

ARTICLE 13

FINAL PROVISIONS

1. The States referred to in Article 4, paragraph 1 may become party to this Agreement by:

(a) signing the Agreement on November 25, 1995, or at any later date;

(b) ratifying the Agreement in accordance with their national laws, and

(c) the deposit of an instrument of accession or ratification.

2. The States referred to in Article 4, paragraph 2 may become party to this Agreement by depositing an instrument of accession or ratification after acceptance by the Council, in accordance with Schedule 1.

3. The State that is desirous to become an Associate Member shall be admitted on such terms and conditions determined by the Council. In the event that the application is approved by the Council, this State shall deposit an instrument of accession or ratification, in accordance with Schedule 1.

4. Eight (8) or more of the States referred to in Article 4, paragraph 1 may, upon signature on November 25, 1995, or at any later date before this Agreement enters into force, declare their intention to apply it provisionally.

5. The Office of the Secretary-General of the OAS shall be the Depository of this Agreement.

6. The Agreement shall be registered at the offices of the Secretary General of the United Nations, in accordance with Article 102 of the United Nations Charter.

7. The Agreement shall enter into force upon receipt, by the Depository, of the instruments of accession or ratification format at least ten (10) of the States listed in Article 4, paragraph 1. The Executive Director shall promptly notify the Governments of all Member States on the date of this deed.

8. Schedule 3 shall specify the measures to be taken to ensure an orderly transition from the CARICOM Export Development Project (CEDP) to the Caribbean Export Development Agency (CARIBBEAN EXPORT).

SCHEDULES TO THE AGREEMENT ESTABLISHING THE CARIBBEAN EXPORT DEVELOPMENT AGENCY (CARIBBEAN EXPORT)

CONTENTS:

Schedule 1: Statutes of the Caribbean Export Development Agency

Schedule 2: Appointment of Staff: Classifications, Terms and Conditions

Schedule 3: Transition from Caricom (CEDP) to Caribbean Export

Schedule 4: Personal Privileges and Immunities

9. The numbered Schedules shall be attached to this Agreement. The Schedules shall indicate the related Articles and paragraphs of this Agreement in the heading.

10. The definitions of Article 1 and those of Schedule 1:1 shall apply to all Schedules of the Agreement.

11. This Agreement is drawn up in two originals in English, Dutch, French and Spanish respectively, each text being equally valid.

IN WITNESS THEREOF the undersigned representatives, being duly authorized by their respective Governments have signed this Agreement.

Signed by

1. For the Government of **Antigua & Barbuda** on at

2. For the Government of The **Bahamas** on at

3. For the Government of **Barbados** on at

4. For the Government of **Belize** on at

5. For the Government of **Commonwealth of Dominica** on at

6. For the Government of **Dominican Republic** on at

7. For the Government of **Grenada** on at

8. For the Government of **Guyana** on at

9. For the Government of **Haiti** on at

10. For the Government of **Jamaica** on at

11. For the Government of **Saint Lucia** on at

12. For the Government of **St. Kitts & Nevis** on at

13. For the Government of **St. Vincent & The Grenadines** on at

14. For the Government of **Suriname** on at

15. For the Government of **Trinidad & Tobago** on at

SCHEDULE 1

STATUTES OF THE CARIBBEAN EXPORT DEVELOPMENT AGENCY (CARIBBEAN EXPORT)

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Annex A LOGO OF THE AGENCY

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SCHEDULE 1

STATUTES OF THE CARIBBEAN EXPORT DEVELOPMENT AGENCY (CARIBBEAN EXPORT)

Item 1 DEFINITIONS
[ref. Article 1]

In addition to the definitions listed in Article 1 of the Agreement, the following definitions shall be employed:

(a) The "Agreement" means the Agreement for the establishment of the Caribbean Export Development Agency;

(b) "Financing Agreement" means each of the consecutive Agreements between the European Commission and the CARIFORUM States for the funding of programmes within the Trade Sector;

(c) "CARIFORUM" means the entity comprising Caribbean States established to coordinate the allocation and undertake the monitoring of resources out of the European Development Fund for the purpose of financing regional projects in the Caribbean Member States;

(d) "CARIFORUM Council of Ministers" means the Council of Ministers of the entity referred to in sub-item 1:1 *(a)*

(e) "Secretary General" means the Secretary General of CARIFORUM who heads the CARIFORUM Secretariat, and

(f) "Delegations" means the Delegation of the Commission of the European Union based in Barbados, the Dominican Republic and Guyana.

