

CHAPTER 157A

**CARIBBEAN DISASTER EMERGENCY
RESPONSE AGENCY**

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CHAPTER 157A

CARIBBEAN DISASTER EMERGENCY
RESPONSE AGENCY

An Act to provide for the implementation by the Government of Barbados of the Agreement establishing the Caribbean Disaster Emergency Response Agency and of certain provisions contained in the Headquarters Agreement of that Agency, and for matters related thereto.

1998-2.
2001-8.[12th February, 1998] Commence-
ment.

1. This Act may be cited as the *Caribbean Disaster Emergency Response Agency Act*.

Short title.

PART I

Preliminary

2. In this Act

Interpreta-
tion.

"Agency" means the Caribbean Disaster Emergency Response Agency;

"Agency Agreement" means the Agreement establishing the Caribbean Disaster Emergency Response Agency, the text of which Agreement is set out in the *First Schedule*;

First
Schedule.

"Headquarters Agreement" means the Agreement between the Government of Barbados and the Agency regarding the Headquarters of the Agency, the text of which Agreement is set out in the *Second Schedule*.

Second
Schedule.

PART II

Provisions Relating to the Agency Agreement

Legal status
of the
Agency.
Cap. 1.

3. The Agency is a body corporate to which, subject to the provisions of the Agency Agreement, section 21 of the *Interpretation Act* applies.

Provisions
of Agency
Agreement
to have the
force of law.

4. Subject to this Act, Articles 21 to 23 and 26 to 30 of the Agency Agreement have the force of law in Barbados.

Proof of
entitlement
to
immunities
and
privileges.

5. If in any proceedings a question arises as to the entitlement of the Agency or any other person to an immunity or privilege granted by this Act, a certificate issued by or under the authority of the Minister responsible for Foreign Affairs stating that the Agency or other person is or is not so entitled is conclusive evidence of the fact so certified.

Financial
provisions
for giving
effect to the
Agency
Agreement.

6. (1) All payments required to be made by the Government to the Agency in respect of the obligations of Barbados under the Agency Agreement are charged on and are payable out of the Consolidated Fund.

(2) All moneys received by the Government from the Agency under the Agency Agreement shall be paid into the Consolidated Fund.

PART III

Provisions Relating to the Headquarters Agreement

Certain
provisions
of the Head-
quarters
Agreement
given force
of law.

7. The following provisions of the Headquarters Agreement have the force of law in Barbados:

- (a) Article II, paragraph 3;
- (b) Article IV;
- (c) Article V;

(d) Article VI; 2001-8.

(e) Article VII paragraphs 1 – 9 and 11; and

(f) Article IX.

8. (1) All moneys required to be paid by the Government for the purpose of meeting the obligations of Barbados under the Headquarters Agreement are hereby charged on and shall be paid out of the Consolidated Fund.

Financial provisions for giving effect to the Headquarters Agreement.

(2) Any moneys received by the Government from the Agency pursuant to the Agreement shall be paid into the Consolidated Fund.

PART IV

Miscellaneous

9. The Minister may make regulations for giving effect to the provisions of this Act. Regulations.

FIRST SCHEDULE

(Section 2)

AGREEMENT

**ESTABLISHING THE CARIBBEAN DISASTER EMERGENCY
RESPONSE AGENCY**

THE STATES PARTIES:

CONSCIOUS that the fragile economies and eco-systems of Caribbean States are extremely vulnerable to natural and man-made disasters;

RECALLING that during recent decades many Caribbean States have been adversely affected by a succession of hurricanes, namely Barbados (1955); Cuba, Trinidad and Tobago, Jamaica and Haiti (1964); Dominica and the Dominican Republic (1979); Saint Lucia, Haiti and Jamaica (1980) and Antigua and Barbuda, St. Kitts and Nevis and Montserrat (1989);

RECALLING FURTHER the volcanic eruptions in Martinique and St. Vincent and the Grenadines (1902); Guadeloupe (1976); St. Vincent and the Grenadines (1979) as well as the earthquakes in Jamaica (1902); Puerto Rico (1918); the Dominican Republic (1946) and Antigua and Barbuda (1974);

