

CRFM OPERATIONS MANUAL

Volume 1 **Preface and Introduction**

VISION

To promote the sustainable use of the fisheries and aquaculture resources in and among Member States, by the development, management and conservation of these resources in collaboration with stakeholders to the benefit of the people of the Caribbean region.

MISSION

The mission of the CRFM is to promote and facilitate the responsible utilization of the Region's fisheries and other aquatic resources for the economic and social benefits of the current and future population of the region.

THE CONCEPT OF CRFM

The concept of the Caribbean Regional Fisheries Mechanism (CRFM) accommodates the participation of the wide variety of stakeholders that are involved in fisheries management and development in the region as well as some that are external to the region.

The CRFM is the core of a complex interactive network. Three bodies together make up the Caribbean Regional Fisheries Mechanisms. These are (1) the Ministerial Body (Council); (2) the Caribbean Fisheries Forum and (3) the Caribbean Fisheries Technical Unit (CRFM Secretariat). The core of the network – the CRFM, is its decision-making and co-ordinating arrangement.

PREFACE

The Caribbean Centre for Development CARICAD was invited by the Caribbean Regional Fisheries Mechanism (CRFM) to undertake an assignment that would culminate in the development, preparation and production of a draft Operations Manual for the CRFM. The assignment gathered momentum in October 2007.

There were consultations and discussions that resulted in an agreed *modus operandi*, project Objectives, Strategies and Methodologies that would promote buy-in, ownership and participation from CRFM staff and personnel. It was agreed that the process should be consultative and participatory with stakeholders having an opportunity to contribute to the development of the manual.

It was agreed that the process would be divided into four phases:

1. Submission of an interim report outlining the Graphic history of CRFM, Stakeholder Analyses and charting of operational processes;
2. Staging of a Design Workshop to agree on priorities for the design and content of the manual;
3. Development and submission of the draft manual;
4. Staging of an Implementation workshop to promote familiarity with and use of the manual.

It was also agreed that structured consultations would be held throughout the process. Meetings with senior officials of the CRFM (Secretariat staff, Forum, Executive Committee) were the backbone of such consultations.

This revised draft manual is the product of the process described above.

The draft manual was submitted to CRFM and circulated to Member States for comments. CARICAD was then requested to revise the Manual based on feedback from CRFM and Member States.

Jennifer Astaphan
Executive Director
CARICAD
August 2008

INTRODUCTION

The Caribbean Fisheries Forum at its 2006 meeting mandated the CRFM Secretariat to make the development of a consolidated Operations Manual a high priority. The Caribbean Centre for Development Administration (CARICAD) was assigned responsibility for leading the process that would result in the development of the Manual.

CARICAD began field work in October 2007 and produced the draft Operations Manual in May 2008. The process to develop the Manual was systematic, analytical, and consultative with stakeholders playing a major role in determining the scope and proposed content.

In developing the manual CARICAD undertook the following:

- Clarification of expectations and deliverables for the assignment
- An assessment of the current organizational structure and strategy of the CRFM in respect of Fisheries Management in the Caribbean Region:
 - Its value to various stakeholders;
 - Its alignment to governing legislation;
 - The organizational architecture of the CRFM in relation to end users of its activities including its structure, processes, capacity and stakeholder perception;
 - The adequacy and relevance of operations currently undertaken by the CRFM Secretariat to carry out its mandate;
- Structured consultations with stakeholders
- Review of relevant pre-existing documents
- Extensive documentation of all major activities undertaken and the outputs of structured workshops

The CRFM Secretariat hopes that the highly participatory and interactive process used to create the Manual will result in the requisite buy-in and ownership of the contents and consequently total acceptance and compliance.

SCOPE OF THE OPERATIONS MANUAL

The Caribbean Regional Fisheries Mechanism (CRFM) is a regional organization operating under the framework of the Caribbean Community (CARICOM). It is subject to the systems and procedures of the CARICOM Secretariat.

PURPOSE OF THE MANUAL

The CRFM Operations Manual is intended to provide CRFM staff and stakeholders with information regarding the policies and procedures for the management of staff, the procurement and use of resources and the rights and obligations of staff and other personnel. The manual is also intended to ensure that there is a common understanding of the administrative context in which the CRFM operates. The CRFM has been set up to assist countries of the Caribbean region in the stewardship of their marine resources. The Manual is rooted in a philosophy of organizational sustainability and the promotion of good governance.

The manual:

- Sets forth the rules and procedures governing the operations of various systems of the CRFM, its Forum and Secretariat
- Provides a set of written guidelines for Human Resource transactions
- Provides means of communicating operational procedures and systems with employees and Forum members and stakeholders
- Establishes a framework for consistency, equity and fairness in making decisions on personnel and organizational issues
- Facilitates the strengthening of the organizational culture and climate
- Promotes and encourages a high quality of work life
- Promotes a culture of results based management through Monitoring and Evaluation
- Establishes a foundation for protecting the legal interests of the CRFM Secretariat and staff by defining the Secretariat's policies and Procedures and the rights and obligations of staff
- Sets out a framework for the use of Information Technology in the conduct of business operations
- Confirms standards of deportment and decorum

SCOPE AND STRUCTURE

The Manual is divided into five (5) distinct but integrated thematic policy areas. For ease of reference and routine use, each thematic area has been developed as a “stand alone” volume.

The five Volumes are:

1. **Thematic Policies**
2. **International, Regional and Sub-Regional Cooperation**
3. **Planning and Programming**
4. **Programme Support Services**
5. **Administrative policies, Guidelines and regulations**

Each of the five thematic policy areas is subdivided into subject areas that are directly related to the overall thrust of the specific policy.

The table shown below summarizes the relationship between the five thematic areas and the related subtopics.

Volume	New OM No.	Subject	Old OM No.	Date of Issue
1.0		<i>THEMATIC POLICIES</i>		
	1.1	Governance 1.1.1 Agreement Establishing the Caribbean Regional Fisheries Mechanism 1.1.2 Headquarters Agreement 1.1.3 Rules of Procedure 1.1.4 Host Country Agreement (s)	2.0	
	1.2	CFRM Organizational Framework 1.2.1 Description – Purpose, Goal and Scope 1.2.2 Framework 1.2.3 The Ministerial Council	2.1 2.2 2.2.2	

		1.2.3.1 Subsidiary Committees and Other Bodies of the Council 1.2.3.2 Fisheries Forum 1.2.4 The Network Used by CRFM 1.2.5 Member States / Caribbean Community (CARICOM) 1.2.6 CRFM Operations 1.2.6.1 CRFM Secretariat – Headquarters (Belize) 1.2.6.2 Eastern Caribbean Office	2.2.3 2.2.4 2.2.1 2.2.5	
	1.3	Management 1.3.1 Structure 1.3.2 Staffing 1.3.3 Operational Principles 1.3.4 Team Management	2.3	

Volume	New OM No.	Subject	Old OM No.	Date of Issue
2.0		<i>INTERNATIONAL, REGIONAL AND SUB-REGIONAL CO-OPERATION</i>		
	2.1	Partnerships (CARICOM Regional, Sub-Regional and Associate Institutions; Caribbean Allied Institutions; Extra CARICOM Strategic Institutions; Regional Institutions of Higher Learning etc)		September 04 - 06
	2.2	Guidelines to Common Space (based on UN Convention of the Law of the Sea: Use of terms; Archipelagic Baselines; Delimitation of internal waters, etc)		

	2.3	Harmonization of Fisheries Legislation 2.3.1. Common Fisheries Policy and Regime for CARICOM		08?
Volume	New OM No.	Subject	Old OM No.	Date of Issue
3.0		<i>PLANNING AND PROGRAMMING</i>		
	3.1	Strategic Plan	3.1	
	3.2	Medium Term Plan	3.1	July 08
	3.3	Annual Work Plan 3.3.1 Description 3.3.2 Cycle 3.3.3 Table of Contents 3.3.4 Format	3.4	
	3.4	Planning and Management		
	3.5	Monitoring and Evaluation 3.5.1 Guiding Principles of CRFM's Monitoring and Evaluation 3.5.2 Norms 3.5.3 Key Concepts 3.5.4 Roles and Responsibilities 3.5.5 Types of Evaluations conducted by CRFM 3.5.6 Evaluation Criteria (relevance, effectiveness, impact, efficiency and sustainability) 3.5.7 The Use of Evaluation Findings and Recommendations 3.5.8 Internal Quality Assurance and Monitoring	3.8 3.7	July 08

		3.5.9 Reporting 3.5.10 Annual Work Plan 3.5.11 Quarterly Technical Progress and Financial Reports 3.5.12 Annual Progress and Financial Reports 3.5.13 Basic Principles		
Volume	New OM No.	Subject	Old OM No.	Date of Issue
4.0		<i>PROGRAMME SUPPORT SERVICES</i>		
	4.1	Human Resource management and Development 4.1.1 HR Philosophy 4.1.2 Employment Practices, Policies & Procedures 4.1.3 CRFM Standards 4.1.4 Health and Safety 4.1.5 Leave 4.1.6 Performance Management and Development 4.1.7 Discipline 4.1.8 Terminations 4.1.9 Compensation and Benefits	6.0 3.6	July 08
	4.2	Finance 4.2.1 Assets 4.2.2 Bank Accounts 4.2.3 Petty Cash 4.2.4 Employee / Consultant Advances	5.0	

		4.2.5 Prepaid Expenses 4.2.6 Capital Assets 4.2.7 Advances to Countries 4.2.8 Financial 4.2.9 Monitoring 4.2.10 Requisitions 4.2.11 Purchase Orders 4.2.12 Processing Payments 4.2.13 Processing Accounts Payable 4.2.14 Distributions of Costs 4.2.15 Payroll Calculations, Recording and Reconciliation 4.2.16 Budget 4.2.17 Year End Closing		
	4.3	Information Technology 4.3.1 Introduction 4.3.2 Requirements for the Use of CRFM Secretariat's Computing Facilities 4.3.3 Routine Logging and Monitoring 4.3.4 Right to Examine Computers and Equipment 4.3.5 Unauthorised Use of CRFM Secretariat's computing Facilities 4.3.6 Damage or Impairment to CRFM Secretariat's Resources 4.3.7 Unauthorised Commercial Activities		July 08