ITEM 2

NAMES AND LOGO

1. The official names of the Agency shall be:

(a) "Agentschap voor Caraibische Exportbevordering" [Dutch]

(b) "Caribbean Export Development Agency" [English]

(c) "Agence du Caraibe pour le dévelppement de l'Exportation" [French]

(d) "Agencia del Caribe para el desarollo de la exportación" [Spanish]

2. The logo of the Agency shall be: "CARIBBEAN EXPORT" and is graphically rendered in Annex A.

3. The Logo may only be reproduced with the expressed authorisation of the Executive Director.

ITEM 3

OBJECTIVES AND FUNCTIONS

[ref. Article 2 and Article 3]

1. In compliance with its general objectives and functions as specified in Articles 2 and 3 of the Agreement and the Financing Agreement, the Agency shall fulfill a central implementing role and shall have a coordinating and overseeing function that may be detailed as follows:

(a) provide assistance to other implementing and cooperating agencies in the preparation of their annual work programmes and budgets;

(b) receive, analyze and advise implementing and cooperating agencies on their annual work programmes and budgets in strict compliance with the approved project document, financing proposal and financing agreement;

(c) advise on arrangements to adapt, change and to transfer from one item to another item, upon application for such changes by cooperating and implementing agencies and institutions;

(d) develop and submit consolidated annual work programmes and budgets as well as submit work programmes for individual components of the programme after submission by and agreement with cooperating and implementing agencies and institutions;

(e) authenticate, approve or effect transfers to, or payments by cooperating and implementing agencies and institutions;

(f) receive, analyze and submit quarterly performance reports and financial statements from cooperating and implementing agencies and institutions;

(g) advise on contracts and sub-contracts for work and for the employment of technical assistance and experts as may be required, and

(h) serve as the Secretariat of the Board and the Executive committee.

2. The Agency shall employ a number of agencies, institutions and individuals that will act on its behalf, whose roles and functions may be outlined as follows:

(a) preparation of detailed draft work programmes and budgets for submission and consideration;

(b) recruitment, employment and retention of core staff either from its own resources or resources provided through the project;

(c) preparation of terms of reference, select and mobilization of technical assistance as specified under the approved programme;

(d) undertaking of assignments and activities and the delivering of services as specified under the approved programme, and

(e) incurring approved expenditure, maintaining the appropriate financial records and submitting regular accounts in accordance with the provisions of the approved programme and approved EC financial regulations.

ITEMS 4 MEMBERSHIP

[ref. Article 4, paragraphs 2 — 4]

1. A State in the Caribbean Region, other than those listed in Article 4, paragraph 1 of the Agreement, may apply and become a member of the Agency in accordance with the following procedure:

(a) the applicant shall submit to the Executive Director a diplomatic note, signed by a duly authorized representative of that State;

(b) the Executive Director shall submit the diplomatic note to the Board;

(c) the Board shall prepare:

(i) a proposal

(ii) an explanatory memorandum

(iii) a formal recommendation

which shall be submitted to the Council accompanied by the diplomatic note referred to under sub-item 4:1 *(a);*

(d) the Council shall consider the application and notify the Board of its decision;

(e) in the event of a positive decision by the Council, the Board shall invite the candidate Member State to deposit an instrument of accession to formalise its Membership as referred to in Article 13 paragraph 2 of the Agreement;

(f) in the event of a negative decision by the Council, the Board shall promptly notify the applicant of the Council's decision, through the Executive Director.

2. *(a)* Observing the restriction of Article 8, paragraph 6 of the Agreement, a Member State that intends to withdraw from the Agency shall notify the Executive Director by diplomatic note four (4) months prior to the intended date of termination of Membership.

(b) The Executive Director shall prepare a resolution to be presented at the ensuing meeting of the Board.