MINDFUL that, from time to time, several States of the Caribbean are subject to disastrous floods and landslides;

AWARE of the need to complement the initiatives of the Pan Caribbean Disaster Preparedness and Prevention Project by establishing a mechanism among Caribbean States in order to facilitate immediate and co-ordinated assistance to States participating therein in the event of a disaster;

HAVE AGREED AS FOLLOWS:

Article I

Definitions

In this Agreement, unless the context otherwise requires:

- (a) "Caribbean" means the territories of Member Countries of the Pan Caribbean Disaster Preparedness and Preservation Project;
- (b) "CARICOM" means the Caribbean Community;
- (c) "Co-ordinator" means the Disaster Emergency Response Co-ordinator appointed pursuant to Article 7;
- (d) "disaster" means a sudden event attributable directly and solely either to the operation of the forces of nature or to human intervention or to both of them and characterised by widespread destruction of lives or property accompanied by extensive dislocation of public services, but excluding events occasioned by war, military confrontation or mismanagement;

- (e) "national relief organisation" means the governmental agency charged with responsibility for disaster relief management;
- (f) "Participating State" means a State party to this Agreement and "affected Participating State" means such a State in the territory of which a disaster has occurred;
- (g) "State" includes a dependent political entity of the Caribbean.

Article 2

Establishment of the Agency

The Caribbean Disaster Emergency Response Agency (hereinafter referred to as "the Agency") is hereby established with the membership, structure, powers and functions herein set forth.

Article 3

Membership

Membership of the Agency shall be open to

- (a) the States listed in the Annex to this Agreement; and
- (b) other States admitted to membership thereof in accordance with Article 32.

Article 4

Objectives

The Agency shall have the following objectives:

- (a) to make an immediate and co-ordinated response by means of emergency disaster relief to an affected Participating State;
- (b) to secure, co-ordinate and channel to interested inter-governmental and non-governmental organisations reliable and comprehensive information on disasters affecting a Participating State;

- (c) to mobilise and co-ordinate disaster relief from governmental and non-governmental organisations for affected Participating States;
- (d) to mitigate or eliminate, as far as practicable, the immediate consequences of disasters in Participating States;
- (e) to promote the establishment, enhancement and maintenance on a sustainable basis of adequate emergency disaster response capabilities among the Members of the Agency.

Article 5

Organs of the Agency

The Agency shall have the following organs with the powers and functions specified in this Agreement:

- (a) The Council;
- (b) The Board of Directors; and
- (c) The Co-ordinating Unit.

Article 6

The Council

1. The Council shall consist of the Heads of Government of the Participating States.
2. Every member of the Council shall be entitled to nominate any other person to represent that member at meetings of the Council.
3. The Council shall meet in ordinary session at least once in every calendar year and shall convene in extraordinary sessions at the request of three-quarters of the membership of the Agency.
4. Subject to the provisions of paragraph 3 of this Article, the Council shall regulate its own procedure.

Article 7

Functions of the Council

The Council shall:

- (a) determine the policy of the Agency;
- (b) determine the organisations with which the Agency may establish functional relationships;
- (c) appoint the Disaster Emergency Response Co-ordinator on the recommendation of the Board of Directors;
- (d) designate such national disaster relief organisations as it may deem expedient as Sub-Regional Disaster Emergency Response Operational Units with the prior consent of the Governments of the Participating States concerned;
- (e) approve the budgets of the Agency and the contributions of Participating States thereto;
- (f) perform such other functions as it may deem necessary or expedient to achieve the objectives of this Agreement.

Article 8

The Board of Directors

1. The Board of Directors shall consist of the heads of national disaster relief organisations of Participating States, with the Co-ordinator as its Chairman.
2. The Chairman shall convene the meetings of the Board of Directors which shall meet at least once in every calendar year. The Chairman shall convene extraordinary meetings of the Board at the request of not less than one-half of its members.
3. Subject to the foregoing provisions, the Board of Directors shall regulate its own procedure.

