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AGREEMENT between the Government of Belize and the Caribbean Community relating to the support, privileges and immunities to be granted in connection with the Caribbean Fisheries Resources Assessment and Management Program.

Whereas the Caribbean Community has designed a Program to provide the Community with the basic information and institutional capacity necessary to manage and develop the fishery resources of Member States of the Community;

and whereas the Government of Belize, together with other Member States of the Caribbean Community, is interested in participating in the Program;

and Whereas under the Program, a Project Coordinating Unit (PCU) will be established in Belize, responsible for the (overall) coordination and implementation of the Program;

and Whereas it is expedient to accord certain privileges and immunities to the Program (including its personnel) to function effectively:

NOW, THEREFORE, IT IS UNDERSTOOD AND AGREED AS FOLLOWS:-

ARTICLE 1

DEFINITIONS

In this Agreement:

- (a) "archives of the Program" means the records, correspondence, documents, manuscripts, photographs, slides, films and sound recordings belonging to the Program;
- (b) "competent authorities" means national or local authorities of Belize as may be appropriate in the context and in accordance with the laws of Belize;
- (c) "Government" means the Government of Belize.

- (d) "Headquarters Premises" means the premises occupied by the Program referred to in paragraph 1 of Article 2 of this Agreement;
- (e) "official of the Program" means any member of the staff of the Program;
- (f) "Program" means the Caribbean Fisheries Resources Assessment and Management Program;
- (g) "Program Director" means the officer responsible for the organization and implementation of the Program;
- (h) "Caricom" means the Caribbean Community;
- (i) "property" means all forms of property, including funds and assets belonging to or held or administered by the Program, and in general all income accruing to CARICOM;
- (j) "Secretariat" means the Caribbean Community Secretariat referred to in Article 15 of the Treaty;
- (k) "Secretary General" means the holder of the office established by Article 15 of the Treaty;
- (l) "Treaty" means the Treaty done at Chaguaramas on the 4th July, 1973 establishing the Caribbean Community;

ARTICLE 2

HEADQUARTERS PREMISES

1. The Headquarters premises of the Program shall be located in Belize City, Belize.

2. The Government hereby undertakes to provide a suitable and adequate building as the Headquarters premises of the Program.

3. The Government shall, subject to the availability of resources and arrangements made pursuant to paragraph 4 of Article 7 for reimbursement of the cost of services, provide security staff to the Program.

4. (a) The Headquarters premises shall be inviolable and shall be under the control and authority of the Program as provided for in this Agreement.

(b) Officials of the Government whether administrative, judicial, military or police, shall not enter the Headquarters premises to perform any official duties therein except with the consent of and under conditions agreed to by the Program Director acting on behalf of the Secretary General.

(c) The service of legal process, including the seizure of private property, may take place within the Headquarters premises only with the consent of and under conditions approved by the Secretary General.

(d) The Program shall prevent the Headquarters premises from becoming a refuge either for fugitives from justice, or persons who are endeavouring to avoid service of legal process or judicial proceedings.

ARTICLE 3

COMMUNICATIONS

1. The Program shall enjoy in Belize in respect of its official communications, treatment no less favourable than that accorded by the Government to any other Government or foreign diplomatic

mission or International Organization in Belize.

2. All correspondence or other communication of the Program shall be immune from censorship. Such immunity from censorship shall extend to printed matter, photographs, slides, films and sound recordings, this list being subject to amplification by agreement. The Program shall have the right to dispatch and receive correspondence whether by courier or in sealed bags which shall have the same immunities and privileges as diplomatic couriers and bags.

3. Nothing in paragraph 2 of this Article shall preclude the adoption, after consultation with the Program Director acting on behalf of the Secretary General, of appropriate security measures in the interest of Belize.

ARTICLE 4

ARCHIVES

The archives of the Program shall be inviolable.

ARTICLE 5

PROPERTY AND TAXATION

1. The Program and its property wherever located and by whomsoever held, shall enjoy immunity from legal process except in specific cases where such immunity is expressly waived by the Secretary General. No waiver of immunity shall subject the property of the Program to any measure of execution.

2. The property of the program wherever located and by whomever held, shall be immune from search, requisition, confiscation, expropriation or any other form of interference, whether by executive, administrative or judicial action.

3. The property of the Program shall be exempt from:
- (a) any form of direct or indirect taxation; it is understood however, that the program shall not claim exemption from taxes which are, in fact, no more than charges for public utility services;
 - (b) customs duties and, subject to any quarantine or health regulations for the time being in force, from prohibition and restrictions on imports and exports in respect of articles imported or exported by the Program for its official use; it is understood, however, that articles imported under such exemption shall not be sold within Belize except under conditions agreed to between the Government and the Program

ARTICLE 6

FINANCIAL AND EXCHANGE FACILITIES

1. The Government of Belize shall not subject the Program to any financial controls, regulations or moratoria and the program shall be entitled:

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

2. The Program, in exercising its rights under paragraph 1 of this Article, shall 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 interest of the Program.

ARTICLE 7

PUBLIC SERVICES AND PROTECTION
OF THE HEADQUARTERS PREMISES

1. The competent authorities shall provide to the extent requested by the Secretary General public services designed to ensure that the Headquarters premises shall be supplied on equitable terms with the necessary public services, including electricity, water, post, telephone, telegraph, transportation and fire protection.
2. In case of any interruption or threatened interruption of any such service, the competent authorities shall consider the needs of the Headquarters premises as being of equal importance with the similar needs of essential agencies of the Government, and shall take steps accordingly to ensure that the work of the Program is not prejudiced.
3. The competent authorities shall exercise reasonable care to ensure that the tranquility of the Headquarters premises is not disturbed by the unauthorised entry of any person or group of persons upon the premises.
4. If so requested by the Secretary General, the competent authorities shall provide a sufficient number of police officers for the preservation of law and order in the Headquarters premises. The Program shall, if requested, enter into arrangements with the competent authorities to reimburse them for the reasonable costs of such services.