(c) The draft resolution shall include:

(i) a transcript of the diplomatic note referred to in sub-item 4:2 (a)

(ii) a detailed report of the activities of the Agency in progress in that Member State

(iii) a statement of the outstanding liabilities of the Member State, and

(iv) any information necessary to ensure an orderly withdrawal of the Member State;

3. The Board shall review the draft resolution and submit its recommendations to the Council.

4. The Council shall, at its ensuing meeting adopt the draft resolution by simple

majority and the withdrawal shall be final, subject to the conditions specified by the Council with regard to outstanding liabilities and others.

5. The Executive Director shall promptly notify:

(a) the Member State requesting withdrawal;

(b) the other Member States, and

(c) the depository of the Agreements.

ITEM 5

THE COUNCIL OF MINISTERS: Rules and Procedures

[ref. Anticle 5 and Article 5:1]

1. The Council comprises Ministers or their alternates annually designated by the Governments of the Member States. The CARIFORUM Council of Ministers shall initially constitute the Council of the Agency and shall be represented by the Secretary General between meetings.

2. The number of Ministers or their alternates constituting the Council shall be the same as the number of Member States. Member States shall notify the Secretary General of their intention to be presented by an alternate, when it is not possible for the nominated Minister to attend a meeting.

3. In accordance with the Financing Agreement the Council may delegate such powers to the Board, as to enable them to fulfill the objectives and functions, detailed in item 3 and item 6, sub-item 8 of this Schedule. In the event of the expiration of the current Financing Agreement and/or the conclusion of new Agreements, the powers of the Board and the delegation of same shall be redefined by the Council. The delegation of power to the Board shall be effected through a resolution, adopted by consensus.

4. The meetings of the Council shall be governed by the same rules and procedures established for meetings of the CARIFORUM Council of Ministers, including the rules concerning the nomination of the Chairperson and the Deputy Chairperson.

5. The Chairperson of the Board shall present a report on the implementation of the programme and the realisation of the budget over the past year, at the annual meeting of the budget over the past year, at the annual meeting of the Council. This report shall be prepared by the Executive Director.

6. The Secretary General shall forward the minutes of the meetings of the Council to the Chairperson of the Board, who shall subsequently send these minutes to the Executive Director.

7. The Executive Director shall forward the reports of the meetings, including the minutes, to the following persons and institutions within two weeks after the meeting:

(a) The Governments of the Member States to the attention of the designated Ministers and their alternates;

(b) The Secretary General;

(c) The Chairperson and other members of the Board;

(d) All cooperating and implementing Agencies and Institutions, and

(e) The Delegations.

ITEM 6 BOARD OF DIRECTORS: Rules and Procedures

[ref. Article 5 and Article 5:2]

1. The Board comprises Directors or their alternates, as selected or replaced by the Government of each Member State.

2. The number of Directors or their alternates constituting the Board shall be the same as the number of Member States. Member States shall notify the Executive Director of their intention to be represented by an alternate, when it is not possible for the nominated Director to attend a meeting.

3. The Directors or their alternates shall serve on the Board for a term of two years, after which a new Board shall be appointed. In the event of an interim nomination of a Director or an alternate, he shall serve for the remainder of the current term of the Board.

4. A Director or alternate may resign at any time by giving written notice to the Chairperson and the Executive Director. The resignation shall take effect upon receipt of same.

5. A Director or alternate shall resign as a member of the Board in case:

(a) he is elected or appointed to a political office at a national or international level;

(b) he accepts a function in the Agency as member of the Staff or as a Consultant.

6. The Board shall be responsible for the conduct of the operations of the Agency, based on the powers delegated to it by the Council. In accordance with the Financing Agreement, these are the powers to:

(a) appoint independent auditors to audit the annual accounts of the Agency and to prepare reports and audited statements of accounts, as necessary;

(b) appoint Staff members to predetermined Senior Staff positions. The Chairperson of the Board shall provide the Executive Director with a detailed list of these positions.

(c) approve work programmes and budgets, presented by the Executive Director;

(d) develop proposals that may lead to new financial and other resources, so as to meet the needs of the Agency;

(e) maintain and develop relations with other regional/international entities and/or Governments, in order to facilitate and promote the objectives and programmes of the Agency;

(f) oversee and validate the overall direction and the policies of the Agency;

(g) prepare draft resolutions for decision by the Council;

(h) review reports, presented by the Executive Director regarding the implementation of the approved work programmes and budgets;

(i) select from its members, an Executive Committee, consisting of eight (8) Directors and alternates, and

(j) submit a proposal for the appointment of the Executive Director by the Council.