Article 9

Functions of the Board of Directors

The Board of Directors shall:

- (a) establish procedures for mobilising national resources to provide assistance in a timely and efficacious manner;
- (b) establish a system for maintaining and sharing inventories of critical resources likely to be needed by Participating States in the event of a disaster;
- (c) establish arrangements for rapidly accessing financial resources to cover the cost of mobilisation in the event of disaster in a Participating State;
- (d) establish and maintain systems for facilitating the movement of resources originating in or transiting a Participating State having regard to the requirements of immigration and customs authorities;
- (e) establish *pro forma* lists of the likely requirements of Participating States in the event of disaster;
- (f) establish standards and procedures for the fair and equitable deployment of resources made available by Participating States in response to a disaster;
- (g) determine the standards and procedures for a phased triggering of the disaster response mechanism;
- (h) assess the contributions of Participating States to the administrative budget of the Agency and the Emergency Assistance Fund referred to in Article 25 and make recommendations to the Council;
- (i) perform such other functions as the Council may determine.

Article 10

The Co-ordinating Unit

1. The Co-ordinating Unit shall be the administrative headquarters of the Agency and it shall be located in such place as the Council shall decide.

2. The Co-ordinator shall be the Chief Administrative Officer of the Agency and shall act in that capacity at all meetings of the Council.

3. The appointment of the Co-ordinator shall be for a term not exceeding five years and he may be re-appointed.

4. The Co-ordinator shall make an annual report to the Council on the work of the Agency.

5. The Co-ordinator shall appoint the staff of the Unit. In particular, he shall appoint a Deputy Disaster Emergency Response Co-ordinator (hereinafter referred to as "the Deputy Co-ordinator") who shall be appointed from among persons with experience of, and shown capacity in, matters relating to emergency relief operations, social welfare or administration. The Deputy Co-ordinator shall serve for a period not exceeding two years and he may be re-appointed.

6. The paramount consideration in the recruitment and appointment of staff in the Co-ordinating Unit and in the determination of their conditions of service shall be the need to ensure the highest standards of competence, efficiency and integrity. Subject to this consideration, due regard shall be paid to the importance of recruiting staff on as wide a geographical basis as possible.

7. In the performance of their duties the Co-ordinator and his staff shall not seek or receive instructions from the Government of any Participating State or from any source external to the Agency. They shall refrain from any action which may reflect adversely on their positions as international officials responsible only to the Agency.

8. Participating States undertake to respect the international character of the responsibilities of the Co-ordinator and his staff and not seek to influence them in the discharge of their duties.

9. Subject to the approval of the Board of Directors, the Co-ordinator shall establish the terms and conditions of service of the staff of the Co-ordinating Unit.

Article 11

Functions of the Co-ordinating Unit

In addition to any other functions which may be allocated to it by the Council or the Board of Directors, the Co-ordinating Unit shall:

- (a) develop and maintain a reliable damage assessment system and procedures to facilitate rapid and effective evaluation of national disasters;

- (b) develop and maintain a comprehensive and reliable data base of key relevant resources (persons, facilities, equipment supplies) and a system for updating it;
- (c) establish, equip and maintain an emergency operations system capable of handling emergency telecommunications and facilitating coordination of emergency responses involving many services, supplies and facilities;
- (d) establish and maintain an efficient and reliable system of communications with sub-regional operational focal points in order to facilitate the mobilisation, deployment and coordination of disaster response supplies and services;
- (e) establish arrangements with regional airlines and shipping lines in order to ensure access to their facilities on a priority basis in the event of a disaster;
- (f) establish arrangements with regional media houses designed to ensure the dissemination of reliable information on national disasters to the public;
- (g) establish arrangements with CARICOM Committees of Ambassadors in various metropolitan centres in order to ensure the dissemination to them of reliable information on national disasters in Member States and to enlist their cooperation in mobilising disaster relief resources on a timely and structured basis;
- (h) establish and maintain a reliable system of communications with the heads of national relief organisations and ensure that their disaster response capabilities are maintained at agreed levels of operational efficiency;
- (i) establish and maintain relations with international relief organisations in order to facilitate accessing of their resources in the event of a disaster;
- (j) mobilise and organise technical assistance from interested national and international bodies to assist in the development of disaster response capabilities of Participating States;
- (k) provide a clearing house for relevant information and intelligence in all matters relating to disasters including current research being undertaken in all related regional institutions;
- (l) on the basis of a distress call or on such other basis as may be agreed and in consultation with, Sub-Regional Disaster Response Operational Units, trigger the mechanism;