		4.3.8 Discrimination and Harrassment 4.3.9 Compliance with Policy		
Volume	New OM No.	Subject	Old OM No.	Date of Issue
5.0		<i>ADMINISTRATIVE POLICIES, GUIDELINES AND REGULATIONS</i>		
	5.1	Office Management 5.1.1 Property Management 5.1.2 Insurances 5.1.3 Administrative Communication 5.1.4 Emergency Procedures 5.1.5 Safety and Security		
	5.2	Registry Procedures	4.5	
	5.3	Publications and Reports 5.3.1 General Principles 5.3.2 Confidentiality of Data 5.3.3 Publication by Consultants 5.3.4 Publication in the Primary Literature 5.3.5 Authorship 5.3.6 Quality Control 5.3.7 Review Sequence and Production of Documents 5.3.8 CRFM Fishery Reports 5.3.9 CRFM Fishery Research Documents 5.3.10 CRFM Fishery Advisory Documents 5.3.11 CRFM Special Fishery Publications	7.0	

	5.4	Communications 5.4.1 Internal Communications 5.4.2 External Communications 5.4.3 Communication of General Programming and Related matters	4.4	
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There is a logical sequencing of the volumes.

- The first Volume sets the CRFM in its broadest Administrative context
- The second Volume describes and explains the Organizational Development setting
- The third Volume provides guidelines for the Strategic Planning, Work Planning and Implementation systems
- The fourth Volume sets out procedures for the management of human, financial and other resources
- The fifth Volume explains the specific procedures that should be followed in day-to-day service delivery activities. It also provides guidelines for the protection of staff and the integrity of the organization.

Whenever reference is made to “the Manual”; it is to be interpreted as the compilation of the complete set of five volumes and not any specific volume.

The Manual does not supersede any legislation that applies to the CRFM. It should be used in harmony with all relevant over-arching legislation and agreements. The list provided below is indicative and not exhaustive:

- The Agreement Establishing the CRFM
- The Rules of Procedure for the CRFM
- Headquarters Agreement
- Host Country Agreement(s)
- Applicable employment and other laws

Copies of relevant laws and agreements should always be available at both the CRFM Secretariat's Headquarters and the Eastern Caribbean Office.

Unless otherwise stated in specific agreements, the provisions of the Manual apply to all CRFM Secretariat's staff, personnel and consultants.

The Manual is comprehensive in concept and content. It encompasses many important subjects and topics. This is a logical result of the nature of the CRFM, its mandate and operating environment. Some subjects require specific operational details which have been placed in annexes and appendices and kept within the relevant volume of the manual.

This manual will be updated from time to time. It is likely that some of the operational details will be updated more frequently than the thematic content. Such updates will be appropriately labeled and circulated in a timely manner.

CRFM OPERATIONS MANUAL

Volume 1 Thematic Policies

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Section 1.1 Governance

CRFM is a CARICOM Institution and is therefore governed by all relevant agreements, conventions and principles which operate within the CARICOM Environment.

In addition CRFM embraces principles of good governance which are reflected in the information provided in this Volume.

***AGREEMENT ESTABLISHING
THE CARIBBEAN REGIONAL
FISHERIES MECHANISM***

THE STATES PARTIES,

Convinced of the need to promote sustainable use of the living marine and other aquatic resources by the development, efficient management and conservation of such resources;

Convinced further of the intrinsic and non-extractive value and interdependence of the living marine and other aquatic resources;

Acknowledging that under international law, coastal States have sovereign rights for the purpose of exploring, exploiting, conserving and managing the living and non-living resources of their exclusive economic zones and their fisheries zones;

Conscious that certain of the living marine resources which are of interest to the peoples of the Caribbean Region are highly migratory, straddle national boundaries and are harvested by third States;

Recognising that the unsustainable exploitation of the living marine and other aquatic resources can lead to irreparable damage to those resources;

Noting that there are international institutions, bodies and competent organisations, the policies and programmes of which may be relevant to the living marine and other aquatic resources of interest to Member States;

Recognising further the need for co-operation and consultation among all the States Parties to this Agreement, third States, interested international institutions and bodies involved in fisheries in the Caribbean Region;

Recognising also the need of the States Parties for specific assistance including financial, scientific and technological assistance in the area of fisheries management, development, conservation and sustainable use;

Aware of the relevant provisions of the Third United Nations Convention on the Law of the Sea (1982); the FAO Code of Conduct for Responsible Fisheries (1995); the Agreement to promote Compliance with International Conservation and Management Measures by Fishing Vessels on the High Seas (1993); the United Nations Agreement on Straddling Fish Stocks and Highly Migratory Fish Stocks (1995); Sustainable Development of the Programme of Action for Small

Island Developing States (1994), and the Protocol Concerning Specially Protected Areas and Wildlife in the Wider Caribbean (1990);

Noting further *Resolution 54/225 of the United Nations General Assembly, dated 15 February 2000 on Promoting an Integrated Management Approach to the Caribbean Sea area in the context of sustainable development;*

Convinced *that this Agreement will serve to enhance co-operation in the area of fisheries among States Parties and interested third parties, thereby contributing to the general well-being of the peoples of the Caribbean Region;*

Bearing in mind *the Revised Treaty of Chaguaramas (2001) Establishing the Caribbean Community including the CARICOM Single Market and Economy,*

Have agreed *as follows:*

Article 1

Use of Terms

In this Agreement, unless the context otherwise requires:

“the Caribbean Community” *(hereinafter referred to as “CARICOM”) means the organisation established by the Treaty of Chaguaramas and the Protocols thereto:*

“the Caribbean Fisheries Forum” *means the organ established by Article 6(b) of this Agreement;*

“competent organisations” *means any group or body formed by two or more States in a co-operative arrangement for the sustainable use of shared, straddling or highly migratory stocks or of a particular specie of marine or other aquatic resources and recognised as such by other States, fishers of the same stock or specie;*

“the Ministerial Council” *means the organ established by Article 6(a) of this Agreement;*

“the Mechanism” *means the Caribbean Regional Fisheries Mechanism established by Article 2 of this Agreement;*

“the Secretary-General” means the Secretary-General of CARICOM;

“the Caribbean Technical Fisheries Unit” (hereinafter referred to as ***“the Technical Unit”***) means the organ established by Article 6(c) of this Agreement.

Article 2

Establishment

1. *There is hereby established the Caribbean Regional Fisheries Mechanism (hereinafter referred to as “the Mechanism”).*
2. *The Headquarters of the Mechanism shall be located in Belize.*
3. *The Mechanism shall establish elsewhere within the CARICOM Region such other offices as may be considered necessary for the performance of its functions.*
4. *The Mechanism shall conclude a Headquarters Agreement with the Government of Belize setting out the privileges and immunities to be recognised and granted by the Government of Belize.*

Article 3

Membership

1. *Membership of the Mechanism shall be open to Member States and Associate Members of CARICOM.*
2. *The Ministerial Council may admit as an Associate Member of the Mechanism any State or Territory of the Caribbean Region which in its opinion is able and willing to discharge its obligations under this Agreement.*
3. *States mentioned in paragraph 1 of this Article which have signed this Agreement in accordance with Article 35 or acceded to it in accordance with Article 38 shall become Members of the Mechanism.*

4. *States or Territories mentioned in paragraph 2 of this Article which have concluded an association agreement with the Mechanism shall become Associate Members of the Mechanism.*

Article 4

Objectives of the Mechanism

The Mechanism shall have as its objectives:

- (a) the efficient management and sustainable development of marine and other aquatic resources within the jurisdictions of Member States;*
- (b) the promotion and establishment of co-operative arrangements among interested States for the efficient management of shared, straddling or highly migratory marine and other aquatic resources;*
- (c) the provision of technical advisory and consultative services to fisheries divisions of Member States in the development, management and conservation of their marine and other aquatic resources.*

Article 5

General Principles

In pursuance of its objectives, the Mechanism shall be guided by the following principles:

- (a) maintaining bio-diversity in the marine environment using the best available scientific approaches to management;*
- (b) managing fishing capacity and fishing methods so as to facilitate resource sustainability;*
- (c) encouraging the use of precautionary approaches to sustainable use and management of fisheries resources;*

- (d) *promoting awareness of responsible fisheries exploitation through education and training;*
- (e) *according due recognition to the contribution of small scale and industrial fisheries to employment, income and food security, nationally and regionally, and*
- (f) *promoting aquaculture as a means of enhancing employment opportunities and food security, nationally and regionally.*

Article 6

Organs of the Mechanism

The Mechanism shall be composed of:

- (a) *the Ministerial Council;*
- (b) *the Caribbean Fisheries Forum (hereinafter called “the Forum”);*
- (c) *the Technical Unit.*

Article 7

The Ministerial Council

1. *Each Member of the Mechanism shall nominate a Minister of Fisheries to represent it on the Ministerial Council and such representative shall have one vote.*
2. *The Ministerial Council shall meet in regular session once a year and in such special sessions as may be necessary to perform its functions.*
3. *The Ministerial Council shall determine the policy of the Mechanism. In particular, the Ministerial Council shall:*
 - (a) *promote the efficient management, conservation and development of shared, straddling and highly migratory marine and other aquatic resources of the*

Caribbean Region through attainment of competence over the resources and through co-operation with competent organisations as the case may be;