ARTICLE 8TRANSIT

1. The competent authorities shall not impose any impediments to transit to or from the Headquarters premises of the following persons:

- (a) Representatives of Member States of the program;
- (b) Officials of the Program and the members of their families forming part of their household;
- (c) Persons, other than officials of the Program performing missions for the Program and members of their families forming part of their household;
- (d) Other persons invited to the Headquarters premises on official business.

2. The Secretary General shall communicate to the Government the names of the persons mentioned in paragraph 1 of this Article.

3. This Article shall not apply to general interruptions of transportation and shall not impair the effectiveness of generally applicable laws and regulations as to the operation of means of transport,.

4. Visas required by the persons referred to in paragraph 1 of this Article shall be granted free of charge.

5. A person claiming the rights granted under this Article may be required to produce evidence to establish his entitlement to be included in any of the categories specified in paragraph 1 of this Article.

6. A requirement to submit to quarantine or health regulations shall not be considered an imposition or an impediment within the meaning of paragraph 1 of this Article.

ARTICLE 9

PRIVILEGES AND IMMUNITIES

1. Officials of the Program shall enjoy in Belize the following privileges and immunities:

- (a) immunity against personal arrest and detention;
- (b) inviolability of their personal and official baggage;
- (c) immunity from legal process of any kind in respect of words spoken or written and of all acts performed by them in their official capacity, such immunity shall continue although the persons concerned have ceased to be officials of the Program;
- (d) exemption from any form of direct taxation on salaries, remuneration and allowances paid by the Program;
- (e) exemption for officials, other than citizens of Belize, from any form of direct taxation on income derived from sources outside Belize;
- (f) exemption in respect of themselves and members of their families forming part of their household from registration as aliens and immigration restrictions;
- (g) the necessary permits for the proper discharge of their duties;

- (h) immunity from national service obligations for themselves and their children and dependents forming part of their household other than children and dependents of citizens of Belize;
 - (i) work permits and visas for spouses of staff of the Program to permit them to undertake gainful employment where qualified or other competent nationals of Belize are not available;
 - (j) freedom for officials of the Program, other than citizens of Belize, to maintain within Belize foreign securities, external accounts and movable and immovable property and on termination of their appointment with the Program, the right to take out of Belize without restriction, funds accruing to them in connection with their employment with the Program, after taking into account a reasonable amount of living expenses, together with any amount brought into or transferred to Belize by them through authorised dealers.
 - (k) such other privileges and immunities similar to those enjoyed by diplomatic personnel, and in particular, exemption from payment of customs duties on imports in respect of articles imported for their official and private use.
2. Officials of the Program who are entitled to enjoy the privileges and immunities conferred by this Agreement shall be provided with identity cards by the Government to certify their entitlement.
3. (a) The privileges and immunities accorded by this Agreement are granted in the interest of the Program and not for the personal benefit of the individuals themselves. The

Secretary General may waive the immunity of any person entitled thereto in any case where, in his opinion, such immunity impedes or is likely to impede the course of justice and can be waived without prejudice to the interest of the Program.

- (b) Officials of the Program shall co-operate at all times with the competent authorities to facilitate the proper administration of justice, ensure the observance of all regulations and prevent the occurrence of any abuses in the exercise of the privileges and immunities specified in this Agreement,

ARTICLE 10

SETTLEMENT OF DISPUTES

Any dispute between the Government and the Community arising of the interpretation or application of this Agreement or any action connected with the Headquarters premises which is not resolved by consultation or negotiation shall be referred for final arbitration to an arbitrator agreed on by the Government and the Community. Either party may request that a dispute be referred to arbitration. If the parties fail to agree on the appointment of an arbitrator within six weeks of the request to refer the dispute to arbitration, the arbitrator shall be appointed in accordance with the Arbitration Act, Chapter 69 of the Laws of Belize. The arbitrator shall settle all questions of procedure in respect of arbitration. The decision of the arbitrator shall be final and binding. The governing law shall be the Law of Belize.

ARTICLE 11

OPERATION OF AGREEMENT

The Secretary General and the Competent Authority shall settle by agreement the channels through which they will communicate

regarding the application of the provisions of this Agreement.

2. This Agreement may be amended at any time by mutual consent of the Contracting Parties.

3. Nothing in this Agreement shall be construed so as to preclude the adoption of measures considered appropriate by Belize for its security.

4. This Agreement shall cease to have effect six months after either of the Contracting Parties has given notice in writing to the other of its decision to terminate the Agreement.

IN WITNESS WHEREOF, the undersigned duly authorised representatives of the Government and the Community respectively have signed this Agreement in duplicate.

Done at Belmopan, Belize the 20th day of January, 1991
in the English Language.

SIGNED for and on behalf of)
the Government of Belize by)
the Rt. Hon. George Price)
Prime Minister, and the)
Hon. Michael Espat, Minister)
of Agriculture and Fisheries)
in the presence of

George Price
(GEORGE PRICE)

Michael Espat
(MICHAEL ESPAT)

[Signature]
(WITNESS)

SIGNED for and on behalf of)
the Caribbean Community by)
Mr Frank Abdulah, Deputy)
Secretary General, in the)
presence of

Frank Abdulah
(FRANK ABDULAH)

Michael Haughton
(WITNESS)