7. The Board shall meet semi-annually, observing intervals of six (6) months.

8. Extraordinary meetings of the Board may be summoned by the Chairperson of the Board or by two (2) or more Directors who submit their request through the Chairperson. The rules and procedures of the regular meetings shall apply.

9. The Board shall elect, by consensus, a Chairperson and a Deputy Chairperson from among its members. The Chairperson/Deputy Chairperson shall hold office for a term of two years and may be re-elected for not more than one (1) consecutive term.

10. The Chairperson shall preside at all meetings of the Board. In his absence from the meeting, the Deputy Chairperson shall preside. If the Deputy Chairperson is also absent from the meeting, the Directors present at the meeting shall elect an interim Chairperson to reside at that meeting.

11. In the event that a Chairperson has to be replaced for whatever reason, a new Chairperson shall be elected at the ensuing meeting of the Board. The Deputy

Chairperson shall preside over the meeting, until the new Chairperson is elected. A similar procedure shall apply in case of the replacement of the Deputy Chairperson. Alternates of a Director who is an elected Chairperson or a Director who is an elected Deputy Chairperson shall not, unless elected, replace them in their capacity as Chairperson or Deputy Chairperson.

12. The Chairperson and the Deputy Chairperson shall serve in the same capacities on the Executive Committee.

13. The presence of two-thirds of the entire Board shall constitute a quorum at any meeting of the Board.

14. The Board shall strive for decision making by consensus. Voting shall only take place, when such is deemed unavoidable. The meeting shall decide on the method of voting to be followed.

15. The Chairperson may introduce the resolution (s) to be voted upon, as initiated and seconded by at least two Directors at the meeting. Votes shall be cast by each Director or alternate, on the basis of one Member State, one vote. If the number of votes cast "in favour" and the number of votes cast "against" turn out to be equal, the Chairperson shall have the casting vote on the resolution under consideration. Decisions shall be made by a simple majority, unless otherwise stipulated in the Agreement.

16. Any decision that could be taken at a meeting of the Board or the Executive Committee, may be taken without a meeting, if all Directors consent in writing to the adoption of a resolution authorizing such action. Such resolution and written consents shall be:

(a) filed with the minutes of proceedings of the Board, and

(b) be subject to final endorsement at the ensuing meeting of the Board or the Executive Committee.

17. The Board may from time to time invite representatives from other regional or extra-regional entities as observers to its meetings. These observers shall not have the right to vote.

18. The Board shall invite the CARICOM Secretariat as observer to its meetings.

19. In the event that the Board and/or an individual Director wishes to invite an expert for assistance at the meeting, the Chairperson shall be informed prior to the meeting, indicating name and position of this expert and the item (s) on the Agenda for which the expert assistance will be needed. These experts shall not have the right to vote.

20. Notice of the date, venue and the provisional Agenda, accompanied by the relevant documents, of a meeting of the Board shall be given by the Executive

Director by mail, facsimile or courier to each Director at least twenty-one (21) days prior to the meeting.

21. The Provisional Agenda for a meeting may include:

(a) confirmation of the minutes of the previous meeting and decisions, taken by written consent as referred to in sub-item 6:17;

(b) items referred to in sub-item 6 as presented by the Executive Director, and

(c) items requested by a Member State.

The items referred to in sub *(b)* and sub (c) shall be accompanied by explanatory memoranda and all relevant documents. Individual Directors are entitled to propose items for inclusion in the provisional Agenda at the commencement of the meeting. The Board shall establish the Agenda at the commencement of each meeting.

22. The Executive Director shall function as Secretary of the Board. In this capacity, he shall be responsible for:

(a) the minutes of the meting;

(b) a report of the meeting of the Board, including any proposals for consideration the Council of Ministers, and

(c) the preparation of the documents referred to in sub-item 6:22 *(a)* and 6:22 *(b)* in Dutch, English, French and Spanish.

The minutes, referred to in sub-item 6:22 (a), shall be confirmed at the ensuing meeting.

