

AGREEMENT

between

THE GOVERNMENT OF BARBADOS

and

THE CARIBBEAN DISASTER EMERGENCY RESPONSE AGENCY

FOR THE PROVISION OF HEADQUARTERS FOR CDERA

WHEREAS the Caribbean Disaster Emergency Response Agency was established by agreement of 1991 between the governments of Antigua and Barbuda, The Bahamas, Barbados, Belize, the British Virgin Islands, Dominica, Grenada, Guyana, Jamaica, Montserrat, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines and Trinidad and Tobago;

AND WHEREAS the Caribbean Disaster Emergency Response Agency is desirous of establishing its headquarters in Barbados;

AND WHEREAS the Government of Barbados is committed to the establishment of the headquarters of the Caribbean Disaster Emergency Response Agency.

NOW IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I

Definitions

In this Agreement:

- (a) "agreement" means the agreement establishing the Caribbean Disaster Emergency Response Agency and includes any amendments thereto which take effect either provisionally or definitively (hereinafter referred to as "the agreement").
- (b) "archives of CDERA" means the records, correspondence, documents, manuscripts, photographs, slides, films and sound recordings belonging to or held by CDERA;
- (c) "CDERA" means the Caribbean Disaster Emergency Response Agency;
- (d) "Competent Authorities" means authorities of Barbados as may be appropriate in the context;
- (e) "expert" means a person engaged to perform technical services on behalf of CDERA by virtue of a contract;
- (f) "the Government" means the Government of Barbados;
- (g) "Headquarters of CDERA" means the premises occupied by CDERA;
- (h) "official" means any member of CDERA's permanent staff recruited by the Co-ordinator;

- (i) "property" includes all assets and funds belonging to or held or administered by CDERA and all income accruing to CDERA;
- (j) "Co-ordinator" means the Co-ordinator of CDERA as provided for by Article 10 of the Agreement;

ARTICLE II

Juridical Personality and Freedom of Action

1. CDERA shall possess full juridical personality in Barbados.
2. CDERA shall have the independence and freedom of action as is accorded to an international organization.
3.
 - (a) The Headquarters of CDERA shall be inviolable and shall be under the control and administration of CDERA as provided in this Agreement.
 - (b) Without prejudice to the provisions of Article IV, CDERA undertakes not to permit its Headquarters to be used as a refuge for fugitives from justice, or persons avoiding legal process or judicial proceedings.

ARTICLE III

Communications

1. The Government shall permit and protect free communication on the part of CDERA for all official purposes. In communicating with the Government and international organisations wherever situated, CDERA may employ all appropriate means including messages in code or cipher, couriers and sealed bags which shall have the same immunities and privileges as diplomatic couriers and bags.

2. Nothing in this Article shall be construed as precluding the adoption of appropriate security measures in the interest of the State of Barbados, after consultation with CDERA.

ARTICLE IV

Property and Archives

1. CDERA and its property, wherever located and by whomsoever held, shall enjoy immunity from legal process from all juridical and administrative proceedings and shall not be subject to the jurisdiction of the competent authorities except in particular cases in which immunity is expressly waived by the Council of the Agency. It is understood, however, that no waiver of immunity shall apply to any measure of execution.
2. The property of CDERA wherever located and by whomsoever held, shall be immune from search, requisition, confiscation, expropriation or any other form of interference, whether by executive, administrative, judicial or legislative action.
3. The archives and documents belonging to or held by CDERA shall be inviolable at any time and wherever they may be.

ARTICLE V

Exemption from taxes and customs duties

1. CDERA, its property and its operations and transactions undertaken in the discharge of its official functions shall be exempt from:

- (a) any form of direct taxation. There shall, however, be no exemption under this Article in respect of charges for public utilities of services supplied to CDERA;
- (b) customs duties in respect of goods and vehicles imported or exported by CDERA for its official use. Such articles shall not be sold within Barbados except under conditions agreed upon between the Government and CDERA;
- (c) restrictions on imports of goods or articles necessary for the discharge of its official functions or the sales and exports of CDERA's publications.

ARTICLE VI

Foreign Exchange Facilities

1. CDERA shall be entitled for its official use only;
 - (a) to purchase from authorized institutions, hold and make use of foreign currencies, to operate foreign currency bank accounts, and to purchase, hold and use funds and securities;
 - (b) to transfer funds, securities and foreign currencies to or from Barbados or within Barbados and to convert any currency held by it to any other currency.
2. CDERA shall, in exercising its rights under paragraph 1, pay due regard to any representations made by the Government and shall give effect to such representations so far as this is possible without detriment to the interests of CDERA.

ARTICLE VII

Privileges and Immunities of the Co-ordinator, Officials, Experts and Other Persons

1. The Co-ordinator shall enjoy the same diplomatic privileges and immunities within the territory of Barbados as are accorded to a Head of a Diplomatic Mission in accordance with the provisions of the *Diplomatic Immunities and Privileges Act*.
2. Officials and experts including such persons who are citizens and permanent residents of Barbados are exempt from income tax on salaries and remuneration paid by CDERA.
3. Officials and experts shall, provided they are not citizens or permanent residents of Barbados, be entitled to the following privileges, immunities and facilities within the territory of Barbados:
 - (a) freedom to maintain their personal accounts in foreign currencies and to withdraw funds upon termination of their services in the same currencies and in the same amounts as were brought into the country through authorized channels;
 - (b) the same repatriation facilities and the same rights to protection by the competent authorities in respect of themselves and their dependants as are accorded to members of diplomatic missions of comparable rank in periods of international crisis.
4. An official who is recruited from overseas for services within Barbados may at the time of first taking up his post in Barbados bring into Barbados free from customs duties, taxes or other charges (except those for services such as storage or cartage) in one or several shipments, his household and personal effects including one vehicle for personal use, provided that such shipment or

shipments shall have been brought into Barbados within six months from the date of the arrival of the official in Barbados. At the culmination of the official's assignment with CDERA, the exportation of his household and personal effects shall be free from customs duties, taxes or other charges.