- (m) provide assistance on request to the heads of national relief organisations in the event of a disaster;
- (n) liaise with the disciplined forces of the sending States both in the planning and response stage of any operation mounted after the activation of the triggering mechanism;
- (o) review periodically disaster response capabilities of Participating States and ensure that resources identified for the purpose are immediately available in the event of disasters in Participating States;
- (p) prepare the administrative and emergency budgets of the Agency for submission to the Board of Directors.

Article 12

Sub-Regional Disaster Emergency Response Operational Units

1. Where, pursuant to paragraph (d) of Article 7, the Council has designated Sub-Regional Disaster Emergency Response Operational Units, such bodies shall:

- (a) acquire and maintain on an updated basis comprehensive information on the facilities and services available in each of the Participating States for which they bear responsibility;
- (b) maintain and test on a regular basis communications with the Co-ordinating Unit and with critical response agencies under the control of national relief organisations;
- (c) maintain independent fuel and power supplies and ensure that relevant physical facilities are in a condition to withstand a major disaster;
- (d) keep and maintain at the operational focal point in serviceable and optimal working condition an equipment package containing essential items determined by the Board of Directors, subject to the approval of the Council.

2. In making a designation referred to in paragraph 1 of this Article, the Council shall identify the States for which the Sub-Regional Disaster Response Operational Unit concerned shall have responsibility.

Article 13

Undertaking of Participating States

Without prejudice to the requirement to discharge any other obligations assumed under or in connection with this Agreement, Participating States undertake:

- (a) to establish or maintain, as the case may be, national relief organisations capable of responding swiftly, effectively and in a co-ordinated manner to disasters in Participating States;
- (b) to establish emergency disaster planning groups and define national policies and priorities in the event of disasters;
- (c) provide national relief organisations with adequate support including named emergency co-ordinators, liaison officers with key Ministries, emergency services, utilities and the like;
- (d) to ask the named agencies (including the emergency services, Health and Public Works) and their co-ordinators with specific functions and responsibilities to ensure the development of an adequate response capability to support national disaster action;
- (e) to define the role and functions of key agencies such as the security services, Health and Public Works in disaster emergency response management and establish a system for regular review of their procedures for co-ordinated response;
- (f) establish and equip a suitable emergency operations centre capable of handling emergency telecommunications and co-ordinating emergency responses involving many services;
- (g) develop and maintain an emergency telecommunications system based on the most appropriate technology to ensure the co-ordination of emergency operations involving the emergency services mentioned above as well as voluntary private sector services;
- (h) establish and strengthen procedures for coping with major disaster threats and scenarios and review systems for testing the procedures by drills and simulations;
- (i) to review and rationalise legal arrangements for disaster mitigation and emergency action;

- (j) to review and catalogue past disaster events and list credible future emergency event scenarios and identify and map areas with special problems like flood prone and landslide prone areas;
- (k) to establish data bases of key resources, both human and material, and a system for keeping them current and to computerise and integrate them into an automated emergency information system;
- (l) to develop, in collaboration with competent governmental agencies, an emergency shelter policy and programme involving the full participation of local officials in community-based organisations;
- (m) to develop and review a system for community participation, local mobilisation and counter disaster action in the event of isolation;
- (n) to develop strategies for loss reduction in the public and private sectors focussing on vital economic activities and life-line activities like water supply;
- (o) to develop a system and procedures for damage assessment in order to facilitate rapid and effective post impact evaluation;
- (p) to develop and implement a comprehensive disaster public awareness, information and education programme involving media houses, schools, voluntary agencies and other institutions in order to ensure public participation and community involvement in the disaster management system;
- (q) develop and implement appropriate training programmes for persons involved in the disaster management system;
- (r) identify and seek participation in bilateral and multilateral technical co-operation programmes designed to develop disaster management capabilities;
- (s) to identify, maintain in a state of readiness and make available immediately on request by the Co-ordinator relevant material and human resources in the event of disaster.