23. The Executive Director shall forward the report of the meeting to the following institutions within two (2) weeks after the meeting:

(a) The Governments of the Member States;

(b) The Secretary General;

(c) The Members of the Board and their alternates;

(d) All cooperating and implementing Agencies and Institutions;

(e) The Delegations, and

(f) The CARICOM Secretariat.

ITEM 7 EXECUTIVE COMMITTEE: Rules and Procedures

[ref. Article 5 and Article 5:3]

1. In accordance with the Financing Agreement, the initial Executive Committee Comprises:

(a) two (2) Directors selected jointly by Barbados, The Bahamas, Guyana, Jamaica and Trinidad & Tobago;

(b) one (1) Director selected by Belize;

(c) one (1) Director selected by the Dominican Republic;

(d) two (2) Directors selected jointly by Antigua & Barbuda, Dominica, Grenada, St. Kitts & Nevis, Saint Lucia and St. Vincent & the Grenadines;

(e) one (1) Director selected by Haiti;

(f) one (1) Director selected by Suriname, and

(g) the Executive Director, who shall serve as Secretary to the Executive Committee.

In the event of the expiration of the Financing Agreement of July 1995 and/or the conclusion of new agreements, the Board shall redefine the criteria, rules and procedures for the election of subsequent Executive Committees.

2. The Executive Committee shall have and exercise, between meetings of the Board, all powers of the Board, subject to such restrictions as may have been prescribed by the Board.

3. The Executive Committee shall have the following specific tasks:

(a) receive and review quarterly reports, prepared by the Executive Director;

(b) prepare semi-annual reports on the implementation of the work programme and the realisation of the budget on behalf of the Board;

(c) receive proposals from the Executive Director concerning the appointment of Senior Staff members with regard to the Staff positions to be filled by the Board;

(d) review the results of consultancies within the framework of the work programme, and

(e) prepare draft Schedules for approval by the Board.

4. Alternates, who have been nominated to the Board shall act in the same capacity as the designated members of the Executive Committee.

5. The duration of the tenure of office on the Executive Committee shall be the time as the duration of service on the Board.

6. The Executive Committee shall meet quarterly and shall observe the same procedures, applicable to meetings of the Board.

7. The presence of at least five (5) Directors shall constitute a quorum at any meetings of the Executive Committee.

8. The Executive Committee may from time to time invite observers and experts to its meetings under the same conditions as specified for meetings of the Board. In accordance with the Financing Agreement, the Executive Committee shall invite to their meetings:

(a) the Secretary General and the Secretariat;

(b) representatives of the implementing agencies, and

(c) representatives of the Delegations.

9. The Executive Committee shall invite the CARICOM Secretariat as observer to its meetings.

ITEM 8

EXECUTIVE DIRECTOR AND STAFF

[ref. Article 5 and Article 5:4]

1. The Executive Director shall be appointed by the Board, by consensus. This appointment shall be endorsed by the Council, by consensus. In accordance with the Financing Agreement this appointment shall also require the approval of the European Development Fund.

2. The contract of employment detailing the rights and responsibilities of the Agency and of the Executive Director vice versa, shall be signed by the Chairperson of the Board and the Executive Director respectively. This contract shall be effective for consecutive terms of two (2) years.

3. The Executive Director may resign at any time by giving written notice to the Chairperson of the Board. The resignation shall take effect three (3) months after receipt of same, or so much earlier as the filling of the vacancy can be provided for by the Board.

4. The Executive Director shall cease to hold office at any time the Board so decides, by consensus.

5. Observing the Staff Rules referred to in Schedule 2, the function of Executive Director shall be considered terminated for any one of the following reasons:

(a) death;

(b) incapacitating circumstances of a physical nature and/or moral nature, that constitute an impediment for fulfilling this function;

(c) dismissal by the Board, and

(d) resignation.

6. The stipulations of paragraph 1 to 5, shall equally apply to the Deputy Executive Director (s).

7. Vacancies occurring in the office of Executive Director or Deputy Executive Director may be filled by action of the Executive Committee, until the next meeting of the Board, and until a successor is appointed, endorsed and approved, as referred to in sub-item 1 of this Item.