- (b) develop and maintain relations with national, sub-regional and regional institutions and bodies and international institutions and organisations the work of which have an impact on the fisheries within the Region;*
- (c) promote and facilitate human resource training and development in the fisheries sub-sector at the professional, technical and vocational levels in Member States;*
- (d) promote and support programmes designed to establish, facilitate and strengthen fisheries research, including the acquisition and sharing of relevant data in Member States;*
- (e) promote and encourage technical co-operation in the fisheries sub-sector, including technology transfer, information exchange and networking among States of the Caribbean Region and beyond;*
- (f) encourage co-operation among the Member States in order to avoid disputes or to resolve them in a peaceful manner;*
- (g) support efforts aimed at ensuring safe, healthy and fair working and living conditions for fishers and fish workers;*
- (h) consider the annual reports and make decisions in response to recommendations and requests from the Forum;*
- (i) approve the Budget, Annual Audited Accounts and Procurement Procedures of the Mechanism and Strategic Plan and Work Programme of the Technical Unit;*
- (j) appoint the Director and Deputy Director of the Technical Unit;*
- (k) receive and consider policy proposals from the Forum;*
- (l) approve co-operative arrangements proposed by the Forum;*

- (m) *approve recommendations for States or Territories to be admitted as Associate Members;*
 - (n) *approve recommendations for groups, institutions and bodies whose work contribute to the work of the Mechanism to be admitted to the Forum, as Observers;*
 - (o) *review the work of the Technical Unit;*
 - (p) *submit annual reports to the Council for Trade and Economic Development (COTED) and the Council for Foreign and Community Relations (COFCOR).*
4. *Subject to the provisions of this Article and Article 18, the Ministerial Council shall determine its own rules of procedure.*

Article 8

Composition of the Forum

1. *The Forum shall comprise:*
- (a) *one representative of each Member of the Mechanism;*
 - (b) *one representative of each Associate Member of the Mechanism;*
 - (c) *representatives of the following groups, institutions and bodies, approved by the Ministerial Council as Observers:*
 - (d) *Fisher Folk Organisations and Private Fishing Companies within the Caribbean Region;*
 - (e) *Regional bodies and institutions and regional organisations whose work in the area of fisheries contribute to the work of the Mechanism;*
 - (f) *Non-Governmental Organisations whose work in the area of fisheries contribute to the work of the Mechanism.*

2. *The Forum shall elect a chairman from among the Members of the Mechanism and, subject to this Agreement, shall establish its own rules of procedure.*

Article 9

Functions of the Forum

1. *Subject to paragraph 3 of Article 7, the Forum shall determine the technical and scientific work of the Mechanism and, in particular, the Forum shall:*
 - (a) *promote the protection and rehabilitation of fisheries habitats and the environment generally;*
 - (b) *encourage the use of post-harvest practices in the fisheries sub-sector that maintain the nutritional value and quality of products;*
 - (c) *encourage the establishment of effective mechanisms for monitoring, control and surveillance of fisheries exploitation;*
 - (d) *recommend for approval by the Ministerial Council, arrangements for sustainable fisheries management and development in Member States based upon the best available technical or scientific data and information;*
 - (e) *recommend for approval by the Ministerial Council, co-operative and other arrangements relating to fisheries;*
 - (f) *review the arrangements recommended by the Technical Unit for sustainable fisheries management and development in Member States;*
 - (g) *examine and consider action taken by Member States and third States which may prejudice arrangements for sustainable fisheries management and development;*
 - (h) *receive reports on new arrangements made between Member States and third States with respect to the conservation and management of fisheries;*

- (i) *receive reports on such activities as may from time to time be entrusted to sub-committees or interest groups of the Forum;*
 - (j) *receive and examine the draft Work Plan and Budget of the Mechanism and submit recommendations thereon to the Ministerial Council;*
 - (k) *determine from time to time the priorities for the Work Programme of the Mechanism;*
 - (l) *approve the staff regulations recommended by the Technical Unit;*
 - (m) *undertake such other functions as from time to time may be entrusted to it by the Ministerial Council.*
2. *The Forum shall convene in regular sessions once a year and in such special sessions as it considers necessary to perform its functions.*

Article 10

The Executive Committee

1. *There shall be established at the first regular session of the Forum an Executive Committee of the Forum which shall comprise [seven] Members, of whom [five] shall be Members of the Mechanism and two (2) Associate Members.*
2. *The Director of the Technical Unit shall be an ex-officio Member of the Executive Committee.*
3. *The members of the Executive Committee shall be elected annually. The Chairman of the Executive Committee shall be elected from among the Members of the Mechanism.*
4. *Decisions of the Executive Committee shall be reached by a majority of the Members present and voting. In the event of a tie, the Chairman shall exercise a casting vote.*

5. *The Executive Committee shall function as necessary between meetings of the Forum using, as appropriate, modern communication facilities, and shall keep the Forum informed of its activities.*

Article 11

Sub-Committees of the Forum

1. *The Forum may establish such Sub-Committees as may be considered necessary for the fulfillment of its functions.*
2. *Such Sub-Committees may comprise representatives of Member States, Associate Members and interest groups whose activities within the Caribbean Region are of interest to the Mechanism.*
3. *Sub-Committees so formed shall determine their own method of work and shall keep the Forum informed of their activities.*

Article 12

Composition of the Technical Unit

1. *The Technical Unit shall be the permanent Secretariat of the Mechanism and shall be adequately provided with the managerial, technical, scientific and support staff to enable it to discharge the mandate of the Mechanism.*
2. *The Technical Unit shall comprise a Director, a Deputy Director and such other technical and administrative staff as may be necessary for the fulfillment of the functions of the Mechanism.*
3. *The Director shall be the Chief Executive Officer of the Mechanism and shall exercise full responsibility for all aspects of the work of the Mechanism.*
4. *The Director shall be appointed by the Ministerial Council on the recommendation of the Forum and shall serve for a period of three years and be eligible for reappointment.*

5. *The Director shall report annually to the Ministerial Council on the work of the Mechanism.*
6. *The Director shall be assisted by a Deputy Director who shall also be appointed by the Ministerial Council on the recommendation of the Forum.*
7. *The other staff of the Technical Unit shall be appointed by the Director.*
8. *In the appointment of the staff of the Technical Unit, due consideration shall be given to the principle of equitable geographical representation.*
9. *The officials of the Technical Unit shall enjoy the status of international public servants whose loyalty shall be to the Mechanism. Members and Associate Members of the Mechanism undertake to respect the status of the officials of the Technical Unit.*

Article 13

Functions of the Technical Unit

In the discharge of its functions, the Technical Unit shall:

- (a) *provide technical, consultative and advisory services to Member States in the development, assessment, management and conservation of marine and other aquatic resources and, on request, in the discharge of any obligations arising from bilateral and other international instruments;*
- (b) *support and enhance the institutional capacity of Member States in fisheries' areas such as:*
 - (i) *policy formulation;*
 - (ii) *economics and planning;*
 - (iii) *registration and licensing systems;*
 - (iv) *information management;*

- (v) *resource monitoring, assessment and management;*
- (vi) *education and awareness building;*
- (vii) *harvest and post-harvest technologies;*
- (c) *encourage, support and, as appropriate, provide effective regional representation at relevant international fora;*
- (d) *collect and provide relevant data on fisheries resources, including sharing, pooling and information exchange;*
- (e) *promote the conduct of trade in fish and fish products according to applicable agreements;*
- (f) *act as the central co-ordinating body for the Mechanism;*
- (g) *serve as the Secretariat to the Ministerial Council and the Forum;*
- (h) *collaborate with national fisheries authorities;*
- (i) *formulate the Work Programme, prepare and submit the Budget of the Mechanism to the Forum;*
- (j) *implement the Work Programme recommended by the Forum and approved by the Ministerial Council, including the preparation of such technical and scientific papers as may be required;*
- (k) *provide management and development advice and assistance, particularly in the areas of co-ordination, communication and technical scientific operations;*
- (l) *establish, in consultation with the Member States, and where appropriate and approved by the Ministerial Council, a network of relationships comprising non-CARICOM States as well as CARICOM and non-CARICOM organisations, bodies and institutions whose work and interest coincide with that of the Mechanism;*

- (m) *develop projects for execution both in the Member States and regionally;*
- (n) *seek and mobilise financial and other resources in support of the functions of the Mechanism;*
- (o) *represent the Mechanism or, at the request of any Member State or group of Member States, represent them at meetings of international bodies and organisations which are concerned with fisheries in the Caribbean and whose objectives and activities coincide with those of the Mechanism;*
- (p) *receive applications for Associate Membership or Observer Status and make recommendations in respect of such applications to the Forum;*
- (q) *address urgent or ad hoc requests outside of the regular Work Programme presented by Member States;*
- (r) *collaborate with the Executive Committee between meetings of the Forum in the execution of its functions;*
- (s) *recommend to the Forum the staff regulations of the Mechanism.*

Article 14

Decision-Making

1. *Every Member of the Mechanism shall have one vote in its deliberative organs. Every Associate Member shall have one vote in respect of matters for which it is eligible to vote.*
2. *Unless otherwise provided, decisions of the deliberative organs of the Mechanism shall be reached by consensus. In the absence of consensus decisions shall be deemed adopted, if supported by a qualified majority of three-quarters ($\frac{3}{4}$) of the Member States comprising the Mechanism.*
3. *The quorum of the Ministerial Council shall be formed by two-thirds ($\frac{2}{3}$) of its Members. The quorum of the Forum shall be formed by two-thirds ($\frac{2}{3}$) of its Members and must include at least two-thirds ($\frac{2}{3}$) of the Member States of the Mechanism. The quorum of*

the Executive Committee shall be formed by at least three (3) / five (5) of the Member States of the Mechanism.