Article 14

*Relations with Governmental and Non-Governmental
Institutions*

1. The Agency may conclude agreements with Governmental, Inter-Governmental and non-Governmental organisations or agencies in order to achieve the objectives of the Agency.
2. Unless the Council decides otherwise, the Co-ordinator may negotiate and conclude such Agreements on behalf of the Agency.

Article 15

Disciplined Forces

1. Where, in response to a request for assistance by any Participating State, members of the disciplined forces are despatched to any part of the territory of the requesting State, the Co-ordinator shall, subject to the express prior agreement of the competent authorities of the requesting State, designate a Special Co-ordinator from among the senior officers of such forces, acting after consultation with the Chiefs of Staff or Commanding officers of the disciplined forces concerned.
2. The Special Co-ordinator shall be charged with responsibility for co-ordinating the disaster relief efforts of the disciplined forces despatched to the Participating State concerned for the purpose.
3. No member of the disciplined forces shall be despatched to the territory of an affected Participating State without the express prior consent of that State.
4. In the absence of a contrary agreement between the requesting State and the sending State to that effect, members of the disciplined forces of the sending State shall be under the control and disciplinary authority of their commanding officer.

Article 16

Direction and Control of Assistance

1. Subject to paragraph 2 of this Article, the overall direction, control, co-ordination and supervision of assistance despatched to a requesting State shall be the responsibility within its territory of the requesting State.

2. Where the assistance from a sending State involves personnel other than disciplined forces, the sending State shall designate in consultation with the requesting State the person who should be in charge of, retain immediate operational supervision over the personnel, equipment and supplies provided by it. The person so designated shall exercise such supervision in co-operation with the competent authorities of the requesting State.

3. The requesting State shall provide to the extent of its capabilities local facilities and services for proper and efficient administration of communications assistance. In particular, the requesting State shall ensure that any ground stations brought into its territory for the purpose of rendering assistance shall be duly licensed to transmit and receive information in accordance with its domestic laws and regulations.

4. In the absence of a contrary agreement, ownership of equipment and materials despatched to the requesting State by a sending State during periods of assistance shall be unaffected and their prompt return shall be ensured.

5. The requesting State shall ensure the protection of personnel, equipment and materials brought into its territory for the purpose of rendering assistance in the event of a disaster.

Article 17

Competent Authorities and Contact Points

1. In the absence of a contrary indication from Participating States the competent authority and contact point to make requests for and accept offers of assistance in the event of a disaster shall be the head of the national relief organisation.

2. Contact points and a focal point within the Co-ordinating Unit shall be made available continuously.

3. The Co-ordinating Unit shall regularly and expeditiously provide Participating States and relevant international organisations with the information referred to in paragraphs 1 and 2 of this Article.

Article 18

Confidentiality and Public Statements

1. Participating States shall respect the confidentiality of any confidential information becoming available to them in connection with assistance requested in the event of a disaster. Such information shall be used exclusively for the purpose of the assistance agreed upon.

2. The sending States shall use its best endeavours to co-ordinate with the requesting State before releasing information to the public on the assistance provided in connection with a disaster.

Article 19

Costs of Providing Assistance

Except as may otherwise be agreed between them, the expenses incurred by a sending State in providing assistance to a requesting State shall be defrayed by the sending State.

Article 20

Termination of Assistance

1. The Co-ordinator shall, subject to paragraph 2 of this Article, in consultation with the requesting State, determine the period of response to a disaster.

2. The requesting or sending State may, at any time, after appropriate consultation and by notification in writing request the termination of assistance provided or received under this Agreement.

3. Upon a request being made in that behalf, the parties concerned shall consult with each other to make arrangements for the termination of the assistance.

Article 21

*Privileges, Immunities and Facilities to be accorded a
Sending State and its Personnel*

1. The requesting State shall accord to personnel of the sending State and personnel acting on its behalf the necessary privileges, immunities and facilities for the performance of their functions in rendering assistance.