5. An expert who is contracted from overseas may at the time of first taking up his attachment in Barbados bring into Barbados his household and personal effects under the same terms granted to officials in Section 3 above provided that the contractual period is for one year or more.
6. On the expiration of a three-year period, the Co-ordinator shall be allowed to dispose of his vehicle free of duty. Other senior officials shall be allowed to dispose of their vehicles free of duty on the expiration of a five-year period.
7. Officials and experts shall be entitled within Barbados to:
 - (a) immunity from legal process with respect to words spoken, written or in respect of acts executed by them in the performance of their official duties; and
 - (b) exemption from any tax on travel undertaken by them in the performances of their official duties.
8. (a) Subject to any laws or regulations restricting entry or movement for reasons of national security, the Government shall extend all facilities for the uninterrupted passage within the territory of Barbados as well as for the entry and departure therefrom to the categories of persons indicated below:

- (i) Members of the Council of CDERA and of the Board of Directors of CDERA;
 - (ii) officials of CDERA and their dependants;
 - (iii) experts and members of their families forming part of their household;
 - (iv) other persons invited to the Headquarters of CDERA on official business.
- (b) Visas for entry into and departure from Barbados for the persons indicated in this section shall be issued without charge.
- (c) This paragraph shall not apply in the event of a general interruption of transportation and shall not impede the effective application of laws in force in Barbados nor waive any application of quarantine regulations.
9. Persons, not being citizens or permanent residents of Barbados, and not being officials or experts employed by CDERA, who are members of missions, shall enjoy the privileges, immunities and facilities specified in paragraph 2 of this Article.
10. The Co-ordinator shall inform the Ministry of Foreign Affairs of the names of the persons for whom privileges, immunities, facilities and courtesies are requested.
11. Officials, experts and persons to whom paragraph 5 applies shall be provided by the Government with all documentation necessary to facilitate the efficient operation of CDERA.

12. (a) The privileges and immunities accorded by this Agreement are granted in the interests of CDERA and not for the personal benefit of the individuals themselves. The Co-ordinator shall take every precaution to prevent any abuse in the exercise of the privileges and immunities conferred and shall be under a duty to waive the immunity of its officials or experts or other persons, where in the opinion of the Co-ordinator the immunity would impede the course of justice and where it can be waived without prejudice to the purpose for which the immunity is accorded.
 - (b) In the case of the Co-ordinator, the Council may waive the immunity.
13. CDERA, officials, experts and other persons enjoying privileges and immunities under this Article shall co-operate at all times with the competent authorities to facilitate the proper administration of justice, ensure the observance of local laws and regulations and prevent the occurrence of any abuse in the exercise of the privileges and immunities specified in this Agreement.

ARTICLE VIII

Laissez-passer

1. The Government shall recognise and accept as a valid travel document equivalent to a passport the Laissez-passer of CDERA issued to the Co-ordinator and officials.

ARTICLE IX

Administrative and Financial Obligations of CDERA and the Government

1. Arrangements between CDERA and the Government relating to the provision by the Government of premises for the Co-ordinating Unit of CDERA and the services connected therewith shall be agreed upon by an exchange of letters between the Co-ordinator on behalf of CDERA and the Government.

ARTICLE X

Settlement of Disputes

1. Any difference between the Government and CDERA arising out of the interpretation or application of this Agreement or any supplementary agreements, or any question connected with the Headquarters or with relations between CDERA and the Government, which is not settled by negotiation or other agreed mode of settlement, shall be referred for final decision to a tribunal of three arbitrators, one to be appointed by the Government, one to be appointed by CDERA, and the third, who shall be chairman of the tribunal, to be chosen by the first two arbitrators. If the first two arbitrators fail to agree upon the third, the Government and CDERA shall request the Chief Justice of Barbados to choose the third arbitrator. A majority vote of the arbitrators shall be sufficient to constitute a decision which shall be final and binding. The third arbitrator shall be empowered to settle all questions of procedure in any case where there is disagreement with respect thereto.

ARTICLE XI
Entry into Force

- (1) The present Agreement shall enter into force immediately upon signature.
- (2) Consultations with respect to amendment of this Agreement may be entered into at the request of either Party.
- (3) This Agreement shall be interpreted in the light of its primary purpose, which is to enable CDERA to discharge its responsibilities fully and efficiently and to attain its objectives.

ARTICLE XII
Termination

This Agreement and any supplementary Agreement entered into between the Government and CDERA within the scope of its provisions shall cease to have effect six (6) months after either of the two Contracting Parties shall have given notice in writing to the other of its decision to terminate the Agreement, except as regards the provision applicable to the normal cessation of the activities of CDERA in Barbados and the disposal of its property in Barbados.

IN WITNESS WHEREOF, the duly authorized respective representatives of the Government and the Caribbean Disaster Emergency Response Agency have signed this Agreement.

Done in duplicate at Bridgetown this 12th day of November, 1997.

Erica A. Hiker

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**FOR THE GOVERNMENT
OF BARBADOS**

[Signature]

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**FOR THE CARIBBEAN DISASTER
EMERGENCY RESPONSE AGENCY**