- 4. The Member States may vote in any organ or sub-committee of the Mechanism. Associate Members may participate in discussions in the Forum and its Sub-Committees but are eligible to vote only where decisions are being taken on management regimes to which they are parties or concerning fisheries which they share with other Member States.*
- 5. Observers shall not have the right to vote at meetings of any of the organs comprising the Mechanism.*
- 6. A Member State or Associate Member which is absent from a meeting of any organ or body of the Mechanism and is prejudiced by a decision taken at that meeting shall have the right to request a review of the decision, and the organ or body which took that decision shall review it.*

Article 15

Financing of the Mechanism

- 1. Member States and Associate Members shall pay such annual contributions as are agreed by the Ministerial Council.*
- 2. Observers shall pay such subscriptions as are levied from time to time for attendance at particular meetings of an organ of the Mechanism or at meetings of a Sub-Committee of the Mechanism.*
- 3. Where a Member State is in arrears with its contribution and as a consequence thereof the Mechanism obtains overdraft facilities, the Member State in arrears shall bear the cost of the provision of such facilities.*
- 4. The Technical Unit shall prepare annual accounts which shall be audited by the Auditors appointed by the Director of the Unit.*

5. *The Report of the Auditors shall be submitted to the Ministerial Council (MC) for consideration and approval.*

Article 15(bis)
The Reserve Fund

1. *The Mechanism shall establish a Reserve Fund along the lines set out in this Article.*
2. *The resources of the Reserve Fund shall consist of the following:*
 - (a) *grants from international donors and sponsors of the Mechanism;*
 - (b) *grants from Member States and Associate Members;*
 - (c) *grants from entities, public and private, which are not sponsors of the Mechanism;*
 - (d) *unspent balances from the regular budgets of the Mechanism;*
 - (e) *revenues derived from the operations of the Mechanism;*
 - (f) *income from investments of the Mechanism.*
3. *The resources of the Reserve Fund shall be used to finance as required the regular and capital budgets of the Mechanism.*
4. *Withdrawal of resources from the Reserve Fund shall require the prior authorisation of the Ministerial Council.*
5. *The resources of the Reserve Fund shall be held in such liquid form as the Ministerial Council may determine, provided that whenever it is in the interest of the Mechanism, the resources of the Reserve Fund may be invested in the securities of the Region.*
6. *Investments mentioned in paragraph 5 shall be made by the Director of the Unit with the approval of the Ministerial Council.*

7. *The finances of the Reserve Fund shall be audited annually by the auditors appointed by the Director of the Technical Unit (TU) to audit its accounts. The Report of the Auditors shall be submitted to the Ministerial Council for consideration and approval.*

Article 16

The Budget

1. *The Budget of the Mechanism shall be prepared by the Technical Unit and presented to the Ministerial Council for approval after examination and recommendation by the Forum.*
2. *The Budget shall be so prepared as to ensure financing of the Work Programme of the Technical Unit.*
3. *The Budget shall be approved by consensus, failing which it shall be approved by a qualified majority of three-quarters ($\frac{3}{4}$) of the Members of the Mechanism.*
4. *The regular Budget shall comprise:*
 - (a) *annual contributions from Member States and Associate Members;*
 - (b) *contributions from co-operating partners or other contributors;*
 - (c) *grant funds received from regional and international donor agencies;*
 - (d) *funds paid by donor agencies to the Mechanism for project execution services provided by the Mechanism with respect to projects financed by the donor agencies;*
 - (e) *earnings above cost for special services provided by the Mechanism to commercial operators in the fishing industry and to other bodies;*
 - (f) *income derived from the sale or the licensing of intellectual property created and owned by the Mechanism;*

- (g) any other source of funding.

Article 17

Provisional Budgetary Measures

1. *The Mechanism is authorised to commit provisionally and pending approval of the Budget, expenditure not exceeding one-fifth (1/5) of the regular Budget for the previous year.*
2. *The Mechanism is also authorised to obtain overdraft facilities to this end.*

Article 18

Sanctions for Non-Payment of Contributions

1. *Subject to paragraph 2, a Member State whose contributions to the regular Budget of the Mechanism is in arrears for more than two years, shall not have the right to vote.*
2. *In exceptional circumstances to be determined by the Ministerial Council, a defaulting Member State may be permitted to vote pending the payment of its arrears of contributions.*

Article 19

Status, Privileges and Immunities

Member States shall accord to the Mechanism within their jurisdictions, the status, immunities, exemptions and privileges set out in Articles 20 to 27 in order to enable it to effectively fulfill its objectives and carry out the functions entrusted to it.

Article 20

Legal Status of the Mechanism

1. *The Mechanism shall possess full juridical personality and, in particular, full capacity to:*

- (a) *contract;*
 - (b) *acquire and dispose of moveable and immoveable property;*
 - (c) *institute legal proceedings.*
- 2. *The Mechanism may enter into agreements with Member States, third States and other international organisations for the achievement of its objectives.*
- 3. *In any legal proceedings, the Mechanism shall be represented by the Director.*

Article 21

Legal Process

- 1. *The Mechanism shall be immune from every form of legal process, except in cases arising out of or in connection with the purchase of land, securities or merchantable commodities, in which cases actions may be brought against the Mechanism in a court of competent jurisdiction in the Territory of a Member State in which the Mechanism has an office or in a third State where the Mechanism has appointed an agent for the purpose of accepting service or notice of process.*
- 2. *Notwithstanding the provisions of paragraph 1, no action shall be brought against the Mechanism by a Member State or any agency thereof, or by any entity or person directly or indirectly acting for or deriving claims from a Member State. Member States shall have recourse to such special procedures for the settlement of disputes between the Mechanism and its Member States as may be provided for in this Agreement.*
- 3. *The Mechanism, its property and assets wheresoever located and by whomsoever held, shall be immune from all forms of seizure, attachment or execution before delivery of final judgment against the Mechanism.*
- 4. *Nothing in this Agreement shall be construed as disentitling a person aggrieved by a motor vehicle accident from instituting legal proceedings against the Mechanism, its officials, representatives or experts.*

Article 22

Immunity of Assets and Archives

1. *Property and assets of the Mechanism, wherever located and by whomsoever held, shall be immune from search, requisition, confiscation, expropriation or any other form of taking or foreclosure by executive or legislative action.*
2. *The archives of the Mechanism and, in general, all documents belonging to or held by the Mechanism, shall be inviolable, wherever located.*

Article 23

Freedom of Assets from Restrictions

To the extent necessary to achieve the objectives and perform the functions of the Mechanism effectively, and subject to the provisions of the Agreement, the Mechanism:

- (a) *may hold assets of any kind and operate accounts in any currency;*
- (b) *shall 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, without being restricted by financial controls, regulations or moratoria of any kind.*

Article 24

Privilege for Communications

Official communications of the Mechanism shall be accorded by each Member State, treatment not less favourable than it accords to the official communications of any similar inter-governmental organisation.

Article 25

Privileges and Immunities of Mechanism Personnel

1. *Members and Advisers of the Ministerial Council and the Forum, Officials of the Mechanism and Experts performing missions for the Mechanism:*
 - (a) *shall be immune from legal process in respect of acts performed by them in their official capacity;*
 - (b) *shall, unless they are nationals, be accorded such immunities from immigration restrictions, alien registration requirements and national service obligations, and such facilities as regards exchange regulations as are not less favourable than those accorded by Member States concerned to the representatives, officials and experts of comparable rank of any other Member State;*
 - (c) *shall be granted such repatriation facilities in time of international crisis as are not less favourable than those accorded by the Member States concerned to the representatives, officials and experts of comparable rank of any other Member State.*
2. *The Director shall notify Member States of the Officials and Experts to be accorded the immunities in paragraph 1.*

Article 26

Exemption from Taxation

1. *The Mechanism, its assets, property, income, operations and transactions shall be exempt from all direct taxation and from all customs duties on goods imported for its official use.*
2. *Notwithstanding the provisions of paragraph 1 of this Article, the Mechanism shall not claim exemption from taxes which are no more than charges for public utility services.*
3. *The Mechanism will not normally claim exemption from excise duties and from taxes on the sale of moveable and immovable property which form part of the price to be paid.*

Nevertheless, where the Mechanism is making important purchases for official use of property on which such duties and taxes have been charged or are chargeable, Member States shall, whenever possible, make appropriate administrative arrangements for the remission or the return of the amount of duty or tax.

- 4. Articles imported under an exemption from customs duties as provided by paragraph 1 of this Article, or in respect of which a remission or return of duty or tax has been made under paragraph 3, shall not be sold in the territory of the Member State granting the exemption, remission or retrieve except under conditions agreed with the Member State.*
- 5. No tax shall be levied on or in respect of salaries and emoluments paid by the Mechanism to the Directors, officials or experts performing missions for the Mechanism. However, Member States reserve the right to tax their own citizens, nationals or persons permanently resident in the territories of such Member States.*

Article 27

Waiver of Immunities, Exemptions and Privileges

- 1. The exemptions, immunities and privileges provided in Articles 21-27 are granted in the interest of the Mechanism. The Council may waive to such extent and upon such conditions as it may determine, the immunities, exemptions and privileges provided in the said Articles in cases where such action would, in its opinion, be appropriate in the best interest of the Mechanism.*
- 2. The Director shall have the right and duty to waive any immunity, exemption or privilege in respect of any official or expert performing a mission for the Mechanism where, in his opinion, the immunity, exemption or privilege would impede the course of justice and could be waived without prejudice to the interests of the Mechanism.*
- 3. In similar circumstances and under the same conditions, the Ministerial Council shall have the right and duty to waive any immunity, exemption or privilege in respect of the Director.*

Article 28
Implementation

Every Member State shall take appropriate steps to make the provisions of Articles 21 - 27 effective within its jurisdiction and shall inform the Mechanism promptly.