2. Subject to prior notification by the sending State and acceptance by the requesting State of the personnel of the sending State or personnel acting on its behalf, the requesting State shall:

- (a) grant to such personnel immunity from arrest, detention and legal process including criminal, civil and administrative jurisdiction of the requesting State, in respect of acts or omissions in the performance of their functions in rendering assistance;
- (b) grant to such personnel exemption from taxes, duties or other charges, in respect of the performance of their functions in rendering assistance, as is accorded to diplomatic personnel in accordance with international law;
- (c) facilitate the entry into, stay in and departure from its territory of personnel so notified and accepted.

3. The requesting State shall:

- (a) accord the sending State exemption from taxes, duties or other charges on equipment and property brought into the territory of the requesting State by the sending State for the purpose of rendering assistance;
- (b) confer immunity from seizure, attachment or requisition of such equipment and property and ensure their return to the sending State.

4. Nothing in this Article shall require the requesting State to accord its nationals or permanent residents the privileges and immunities provided for in paragraph 2(b) of this Article.

5. All persons enjoying privileges and immunities under this Article have a duty to respect the law and regulations of the requesting State and shall not interfere in the domestic affairs of the requesting State.

Article 22

Transit of Personnel, Equipment and Property

Participating States shall, at the request of the requesting State or the sending State, take all measures necessary to facilitate the transit through their territory of duly notified personnel, equipment and property involved in rendering assistance to and from the requesting State.

Article 23

Claims and Compensation

1. Participating States shall co-operate in order to facilitate the settlement of legal proceedings and claims under this Article.

2. In the absence of a contrary agreement, the requesting State shall, in respect of death or injury to persons, damage to or loss of property, or damage to the environment caused within its territory or under its control or jurisdiction in the course of providing the assistance requested:

- (a) not bring any legal proceedings against the sending State or persons or other legal entities acting on its behalf;
- (b) assume responsibility for dealing with legal proceedings and claims brought by third parties against the sending State or against persons or other legal entities acting on its behalf except in cases of wilful misconduct or gross negligence;
- (c) hold the sending State or persons or other legal entities acting on its behalf harmless in respect of legal proceedings referred to in subparagraph (b) hereof;
- (d) compensate the sending State or persons or other legal entities acting on its behalf for death or injury to personnel of the sending State or persons or other legal entities acting on its behalf and for loss of or damage to non-consumable equipment or materials related to the assistance except in cases of wilful misconduct or gross negligence by individuals causing the death, injury or loss or damage.

3. Nothing in this Article shall be construed to prevent compensation or indemnity available under any applicable international agreement or national law of a Participating State nor to require the requesting State to apply paragraph 2 of this Article, in whole or in part, to its nationals or permanent residents.

Article 24

The Administrative Budget

1. The Agency shall establish an administrative budget, the funds of which shall be used to defray the ordinary expenses incurred in administering its affairs.

2. Participating States shall contribute to the administrative budget in accordance with a scale of assessment to be determined by the Board of Directors and approved by the Council.

3. The administrative budget shall be established on a biennial basis and the Co-ordinator shall cause the accounts of the Agency to be audited annually by external auditors approved by the Board of Directors.

4. The report of the auditors shall be presented by the Co-ordinator to the Board of Directors as soon as practicable for the consideration and approval of the Board.

5. The Co-ordinator, with the approval of the Board of Directors, shall establish financial regulations for the Agency.

Article 25

Emergency Assistance Fund

1. The Agency shall establish an Emergency Assistance Fund (hereinafter in this Article referred to as "the Fund") which shall be used solely to defray expenses incurred in connection with the rendering of assistance in the event of a disaster occurring in a Participating State.

2. Participating States shall contribute to the Fund in accordance with a scale of assessment to be determined by the Board of Directors and approved by the Council.

3. The Co-ordinator may accept contributions to the Fund from sources external to the Agency on such conditions as may be prescribed by them and agreed by the Board of Directors but without discrimination as to the Participating States to receive such assistance.

4. The Co-ordinator shall cause the accounts of the Fund to be audited annually by the auditors referred to in paragraph 3 of Article 24.