8. The Executive Director and his Staff members shall have all the powers and duties, provided for in these Statutes, subject to the control of the Board, and dictated by prevailing agreements with other entities.

9. The Executive Director appoints all Staff members except those to be appointed in those Senior Staff positions reserved for appointment by the Board. The policy and conditions for the recruitment and appointment of Staff are laid down in Schedule 2 and in the agreements concluded with the individual staff members.

ITEM 9

COMPENSATION

[ref. Article 5:1, paragraph 9 and Article 5:2, paragraph 9]

No Minister, Director on the Board or Director on the Executive Committee or their alternates shall receive, for acting in such capacity, any compensation, payments to cover loss of earnings, or other emoluments from the Agency, nor shall any such person receive fees or honoraria for attending meetings. The Board shall, after approval of its proposals by the Council, establish the rules for reimbursement of Directors or their alternates, who incur travel and subsistence expenses in the attendance of meetings.

ITEM 10

FINANCIAL ARRANGEMENTS

[ref. Article 3, paragraph 1 (b) and Article 10]

1. The Financial arrangements with regard to:

(a) the acquisition of funds;

(b) the disbursement of funds;

(c) the accounting systems and procedures that apply, and

(d) auditing

shall be determined in separate Agreements with the funding agencies.

2. The Financing Agreement shall specify the prevailing arrangements as referenced to in sub-item 10:1

ITEM 11

FINAL PROVISIONS

1. The prevailing Financing Agreement is attached to this Schedule as Annex B.

2. Annex A and B shall form an integral part of these Statutes.

SCHEDULE 2

APPOINTMENT OF STAFF: CLASSIFICATIONS, TERMS AND CONDITIONS

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SCHEDULE 2

APPOINTMENT OF STAFF: CLASSIFICATIONS, TERMS AND CONDITIONS

TABLE OF CONTENTS

ITEM 1

STAFF STRUCTURE

1. The Agency shall initially have its Headquarters in Barbados and a Sub-regional Office in the Dominican Republic. Protocols, established with the respective host Governments, provide for the public administrative conditions regarding the employment of resident Staff members, who are nationals or foreigners.

2. The organs of the Agency may be categorized as policy making and executive, respectively. The individuals who function at the policy making level shall not be part of the Staff, while those who function at the executive and implementation level shall constitute the Staff of the Agency. The Agency shall conclude agreements of employment with these individuals.

3. With the exception on the Senior Staff positions reserved for appointment by the Broad, as referred to in Schedule 1, Item 8:8, the Executive Director shall appoint all Staff members.

4. Three (3) levels of Staff may be identified, each with their classification and grading of positions:

Level	1:	Executive Director and Management	P1 - P5
Level	2:	Senior Staff	S1 - S5
Level	3:	Supporting Staff	A1 - A5

The grades within each classification may be extended.

ITEM 2

TERMS AND CONDITIONS FOR RECRUITMENT AND APPOINTMENT OF STAFF MEMBERS

1. The recruitment and appointment of Staff members shall be based on Work Programmes, the Annual Budgets and Staff Rules, as designed and drafted by the Executive Director and recommended by the Executive Committee and approved by the Board.

2. The Work Programme shall outline the structure of the Organisation, including, *inter alia:*

(a) organisation and functional charts;

(b) statements of objectives, functions and responsibilities for each level, component and unit;

(c) a job classification plan, and

(d) written job descriptions.

3. The Work Programme shall clearly define the main objectives and the required functions and activities in time schedules.

4. Based on the Work Programme and the Annual Budget, the Human Resource planning shall include, *inter alia:*

(a) a programme, comprising selection, training promotion and carer planning;

(b) relevant qualifications;

(c) a salary structure, including emoluments and other compensations;

(d) establishment of performance standards and criteria to measure performance, and

(e) a programme to periodically appraise Staff performance in conformity with the established standards and criteria.

5. The Staff Rules shall be designed and structured to serve the objectives of the Agency. These regulations shall include the rights and obligations of the Staff members and establish rules of conduct and protocol. The agreements with the Staff members shall include the document entitled "Staff Rules", prepared by the Executive Director and approved by the Board on recommendation of the Executive Committee.