Article 29
Questions of Interpretations and Application

1. *Any question of interpretation or application of the provisions of this Agreement not otherwise expressly provided for shall be submitted to the Ministerial Council for decision.*
2. *In any case where the Ministerial Council has given a decision under paragraph 1 of this Article, any Member State may require that the question be referred to an arbitral tribunal whose decision shall be final. Pending the decision of the arbitral tribunal, the Mechanism, as it considers necessary, may act on the basis of the decision of the Ministerial Council.*

Article 30
Constitution of Arbitral Tribunal

1. *Each Party to a dispute shall be entitled to appoint one arbitrator. The two arbitrators chosen by the parties shall be appointed within fifteen days following the decision to refer the matter to arbitration. The two arbitrators shall, within fifteen days following the date of their appointments, appoint a third arbitrator who shall be the Chairman. As far as practicable, the arbitrators shall not be nationals of any of the parties to the dispute.*
2. *Where either party to the dispute fails to appoint its arbitrator under paragraph 1, the Secretary-General shall appoint the arbitrator within ten days. Where the arbitrators fail to appoint a Chairman within the time prescribed, the Secretary-General shall appoint a Chairman within ten days.*

3. *Where more than two Member States are parties to a dispute, the parties concerned shall agree among themselves on the two arbitrators to be appointed within fifteen days following the decision to refer the matter to arbitration and the two arbitrators shall within fifteen days of their appointment appoint a third arbitrator who shall be the Chairman.*
4. *Where no agreement is reached under paragraph 3, the Secretary-General shall make the appointment within ten days and where the arbitrators fail to appoint a Chairman within the time prescribed the Secretary-General shall make the appointment within ten days.*
5. *Notwithstanding paragraphs 1, 2, 3 and 4, Parties to a dispute may refer the matter to arbitration and consent to the Secretary-General appointing a sole arbitrator who shall not be a national of a party to the dispute.*

Article 31

Rules of Procedure of Arbitral Tribunal

1. *Subject to the relevant provisions of this Agreement, the Arbitral Tribunal shall establish its own rules of procedure.*
2. *The procedures shall assure a right to at least one hearing before the Arbitral Tribunal as well as the opportunity to provide initial and rebuttal written submissions.*
3. *The Arbitral Tribunal's hearings, deliberations and initial report, and all written submissions to and communications with the Arbitral Tribunal, shall be confidential.*
4. *The Arbitral Tribunal may invite any Member State to submit views orally or in writing.*
5. *The award of the Arbitral Tribunal shall be confined to the subject-matter of the dispute and shall state the reasons on which it is based.*
6. *Where the parties cannot agree on the interpretation or implementation of the award, either party may apply to the Arbitral Tribunal for a ruling within thirty days of the award. The term of the Arbitral Tribunal shall come to an end unless an application for a ruling*

has been received, in which case it shall continue for such reasonable time, not exceeding thirty days, as may be required to make the ruling.

7. *Decisions of the Arbitral Tribunal shall be taken by a majority vote of its members and shall be final and binding on the Parties to the dispute.*

Article 32

Third Party Intervention

A Member State which is not a party to a dispute, on delivery of a notification to the parties to a dispute and to the Secretary-General, shall be entitled to attend all hearings and to receive written submissions of the parties to a dispute and may be permitted to make oral or written submissions to the Arbitral Tribunal.

Article 33

Additional Information from Experts

Where proceedings have commenced, the Arbitral Tribunal may, on its own initiative or on the request of a party to the dispute, seek information and technical advice from any expert or body that it considers appropriate, provided that the parties to the dispute so agree and subject to such terms and conditions as the parties may agree.

Article 34

Expenses of Arbitral Tribunal

1. *The expenses of the Arbitral Tribunal, including the fees and subsistence allowances of arbitrators and experts engaged for the purposes of a dispute, shall be borne equally by the Member States Parties to the dispute unless the Arbitral Tribunal, taking into account the circumstances of the case, otherwise determines.*
2. *Where a third party intervenes in the proceedings, the party shall bear the costs associated with the intervention.*

Article 35
Entry Into Force

This Agreement shall enter into force upon the signature by any [7] of the States mentioned in paragraph 1 of Article 3.

Article 36
Accession

1. *Any country to which paragraph 1 of Article 3 applies may accede to this Agreement.*
2. *Instruments of Accession shall be deposited with the Secretary-General.*

Article 37
Associate Membership

1. *Any State or Territory mentioned in paragraph 2 of Article 3 may, upon application to the Forum for associate membership, be admitted as an Associate Member of the Mechanism in accordance with paragraph 2 of this Article.*
2. *Upon an application made pursuant to paragraph 1 of this Article, the Ministerial Council shall make a determination on the application. When the determination is in the affirmative, the Ministerial Council shall determine the conditions of associate membership.*

Article 38
Registration

This Agreement and any amendments thereto shall be registered with the Secretariat of the United Nations in accordance with Article 102 of the Charter.

Article 39

Withdrawal

1. *A Contracting Party may withdraw from this Agreement by giving one year's notice in writing to the Depositary who shall promptly notify the other Contracting Parties accordingly and the withdrawal shall take effect one year after the date on which the notice has been received by the Depositary, unless the Contracting Party before the withdrawal becomes effective notifies the Depositary in writing of the cancellation of its notice of withdrawal.*
2. *A Contracting Party that withdraws from this Agreement undertakes to honour any financial or other obligations duly assumed as a Contracting Party; this includes any matter relating to an appeal filed before withdrawal becomes effective.*

Article 40

Implementation

The Contracting Parties shall take all necessary action, whether of a legislative, executive or administrative nature, for the purpose of giving effect to this Agreement. Such action shall be taken as expeditiously as possible, and the Director shall be informed accordingly.

IN WITNESS WHEREOF the undersigned duly authorised in that behalf by their respective Governments have executed this Agreement.

DONE at _____ on the _____ day
of _____ 2002.

Signed by
for the Government of Antigua and Barbuda on the _____ day of
2002 at

Signed by
for the Government of The Bahamas on the _____ day of _____ 2002
at

Signed by
for the Government of Barbados on the _____ day of _____ 2002
at

Signed by

for the Government of Belize on the day of 2002
at

Signed by

for the Government of the Commonwealth of Dominica on the day of
2002 at

Signed by

for the Government of Grenada on the day of 2002
at

Signed by

for the Government of the Co-operative Republic of Guyana on the day of
2002 at

Signed by

for the Government of Jamaica on the day of 2002 at

Signed by

for the Government of Montserrat on the day of 2002 at

Signed by

for the

Government of St. Kitts and Nevis on the day of 2002 at

Signed by

for the Government of Saint Lucia on the day of 2002 at

Signed by

for the Government of St. Vincent and the Grenadines on the day of
2002 at

Signed by

for the Government of The Republic of Suriname on the day of
2002 at

Signed by

for the Government of The Republic of Trinidad and Tobago on the day of
2002 at

Signed by
for the Government of Anguilla on the day of
2003 at

Signed by
for the Government of British Virgin Islands on the day of
2003 at

Signed by
for the Government of Haiti on the day of
2003 at

Signed by
for the Government of Turks and Caicos Islands on the day of
2003 at

**RULES OF PROCEDURE
OF THE
CARIBBEAN REGIONAL FISHERIES MECHANISM**

5 AUGUST 2002

RULES OF PROCEDURE OF THE CARIBBEAN REGIONAL FISHERIES MECHANISM

CHAPTER I MEETINGS

RULE 1

Regular Sessions

The Ministerial Council (hereinafter referred to as “the Council”) and the Forum shall meet in regular session once a year and in such special sessions as may be necessary to perform their functions.

RULE 2

Special Sessions

At the request of a Member State or where the Executive Director of the Caribbean Regional Fisheries Mechanism (hereinafter referred to as “the Mechanism”) considers it necessary or expedient to do so, and with the concurrence of a simple majority of the Member States, the Executive Director shall convene a session of the Council or the Forum, as the case may be, within ten days of such concurrence. Any such session shall be designated a special session.

RULE 3

Notice of Sessions

1. The Executive Director shall notify Members of the Council and the Forum, as the case may require, of the date and place of each session of the Council or the Forum at least forty-two (42) days before a regular session and at least fourteen (14) days before a special session.
2. Notice of sessions of the Council and the Forum shall also be given to those entities which have been accorded associate membership of the Mechanism or observer status at sessions of the Council or the Forum.

3. Notice of sessions shall be given in writing, specify the date and place of the session and the purpose for which it is being convened **and be accompanied with the Provisional Agenda.**
4. All sessions of the Council and Forum shall be attended by Member States, Associate Members and such other entities as the aforementioned organs may decide.

RULE 4
Closed Sessions

All sessions of the deliberative organs of the Mechanism shall be conducted in closed session, unless the organ concerned decides otherwise.

CHAPTER II

AGENDA

RULE 5

Agenda for Regular Sessions

1. There shall be a Provisional Agenda for every regular session which shall include:
 - (a) items which have been approved by a majority vote of the Council or the Forum at a previous session;
 - (b) items requested by any member of the Council or the Forum; and
 - (c) other relevant items which the Executive Director considers fit to include.
2. Items proposed under paragraph 1(b) shall be accompanied by an explanatory memorandum and, if possible, by basic documents, for circulation to other Member States, Associate Members, and entities accorded observer status at meetings of the

Council or the Forum together with the Provisional Agenda as may be required. As a general rule, proposals shall be circulated to all members of the Council or the Forum not later than seventy-two (72) hours prior to the convening of the session.

3. The Provisional Agenda shall be submitted to Member States, Associate Member and Observers prior to convening of a session.

RULE 6

Agendas for Special Sessions

The Agenda for a special session shall be circulated at the time of giving notice of the session.

RULE 7

Adoption of Agenda

1. Notwithstanding paragraph 2 of Rule 5, any Member State or Associate Member State may propose an item for inclusion in the Provisional Agenda at the beginning of any session of the Council or the Forum and which members of the aforementioned organs may approve by a simple majority vote.
2. The Agenda for any regular or special session shall be adopted by a simple majority vote.