5. Paragraph 4 of Article 24 shall apply for the purposes of the Fund.

Article 26

Privileges and Immunities of the Agency

1. The Agency shall have international legal personality and such legal capacity as may be necessary for the exercise of its functions and the fulfilment of its objectives.
2. The Agency, its property and assets shall enjoy in the territories of the Participating States immunity from legal process except to the extent that the Agency waives this immunity expressly in any particular case.
3. The property and assets of the Agency in Participating States wherever located and by whomsoever held shall be immune from search, requisition, confiscation, appropriation or any other form of seizure by executive or legislative action.
4. The property and assets of the Agency shall be exempt from restrictions, regulations, controls and moratoria of any kind.
5. The archives of the Agency, wherever located, shall be inviolable. Proprietary data, confidential information and personnel records shall not be placed in archives open to public inspection.
6. In respect of its official communications the Agency shall be accorded by each Participating State treatment no less favourable than that accorded by that State to other international organisations.

Article 27

Representatives and Staff of the Agency

Representatives of Participating States attending meetings of the Council of the Board of Directors and the Co-ordinator and other staff of the Unit shall enjoy in the territory of each Participating State:

- (a) immunity from legal process with respect to acts performed by them in the exercise of their functions, except to the extent that the State which they represent or the agency as appropriate expressly waives this immunity in any particular case;

- (b) where they are not nationals of that Participating State, the same exemptions from immigration restrictions, alien registration requirements and national service obligations, the same facilities as regards exchange restrictions and the same treatment in respect of travelling facilities as are accorded by that Participating State to the representatives, officials and employees of comparable rank of other Participating States.

Article 28

Exemptions from Taxes and Customs Duties

1. The Agency, its assets and property, its income, and its operations and transactions within the contemplation of this Agreement, shall be exempt from all direct taxation and goods imported or exported for its official use shall be exempt from all customs duties. The Agency shall not claim exemption from taxes which are no more than charges for services rendered.

2. Where purchases of goods or services of substantial value necessary for the official activities of the Agency are made by or on behalf of the Agency, and where the price of such goods or services includes taxes or duties, appropriate measures shall, to the extent practicable, be taken by Participating States to grant exemptions from such taxes or duties or provide for their reimbursement.

3. Goods imported or purchased under an exemption provided for in this Article shall not be sold or otherwise disposed of in the territory of the Participating State granting the exemptions, except under conditions agreed with that Participating Member State.

4. No tax shall be levied by Participating States or in respect of salaries and other emoluments paid or any other form of payment made by the Agency to the Co-ordinator and staff of the Agency as well as experts performing missions for the Agency, not being their nationals.

Article 29

Suspension of Rights and Privileges of Membership

1. A Participating State which is in arrears in the payment of its financial contribution to the administrative budget of the Agency shall have no vote in the Council or the Board of Directors if the amount of the arrears equals or exceeds the amount of the contributions due from it for the preceding two financial years.

2. A Participating State which has grossly and persistently violated the obligations assumed under this Agreement may be suspended from the exercise of the rights and privileges of membership by the Council.

3. A determination within the meaning of paragraph 2 of this Article shall be made by the Council.

Article 30

Settlement of Disputes

In the absence of a contrary agreement between the parties concerned, all disputes arising from or in connection with the interpretation or application of this Agreement shall be settled by the Council.

Article 31

Signature and Ratification

The Agreement shall be open for signature by the States listed in the Annex to this Agreement and shall be subject to ratification in accordance with their respective constitutional procedures.

Article 32

Entry into Force

1. This Agreement shall enter into force when Instruments of Ratification have been deposited by at least seven of the States listed in the Annex to this Agreement including Barbados, Jamaica and Trinidad and Tobago.

2. Any other Caribbean State not listed in the Annex to this Agreement may apply to become a member of the Agency. Applications for membership shall be submitted to the Co-ordinating Unit. Admission to membership of the Agency shall be determined by the Council on the recommendation of the Board of Directors.

3. A State admitted to membership in accordance with paragraph 2 of this Article shall deposit an appropriate Instrument of Accession with the CARICOM Secretariat before becoming entitled to enjoy the privileges of membership of the Agency.

Article 33

Depositary

1. The original of this Agreement and any amendments thereto shall be deposited with the CARICOM Secretariat.

2. The Secretary-General of CARICOM shall notify the Co-ordinating Unit of the Agency of the deposit of Instruments of Ratification or Accession, as the case may be.