6. The policies for recruitment and appointment of Staff shall included, bud are not limited to, the following:

(a) a specific description of the vacant positions(s);

(b) a specification of the general and specific skills required;

(c) notification of vacancies in all Member States, employing adequate channels of communication;

(d) geographical distribution of Staff positions, with full acknowledgment of sub-item 2:7 *(b)*

ITEM 3

PRIVILEGES And immunities

1. The Executive Director shall, from time to time, provide all Member States with:

(a) a detailed list of Staff members of the Agency who are holders of a "laissez passer", issued by the proper authorities;

(b) a detailed list of the Consultants contracted by the Agency, within the framework of the execution of the programme

2. The Staff members, holding positions under the levels 1 and 2, shall enjoy the privileges and immunities, described in Article 9 of the Agreement and in Schedule 4 in general, and those mentioned in Schedule 4, item 4:1 and item 4:2, in particular.

3. The Staff members, holding positions under level 3, shall enjoy the privileges and immunities, granted by the Governments that host the Headquarters and the Sub-regional Offices of the Agency.

SCHEDULE 3

TRANSITION FROM CARICOM (CEDP)
TO CARIBBEAN EXPORT

1. United such time as the Executive Director is appointed and in function, the Chairperson of the Board, elected on October 23, 1995 within the framework of the Financing Agreement shall be legally entrusted with the general and specific tasks to:

(a) supervise, monitor and manager the legal establishment of the "Caribbean Export Development Agency", as provided for in the Financial Agreement between the European Commission and the CARIFORUM States, annexed to Schedule 1 as Annex B;

(b) initiate the process to have the Executive Director's appointment approved by the Board and the European Commission and endorsed by the Council at its meeting of November 1995;

(c) sign the "Agreement for employment" with Staff members who have been recruited and appointed to serve at the Headquarters and/or the Sub-regional Office;

(d) sign the "Protocol of Transition and Future Cooperation", which embodies the transfer of the Work Programmes, the managerial and the

administrative functions from "CARICOM Export Development Project" to the "Caribbean Export Development Agency", within the framework of the Lome III and Lome IV Agreements with the European Commission on the one hand, detailing the future cooperation between CARICOM and the Agency on the other hand;

(e) sign the "Agreement for the transfer of assets and liabilities", which embodies the legal transfer of ownership and liabilities from CARICOM (CEDP) to the "Caribbean Export Development Agency", and

(f) sing the Protocols with the Governments of Barbados and the Dominican Republic, respectively, as referred to in Article 6, paragraph 3 and 4.

2. Matters regarding acknowledgments and continuation of the privileges and immunities, acquired on the basis of privileges and immunities of CARICOM, shall be subject of special arrangements as part of the Headquarters Agreement, concluded with the Government of Barbados.

SCHEDULE 4

PERSONAL PRIVILEGES AND IMMUNITIES

1. Subject to Article 9, paragraph 8, Staff members of the Agency of the specified classes 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, even after the person concerned has ceased to be a Staff members of the Agency. However, this immunity shall only extend to official acts and oral or written expressions performed during the tenure of office;

(b) exemption from any form of taxation or any other fiscal charge on salaries and emoluments received as Staff members of the Agency;

(c) immunity from national service obligations;

(d) exemption for themselves, members of their families and dependents forming part of their household from immigration restrictions and alien registration;

(e) the same facilities in respect of currency and exchange restrictions as are accorded to members of diplomatic missions of comparable rank, and

(f) the same repatriation facilities in time of international crisis for themselves, their families and dependents forming part of their household accorded to members of diplomatic missions of comparable rank.

2. Observing the Protocols that embody the Headquarters Agreement and the Sub-regional Office Agreement, respectively, Staff members of the Agency shall also enjoy the following privileges and immunities in addition to those listed in Item 1 of this Schedule:

(a) the right to export from a Member State free of duty and taxes or other fiscal charges with a similar effect their personal and household effects and one motor vehicle at the time of first taking up post as a Staff member of the Agency;

(b) the right to import into the Member State where the Headquarters or Sub-regional Office is located, free of duty and taxes or other fiscal charges with a similar effect, their personal and household effects and one motor vehicle at the time of first taking up post as a Staff member of the Agency;

(c) the right to import free of duty and taxes or other fiscal charges with a similar effect into the country of residence or to the country of which he is a national his personal and household effects including one motor vehicles on the termination of his duties in the Member State where the Headquarters or Sub-regional Office is located;

(d) the right to replace the motor vehicle and the household effects, under the same conditions as stipulated in sub-item 2 *(b)* of this Schedule, and

(e) the right to sell to third parties the replaced personal and household effects and the motor vehicle.