CHAPTER III

REPRESENTATION

RULE 8

Representation at Meetings

1. Each Member of the Mechanism shall nominate a Minister of Government to represent it on the Council.

2. The Forum shall comprise:
 - (a) one representative of each Member of the Mechanism;
 - (b) one representative of each Associate Member of the Mechanism;
 - (c) representatives of the following groups, institutions and bodies, approved by the Council as Observers:
 - (i) Fisher Folk Organisations and Private Fishing Companies within the Caribbean Region;
 - (ii) Regional bodies and institutions and regional organisations whose work in the area of fisheries contributes to the work of the Mechanism;
 - (iii) Non-Government Organisations whose work in the area of fisheries contributes to the work of the Mechanism.
3. A representative of a Member State or Associate Member may be accompanied at sessions of the Council or the Forum by such advisers as may be required.
4. There shall be no restrictions imposed on the number of such advisers except that the authority to act as an adviser in relation to any Member State or Associate Member shall, as far as practicable, be communicated to the Executive Director of the Technical Unit (hereinafter called "the Executive Director") in advance sessions of the Council or the Forum.
5. Advisers may participate in the proceedings of the sessions but may not vote on any issue before the Council or the Forum, unless designated to act as the representative of a Member State or Associate Member, as the case may be.
6. Whenever it is practicable to do so, each Member State, Associate Member or entity accorded observer status at sessions of the Council or the Forum shall notify the names of the members of its delegation to the Executive Director in advance of all sessions.

7. The Council and the Forum shall elect a chairperson from among the Member States of the Mechanism at the regular session of the Council or the Forum as the case may be.

RULE 9

The Executive Committee

1. The Executive Committee established at the first regular session of the Forum shall comprise five (5) / seven (7) Members, of whom three (3) / five (5) shall be Members of the Mechanism and two (2) Associate Members.
2. The Executive Director shall be an ex-officio Member of the Executive Committee.
3. The Members of the Executive Committee shall be elected annually. The Chairman of the Executive Committee shall be elected from among the Members of the Mechanism.
4. Decisions of the Executive Committee shall be reached by a majority of the Members present and voting. In the event of a tie, the Chairman shall exercise a casting vote.
5. The Executive Committee shall function as necessary between meetings of the Forum using as appropriate, modern communication facilities, and shall keep the Forum informed of its activities.

RULE 10

Subsidiary Committees and Other Bodies of the Council

1. The Council may establish such sub-committees, working parties or other subsidiary bodies as it considers necessary from time to time and refer to them any subjects within the terms of reference of the Council for study and report. The Council may authorise such sub-committees, working parties or other subsidiary bodies to meet as often as may be necessary and they shall be responsible to the Council.
2. These Rules of Procedure shall, as far as practicable, apply to the proceedings of the sub-committees, working parties or other subsidiary bodies of the Council, unless the Council decides otherwise.

RULE 11

Sub-Committees and Other Bodies of the Forum

1. The Forum may establish such sub-committees, **working parties or other subsidiary bodies** as may be considered necessary for the fulfillment of their functions.
2. Such sub-committees, **working parties or other subsidiary bodies** may comprise representatives of Member States, Associate Members, interest groups or experts whose activities within the Caribbean Region are of interest to the Mechanism.
3. Sub-Committees, **working parties or subsidiary bodies** so formed shall determine their own method of work and shall keep the Forum informed of their activities.

CHAPTER IV

THE TECHNICAL UNIT

RULE 12

Functions of the Technical Unit

1. The Executive Director shall act as the Secretary at all sessions of the Council and the Forum. He may authorise a member of his staff to act in his place at sessions of the Council and the Forum.
2. The Executive Director or the member of staff acting on his behalf may make either oral or submit written statements on any question under consideration by the Council or the Forum at any session.
3. The Executive Director shall provide the administrative and clerical services necessary for the conduct of Meetings of the Council or the Forum, **their sub-committees, working parties and subsidiary bodies and shall be responsible for preparing the reports of such meetings.**

4. The Technical Unit (hereinafter called “the Unit”) shall be recognised as the Secretariat of the Mechanism.

CHAPTER V

PROCEEDINGS AT MEETINGS

RULE 13

Election of Chairman and Vice-Chairman

1. The Chairman of the Council or the Forum shall be the representative of the Member State in which the session is convened, unless the Council or the Forum decides otherwise by a simple majority vote. He shall continue to act in that capacity until another Chairman is elected at the next regular session.
2. The Council or the Forum shall elect the representative of a Member State as Vice-Chairman of the Council or the Forum as the case may be.
3. **Unless otherwise agreed, regular sessions of the Council and Forum shall be convened in Member States and Associate Member States in rotation according to the English alphabet.**

RULE 14

The Vice-Chairman to Act as Chairman

If, at the commencement of any meeting, the Chairman is not present, or if, during the course of a meeting, it is necessary for the Chairman to be absent, the Vice-Chairman shall act as Chairman.

RULE 15

Election of Alternative Chairman

If both the Chairman and the Vice-Chairman are absent, then the meeting shall elect a Chairman for that meeting from among the representatives of the Member States.

RULE 16
Chairman of Special Session

The Chairman of a special session shall be the current Chairman of the Council or the Forum as the case may be.

RULE 17
Opening and Closing of Meetings

The Chairman shall declare the opening and closing of each meeting of the Council or the Forum, direct the discussion, ensure the observance of these Rules, put questions to the vote and announce decisions. The Chairman may also call a speaker to order if the speaker's remarks are not relevant to the subject under discussion.

RULE 18
Points of Order

During the discussion of any matter, a representative may raise a point of order. In this case, the Chairman shall immediately rule on the point of order. If it is challenged, the Chairman shall forthwith submit the ruling to the Council or the Forum for decision, and it shall stand unless overruled by a simple majority of representatives.

RULE 19
Adjournment of Debate

During the discussion of any matter, a representative may move the adjournment of the debate. Any such motion shall have priority. In addition to the proposer of the motion, one representative shall be allowed to speak in favour of and one representative against the motion before it is put to the vote.

RULE 20
Closure of Debate

1. A representative may at any time move the closure of the debate whether or not any other representative has signified an intention to speak. Two representatives shall be allowed to speak in favour of and two representatives against the motion before it is put to the vote.
2. If the Council or the Forum by a simple majority votes in favour of the closure, the Chairman shall declare the debate closed.

RULE 21
Guillotine

The Council or the Forum may, by a simple majority vote, limit the time allowed to each speaker.

RULE 22
Proposals to be in Writing

Upon a request by any representative, a proposal or an amendment thereto made by any speaker shall be given to the Chairman in writing and shall be read by him before any further speaker is called upon and before a vote is taken on such proposal or amendment. The Chairman may direct that any proposal or amendment thereto be circulated to the representatives present before a vote is taken.

RULE 23
Voting on Proposals

Proposals shall be put to the vote in the order of their submission unless the Council or the Forum decides otherwise, by a simple majority vote.

CHAPTER VI

VOTING

RULE 24

Voting Rights

1. Subject to Rule 25, every Member State of the Mechanism shall have one vote in the Council or the Forum and every Associate Member shall have one vote in respect of matters for which it is eligible to vote.
2. Unless otherwise provided, decisions of the Council or the Forum on substantive issues shall be reached by consensus. In the absence of consensus, such decisions shall be deemed adopted if supported by a qualified majority of three-quarters of the Member States comprising the Mechanism. The Chairman of the Council or the Forum may defer the taking of a decision in order to facilitate further negotiations whenever it appears that all efforts at achieving consensus have not been exhausted.
3. The quorum of the Council shall be formed by two-thirds of its Members. The quorum of the Forum shall be formed by two-thirds of its Members and shall include at least two-thirds of the Member States of the Mechanism. The quorum of the Executive Committee shall be formed by at least three (3) / five (5) of the Member States of the Mechanism.
4. The Member States may vote in any organ, sub-committee, working party or other subordinate body of the Mechanism. Associate Members may participate in discussions in the Forum and its sub-committees, working parties or other subordinate bodies but are eligible to vote only where decisions are being taken on management regimes to which they are parties or concerning fisheries which they share with other Member States.
5. Observers shall not have the right to vote at meetings of any of the organs or subordinate bodies of the Mechanism.

6. A Member State or Associate Member which is absent from a meeting of any organ or subordinate body of the Mechanism and is prejudiced by a decision taken at that meeting, shall have the right to request a review of the decision, and the organ or subordinate body which took that decision shall review it.
7. Recommendations of the Council or the Forum shall be made by a two-thirds majority of their members and shall not be legally binding. Members omitting to comply with such recommendations shall inform the Unit in writing within six months stating the reasons for non-compliance.
8. Decisions of the Council or the Forum on procedural issues shall be reached by a simple majority of the Members. Decisions on whether an issue is procedural or substantive shall be reached by two-thirds majority of the Members.

RULE 25

Sanctions for Non-Payment of Contributions

1. Subject to paragraph 2, a Member State whose contribution to the regular Budget of the Mechanism is in arrears for more than two years, shall not have the right to vote.
2. In exceptional circumstances to be determined by the Council, a defaulting Member State may be permitted to vote pending the payment of its arrears of contributions.
3. This Article shall apply *mutatis mutandis* to Associate Members and Observers.

RULE 26

Voting at Meetings

At any meeting of the Council or the Forum any recommendation, resolution or any other proposal put to the vote at the meeting shall be decided on a show of hands unless a vote by secret ballot is requested by the representative of a Member State or Associate Member.

RULE 27
Roll-Call Vote

Any representative of a Member State or Associate Member at any meeting of the Council or the Forum may request a vote by roll-call of the Member States or Associate Members, as the case may require and which shall be taken alphabetically. The vote of each Member State or Associate Member shall be inserted in the record.

RULE 28
Reconsideration of Decisions

When a decision has been taken, it may not be reconsidered at the same meeting unless the Council or the Forum so decides. The Member States or Associate Members proposing any reconsideration shall, notwithstanding the provision of Rule 5, submit the same item to the Executive Director for circulation to Members, along with explanatory memoranda, no later than two (2) weeks before the next regular or one week before a special session of the Council or the Forum.

RULE 29
Voting by Round Robin

1. The Council or the Forum may, outside its regular or special sessions, take a decision or make a recommendation on any urgent matter referred to it by the Executive Director at his own discretion or at the request of a Member State or Associate Member.
2. In such case, each Member shall as soon as possible notify the Executive Director of its decision on the matter.
3. Notwithstanding the above, if any Member State or Associate Member so requests, the matter to be decided shall be deferred for consideration by the Council or the Forum at its next meeting.