Article 34

Amendments

1. Any Participating State may propose amendments to this Agreement.

2. Any proposal for an amendment to this Agreement shall be submitted to the Co-ordinating Unit which shall transmit it to the Board of Directors with its comments.

3. The Board of Directors shall consider the proposal together with the comments of the Co-ordinating Unit and make a recommendation to the Council.

4. The Council shall consider the proposal for amendment and may adopt it with such modifications as it deems necessary.

5. Amendments shall enter into force when ratified by all Participating States.

Article 35

Denunciation and Withdrawal

1. Any Participating State may denounce this Agreement and withdraw from the Agency.

2. Any Participating State wishing to withdraw from the Agency shall give to the Co-ordinating Unit twelve months' notice of its intention to do so and the Co-ordinator shall immediately notify the other Participating States.

3. The notice mentioned in paragraph 2 of this Article may be withdrawn at any time prior to the date on which withdrawal is to take effect.

4. A Participating State withdrawing from the Agency shall honour any financial obligations duly assumed by it during the period of its membership.

Article 36

Provisional Application

1. Seven or more of the Participating States listed in the Annex to this Agreement including Barbados, Jamaica and Trinidad and Tobago, may, upon signature, or at any later date before this Agreement enters into force, declare their intention to apply it provisionally.

2. Upon any such declaration, the Secretary-General of CARICOM shall convene an inaugural meeting of the Council.

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

Signed by **V. C. BIRD**

For the Government of Antigua and Barbuda on 7th March 1991 at St. John's Antigua.

Signed by **LYNDEN PINDLING**

For the Government of the Bahamas on 2nd July 1991 at Basseterre, St. Kitts and Nevis.

Signed by **L. ERSKINE SANDIFORD**

For the Government of Barbados on 26th February 1991 at Port-of-Spain, Trinidad and Tobago.

Signed by **GEORGE PRICE**

For the Government of Belize on 26th February 1991 at Port-of-Spain, Trinidad and Tobago.

Signed by **LAVITY STOUTE**

For the Government of the British Virgin Islands on 20th June 1991 at St. George's, Grenada.

Signed by **M. EUGENIA CHARLES**

For the Government of Dominica on 20th June 1991 at St. George's, Grenada.

Signed by **FRANCIS ALEXIS**

For the Government of Grenada on 14th May 1991 at Bridgetown, Barbados.

Signed by **DESMOND HOYTE**

For the Government of Guyana on 2nd July 1991 at Basseterre, St. Kitts and Nevis.

Signed by **MICHAEL MANLEY**

For the Government of Jamaica on 26th February 1991 at Port-of-Spain, Trinidad and Tobago.

Signed by **J. A. OSBORNE**

For the Government of Montserrat on 4th March, 1991 at Plymouth, Montserrat.

Signed by **KENNEDY A. SIMMONDS**

For the Government of St. Kitts and Nevis on 26th February 1991 at Port-of-Spain, Trinidad and Tobago.

Signed by **JOHN COMPTON**

For the Government of Saint Lucia on 26th February 1991 at Port-of-Spain, Trinidad and Tobago.

Signed by **JONATHAN PETERS**

For the Government of Saint Vincent and the Grenadines on 14th May 1991 at Bridgetown, Barbados.

Signed by **A. N. R. ROBINSON**

For the Government of Trinidad and Tobago on 26th February 1991 at Port-of-Spain, Trinidad and Tobago.

Antigua and Barbuda

Guyana

The Bahamas

Jamaica

Barbados

Montserrat

Belize

St. Kitts and Nevis

British Virgin Islands

Saint Lucia

Dominica

Saint Vincent and the Grenadines

Grenada

Trinidad and Tobago

SECOND SCHEDULE

(Section 2)

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, Monsterrat, 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 organisation.
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 or services supplied to CDERA;

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- (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

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

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

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.

BILLIE A. MILLER

FOR THE GOVERNMENT
OF BARBADOS

JEREMY COLLYMORE

FOR THE CARIBBEAN DISASTER
EMERGENCY RESPONSE AGENCY