3. In addition to the privileges and immunities specified in Items 1 and 2 of this Schedule, the Executive Director and the Deputy Executive Director who heads a Sub-regional Office shall be accorded in respect of self, the spouse and children, the privileges and immunities normally accorded to Heads of diplomatic missions in accordance with international law.

4. A consultant employed on missions on behalf of the Agency, while present in the territory of a Member State party to this Agreement shall in the discharge of his duties, enjoy:

(a) immunity form personal arrest and detentions in respect of official acts and from seizure of their personal baggage, and the same inviolability for all papers and documents relating to the work in which they are engaged for the Agency;

(b) The same facilities in respect of currency and exchange regulations as are accorded to representative of foreign Governments on temporary official missions, and

(c) he shall enjoy in respect of words, spoken or written, and all acts done by them in the course of the performance of official duties the same immunity from legal process of every kind as is accorded to a diplomatic agent in accordance with international law, even after the person has ceased to be a Staff member of the Agency. However, this immunity shall only extend to official acts and expressions performed during the tenure of office.

5. A national of a Member State, while representing the Agency in the territory of that or another Member State shall in the discharge of his duties enjoy:

(a) the same immunity form seizure of his personal and official baggage, and the same inviolability for all papers and documents as is accorded to a diplomatic agent in accordance with international law;

(b) the right to use codes and to receive and send papers or correspondence by courier or in sealed bags;

(c) exemption in respect of himself and members of his family forming part of his household from immigration restriction, alien registration and national service obligations, and

(d) the same facilities in respect of currency or exchange restrictions and in respect of his official and personal baggage as are accorded to a representative of a foreign Government on a temporary official mission.

6. Any such representative shall also enjoy, in respect of words spoken or written and all acts done by them in the course of the performance of official duties, the same immunity from legal process of every kind as is accorded to a diplomatic agent in accordance with international law, even after the person has ceased to be a Staff member of the Agency. However, this immunity shall only extend to official acts and expressions performed during the tenure of office.

7. Schedule 2 shall classify the Staff members to whom Item 2 of this Schedule applies.

8. The Executive Director shall regularly notify the Governments of the Member States of the names and relevant personal data of the Staff members who enjoy the privileges, immunities and exemptions referred to in Items 1, 2 and 10 of this Schedule.

9. In the event of a change in the marital status of a Staff member during the tenure of office at the Headquarters or at a Sub-regional Office, the Agency shall ensure that immunities, privileges and exemptions derived from the marriage shall not be enjoyed simultaneously by both the former and the current spouse.

10. The executive Director may, subject to any conditions which may be laid down by the Council from time to time, issue "laissez-passer" to Staff members of the Agency. The "laisse-passer" shall be recognized and accepted as valid and sufficient travel documents by the Member States.

11. *(a)* upon the presentation of the "laissez-passer" by a Staff member of the Agency, travelling on official business of the Agency, the Staff member shall only be subject to customs and immigration formalities as are required for diplomatic personnel of a comparable rank.

(b) Notwithstanding sub-item 11 (a) of this Schedule, the baggage of a Staff member is not exempt from inspection, in accordance with international law, when there are reasonable grounds for presuming that it contains articles, the export or import which is prohibited by law or controlled by quarantine regulations.

(c) An inspection under sub-item 11 (b) of this Schedule shall be conducted only in the presence of the Staff member concerned.

12. Application for visas from experts and other persons who, though not holders of the Agency's "laissez-passer", present a certificate under the hand of the Executive Director certifying that they are travelling on business of the Agency shall be dealt with as speedily as possible.

13. Staff members of the Agency travelling on Agency's "laissez-passer" on business of the Agency shall be granted the same facilities as are accorded to officials of comparable rank forming part of the diplomatic missions to the Government concerned.

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