RULE 30

Non-Voting Observers

Save as otherwise provided in Rule 24(4), representatives of Associate Members and persons accorded observer status at meetings of the Council or the Forum shall not have the right to vote at meetings of the Council or the Forum.

RULE 31

Equally Divided Vote

If the vote on a proposal is equally divided, the proposal shall be regarded as rejected.

CHAPTER VII

FINANCIAL ARRANGEMENTS

RULE 33

Expenses of Representation

1. **Subject to paragraph 2**, each Member State, Associate Member or Observer shall be responsible for the expenses of its delegation to sessions of the **Council or Forum** and the Unit shall be responsible for the expenses of officials representing the Mechanism.
2. **The Mechanism shall defray the expenses of one representative of each Member State attending sessions of the Forum.**
3. The Member State in which a session is to be held shall be responsible for local expenses in respect of related administrative and transport services.

CHAPTER VIII

AMENDMENTS AND SUSPENSIONS

RULE 34

Voting on Amendments and Suspensions

1. These Rules may be amended by a qualified majority vote of three-quarters of the Member States of the Council or the Forum, as the case may be.
2. These Rules or any of them may be suspended for such periods as the Council or the Forum may determine by the affirmative vote of two-thirds of the Member States of the Council or the Forum, as the case may be.

5 August 2002

1.1.3. Host Country Agreements

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 settled by consultation or negotiation shall be referred for final resolution 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 Houghton
(WITNESS)

TO WHOM THESE PRESENTS MAY COME

WHEREAS Saint Vincent and the Grenadines is a member state of the Caribbean Community (CARICOM);

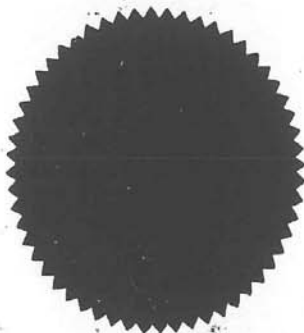
AND WHEREAS the Caribbean Community has designed a programme to provide the Community with the basic information and institutional capacity necessary to manage and develop the fisheries resources of member states of the Community;

AND WHEREAS Saint Vincent and the Grenadines and CARICOM have agreed on the establishment, in St Vincent and the Grenadines, of a local Resource Assessment Unit, under the CARICOM Fisheries Resources Assessment and Management Programme (CFRAMP);

NOW THEREFORE, these presents are to certify that Mr Geoffrey Venner, Permanent Secretary in the Ministry of Agriculture, Industry and Labour has been duly authorised by the Government of Saint Vincent and the Grenadines to sign the Agreement to formally establish the Resource Assessment Unit; the said signing to take place in Barbados;

IN WITNESS WHEREOF, I Herbert George Young, Minister of Foreign Affairs and Tourism have hereunto set my hand and affixed the seal of Saint Vincent and the Grenadines.

Honourable Herbert George Young
Minister of Foreign Affairs
and Tourism



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

WHEREAS the Caribbean Community has designed a programme 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 St. Vincent and the Grenadines, together with other member states of the Caribbean Community, is interested in participating in the programme:

AND WHEREAS under the program, a Resource Assessment Unit (RAU) will be established in St. Vincent and the Grenadines:

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

- (a) "archives of the Programme" means the records, correspondence, documents, manuscripts, photographs, slides, films and sound recordings belonging to the Programme:

- (b) "competent authorities" means national or local authorities of St. Vincent and the Grenadines as may be appropriate in the context and in accordance with the laws of St. Vincent and the Grenadines:
- (c) "Government" means the Government of St. Vincent and the Grenadines:
- (d) "Headquarters" means the premises occupied by the Program referred to in Paragraph 1 of Article 2 of this Agreement:
- (e) "Official of the Programme" means any member of the staff of the program:
- (f) "Programme" means the Caribbean Fisheries Resources Assessment and Management Programme"
- (g) "Programme Director" means the officer responsible for implementation of the Programme.
- (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 Programme, 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;

- (1) "Treaty" means the Treaty done at Chaguaramas on the 4th July 1973 establishing the Caribbean Community;

ARTICLE 2

HEADQUARTERS PREMISES

1. The Headquarters of the Programme shall be located in Kingstown St. Vincent and the Grenadines.
2. The Government hereby undertakes to provide a suitable and adequate building as the Headquarters of the Programme.
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 Programme.
4. (a) The Headquarters shall be inviolable and shall be under the control and authority of the Programme as provided for in this Agreement.

(b) Officials of the Government whether administrative, judicial, military or police, shall not enter the Headquarters to perform any official duties therein except with the consent of and under conditions agreed to by the Programme 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 only with the consent of and under conditions approved by the Secretary General.
- (d) The Programme 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 Programme shall enjoy in St. Vincent and the Grenadines in respect of its official communications, treatment no less favourable than that accorded by the Government to any Government or foreign diplomatic mission or International Organization in St. Vincent and the Grenadines.
2. All correspondence or other communication of the Programme shall be immune from censorship. Such immunity from censorship shall extend to printed matter, photographs, slides, films, sound recordings, magnetic tapes and computer diskettes, this list being subject to amplification by agreement. The Programme 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 Programme Director acting on behalf of the Secretary General, of appropriate security measures in the interest of St. Vincent and the Grenadines.

ARTICLE 4

ARCHIVES

The archives of the Programme shall be inviolable.

ARTICLE 5

PROPERTY AND TAXATION

1. The Programme 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 Programme to any measure of execution.
2. The property of the programme wherever located and by whomsoever 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 Programme shall be exempt from:

- (a) any form of direct or indirect taxation; it is understood however, that the programme 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 Programme for its official use; it is understood, however, that articles imported under such exemption shall not be sold within St. Vincent and the Grenadines except under conditions agreed to between the Government and the Programme.

ARTICLE 6

FINANCIAL AND EXCHANGE FACILITIES

- 1. The Government of St. Vincent and the Grenadines shall not subject the Programme to any financial control, regulation or moratorium 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 St. Vincent and the Grenadines or within St. Vincent and the Grenadines itself and to convert any currency held by it into any other currency.

2. The programme, 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 Programme.

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 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 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 Programme is not prejudiced.

3. The competent authorities shall exercise reasonable care to ensure that the tranquility of the Headquarters 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 Programme shall, if requested, enter into arrangements with the competent authorities to reimburse them for the reasonable costs of such services.

ARTICLE 8

TRANSIT

1. The competent authorities shall not impose any impediments to transit to or from the Headquarters of the following persons:
 - (a) Representatives of Member States of the programme;
 - (b) Officials of the programme and the members of their families forming part of their household;
 - (c) Persons, other than officials of the Programme performing missions for the Programme and members of their families forming part of their household;
 - (d) Other persons invited to the Headquarters 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 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 Programme shall enjoy in St. Vincent and the Grenadines 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, the immunity concerning such official acts shall continue although the persons concerned have ceased to be officials of the Programme.
- (d) exemption for officials, other than citizens of St. Vincent and the Grenadines, from any form of direct taxation on salaries, remuneration and allowances paid by the programme.
- (e) exemption for officials, other than citizens of St. Vincent and the Grenadines, from any form of direct taxation on income derived from sources outside St. Vincent and the Grenadines.
- (f) exemption in respect of themselves and members of their families forming part of their household from registration as aliens and from immigration restrictions.
- (g) the necessary permits for the proper discharge of their duties.
- (h) work permits and visas for spouses of staff of the Programme to permit them to undertake gainful employment where

qualified or other competent nationals of St. Vincent and the Grenadines are not available;

- (i) freedom for officials of the Programme other than citizens of St. Vincent and the Grenadines to maintain within St. Vincent and the Grenadines foreign securities, external accounts and movable and immovable property and on termination of their appointment with the Programme the right to take out of St. Vincent and the Grenadines without restriction, funds accruing to them in connection with their employment with the Programme, after taking into account a reasonable amount of living expenses, together with any amount brought into or transferred to St. Vincent and the Grenadines by them through authorised dealers.
- (j) 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, provided that this sub-paragraph shall not apply to citizens of Saint Vincent and the Grenadines.

2. Officials of the Programme who are entitled to enjoy the privileges and immunities conferred by this Agreement shall be provided with identity documents 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 Programme.

(b) Officials of the Programme shall cooperate at all times with the competent authorities to facilitate the proper administration of justice, to ensure the observance of all regulations and to 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 out of the interpretation or application of this Agreement or any question connected with the Headquarters which is not settled by consultation or negotiation shall be referred for final decision to an arbitrator agreed on by the Government and the Community. Either party may request that a dispute be referred to arbitration.

ARTICLE 11**OPERATION OF THE AGREEMENT**

1. 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 adopting of measures considered appropriate by St. Vincent and the Grenadines 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 intention 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 atBridgetown, Barbados..... the
.....2nd..... day of June 1992.

SIGNED for and on
behalf of the Government
of St. Vincent and the
Grenadines by the Permanent
Secretary Ministry of Agriculture,
Industry and Labour.



SIGNED for and on behalf
of the Caribbean Community by



(Witness)

Section 1.2 **Organizational Framework**

1.2.1 DESCRIPTION

PURPOSE, GOAL AND SCOPE

Marine fisheries are an important economic resource in the Caribbean and have the potential to supply benefits indefinitely if husbanded wisely. However, sustainability of fisheries resources is threatened by a number of constraints, including lack of institutions to manage shared stocks and the open access nature of the resource. These constraints can lead to over-exploitation and resource degradation.

The Caribbean Regional Fisheries Mechanism (CRFM) is a regional organization. It has been developed to address the afore-mentioned problems, assist countries in the stewardship of their resources, and to help maximize the long-term productivity of fisheries resources.

CRFM's goal is: *“to promote the sustainable use of fisheries and aquaculture resources in and among Member States by the development, management and conservation of these resources in collaboration with stakeholders to benefit the people of the Caribbean region.”*

The CRFM has the faculty for both innovative and responsive action. It is an autonomous body within the family of CARICOM Institutions. Its work is of particular relevance to The Council on Foreign and Community Relations (COFCOR) and The Council on Trade and Economic Development (COTED).

In fulfilling its Mandate, the CRFM will be guided by the principles set out in Article 5 of the Agreement Establishing the Caribbean Regional Fisheries Mechanism and will discharge the functions as set out in Article 13. Resources will be allocated according to the Priority Areas which are set out in Article 5.

Countries and territories participating in the CRFM are:

Anguilla
Antigua and Barbuda
The Bahamas
Barbados
Belize
Dominica
Grenada
Guyana
Haiti
Jamaica
Montserrat

St. Kitts and Nevis
St. Lucia
St. Vincent and the Grenadines
Suriname
Trinidad and Tobago
Turks and Caicos Island

Membership of the CRFM is open to Member States and Associate Members of CARICOM as full members. Associate Membership may be granted to other countries of the Caribbean:

The primary beneficiaries of the CRFM are fishing communities of CARICOM which will receive maximum long-term benefits from fishery resources through improved resource management. National economies of CARICOM Member States are expected to benefit from related improvements in socio-economic conditions in fishing communities, from stability in the supply of fish to local consumers and the tourist industry, from reduced foreign expenditure on fish and other protein product imports and possibly from increased exports of fishery products.

STRATEGIES

To achieve the CRFM's mission, an overall strategy has been adopted to enhance the basic information and institutional capacity necessary to manage and develop fishery resources in the CARICOM region. Specifically, the CRFM works toward:

- Strengthening fisheries management structures and improving management capabilities and technical expertise within CARICOM through training and advisory assistance;
- Providing information on fishery resource abundance and availability for management purposes within CARICOM;
- Assessment and management of shared resources;
- Assessment and management of resources at the national level;
- Regional and national socio-economic planning.

PROGRAMMES

The CRFM Secretariat undertakes a number of projects and linked activities which fall under five major programmes, fully elaborated in its Annual Work Plans and Budgets. The major programmes are:

Major Programmes of the CRFM

CRFM – Corporate Services

This set of activities comprises the administration and co-ordination of the CRFM at the field level.

Advocacy, Policy and Planning

This includes advocacy on behalf of the CRFM and regional fisheries, strategic, medium term and operational planning, and the formulation of a Common Fisheries Policy and Regime for CARICOM.

Fisheries Statistics and Information

This includes strengthening the national catch and effort data collection systems and the licensing and registration systems. It also includes activities related to the establishment and operation of the regional fisheries policy and regime for CARICOM.

Fisheries Research and Resource Assessment

This includes all the activities associated with fisheries research, stock assessment and the production of scientific information for policy formulation and decision-making.

Fisheries Resource Management and Development

This includes the formulation and implementation of policies and plans for sustainable use and conservation of aquatic resources, institutional strengthening activities at the regional and national levels, community involvement activities and long-term training.

Communication and Documentation

This includes the activities associated to internal and external information and communication flow and related products.

1.2.2 FRAMEWORK

Introduction

In February 2002 the Agreement Establishing the Caribbean Regional Fisheries Mechanism (See Appendix 1.1) came into force and was duly authorized by the respective Governments. The CRFM is a CARICOM Institution and is therefore governed by all relevant agreement conventions and principles which operate within the CARICOM environment. In addition, the CRFM embraces principles of good governance which are reflected in the information provided in this volume, and represents the core of a complex interactive network of a wide variety of stakeholders in fisheries.

The CRFM comprises three organs:

1. The Ministerial Council
2. The Caribbean Fisheries Forum
3. The Technical Unit (CRFM Secretariat)

Membership of the CRFM is open to Member States and Associate Members of CARICOM. The Ministerial Council may admit as an Associate Member of the CRFM any State or Territory of the Caribbean Region which in its opinion is able and willing to discharge its obligations under the Agreement Establishing the Caribbean Regional Fisheries Mechanism.

1.2.3 THE MINISTERIAL COUNCIL

This Body's primary function is the determination of policy and the approval of the CRFM Secretariat's Budget and Work programmes. The powers of the Ministerial Council are detailed in the Agreement Establishing the Caribbean Regional Fisheries Mechanism (Appendix 1.1).

1.2.4 COMPOSITION OF THE FORUM

The Forum is comprised of:

- (a) one representative of each Member of the Mechanism;
- (b) one representative of each Associate Member of the Mechanism;
- (c) representatives of the following groups, institutions and bodies, approved by the Ministerial Council as Observers:
 - (i) Fisher Folk Organisations and Private Fishing Companies within the Caribbean Region;
 - (ii) Regional bodies and institutions and regional organisations whose work in the area of fisheries contribute to the work of the Mechanism;
 - (iii) Non-Governmental Organisations whose work in the area of fisheries contribute to the work of the Mechanism.

1.2.5 FUNCTIONS AND POWERS OF THE FORUM

The Forum is responsible, subject to any directions of the Ministerial Council, for the general operation of the CRFM. It shall implement the general policies of the CRFM and may give the

Executive Director general instructions for the implementation of such policies. The Forum is the main technical and scientific decision making body of the CRFM and is required to meet regularly.

The frequency, location, and conduct of meetings are important ingredients of the Forum's effectiveness. Meetings should be held with sufficient frequency to enable the Forum to discharge its responsibilities effectively. Article 7 of The Agreement Establishing the CRFM sets forth the detailed functions of the Forum (Appendix 1.1).

1.2.6 DUTIES, ROLES AND RESPONSIBILITIES OF THE FORUM

1.2.6.1 General Duties of the Members of the Forum

Introductory

1. Scope and nature of general duties

- (1) The general duties specified below are owed by the Members of the Forum to the CRFM.
- (2) The general duties shall be interpreted and applied in the same way as common law rules or equitable principles.

The general duties

2. Duty to act within powers

The members of the Forum must act in accordance with the CRFM's constitution (CRFM Agreement of 2002) and any other policy document duly authorized by the Ministerial Council, and only exercise powers for the purposes for which they are conferred.

3. Duty to promote the success of the CRFM

- (1) The Members of the Forum must act in the way they consider, in good faith, would be most likely to promote the success of the CRFM for the benefit of its Member States as a whole, and in doing so have regard, *inter alia*, to:
 - (a) the likely consequences of any decision in the long term,
 - (b) the interests of the CRFM's employees,
 - (c) the need to foster the CRFM's relationships with donors, other regional organizations, civil partners, suppliers, and others,

- (d) the impact of the CRFM's operations on the community and the environment,
- (e) the desirability of the CRFM maintaining a reputation for high standards of professional and business conduct, and
- (f) the need to act fairly as between Member States of the CRFM

4. Duty to exercise independent judgment

- (1) The Members of the Forum must exercise independent judgment.
- (2) This duty is not infringed by members acting:
 - (a) in accordance with an agreement duly entered into by the CRFM Secretariat that restricts the future exercise of discretion by the Forum, or
 - (b) in a way authorised by the 2002 Agreement establishing the CRFM or other policy document duly authorised by the Council of Ministers.

5. Duty to exercise reasonable care, skill and diligence

- (1) The Members of the Forum must exercise reasonable care, skill and diligence.
- (2) This means the care, skill and diligence that would be exercised by a reasonably diligent person with:
 - (a) the general knowledge, skill and experience that may reasonably be expected of a person carrying out the functions carried out by the Member in relation to the CRFM, and
 - (b) the general knowledge, skill and experience that the Member has.

6. Duty to avoid conflicts of interest

- (1) The Members of the Forum must avoid a situation in which they have, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the CRFM.
- (2) This applies in particular to the exploitation of any property, information or opportunity (and it is immaterial whether the CRFM could take advantage of the property, information or opportunity).
- (3) This duty does not apply to a conflict of interest arising in relation to a transaction or arrangement with the CRFM.
- (4) This duty is not infringed:

- (a) if the situation cannot reasonably be regarded as likely to give rise to a conflict of interest; or
 - (b) if the matter has been authorised by the Forum or Ministerial Council.
- (5) The authorisation is effective only if:
 - (a) any requirement as to the quorum at the meeting at which the matter is considered is met without counting any other interested member of the Forum or Ministerial Council, and
 - (b) the matter was agreed to without their voting or would have been agreed to if their votes had not been counted.
- (6) Any reference in this section to a conflict of interest includes a conflict of interest and duty and a conflict of duties.

7. Duty not to accept benefits from third parties

- (1) The Member of the Forum must not accept a benefit from a third party conferred by reason of his/ her being a member of the CRFM, or his doing (or not doing) anything as a member of the Forum.
- (2) A “third party” means a person other than the CRFM, or a person acting on behalf of the CRFM.
- (3) This duty is not infringed if the acceptance of the benefit cannot reasonably be regarded as likely to give rise to a conflict of interest.
- (5) Any reference in this section to a conflict of interest includes a conflict of interest and duty and a conflict of duties.

8. Duty to declare interest in proposed transaction or arrangement

- (1) If the Member of the Forum is in any way, directly or indirectly, interested in a proposed transaction or arrangement with the CRFM, he must declare the nature and extent of that interest to the Forum or Ministerial Council.
- (2) The declaration may (but need not) be made at a meeting of the Forum, Executive Committee or Ministerial Council, or by written notice to the Forum, Executive Committee or Ministerial Council
- (3) If a declaration of interest under this section proves to be, or becomes, inaccurate or incomplete, a further declaration must be made.

- (4) Any declaration required by this section must be made before the CRFM enters into the transaction or arrangement.

1.2.6.2 Role of the Forum

The role of the Forum is to determine the technical and scientific work of the CRFM, provide leadership to ensure that the CRFM Secretariat's programmes advance the Mission of the CRFM as well as oversee the implementation and administration of the policies to guarantee effectiveness and accountability to clients, stakeholders, donors and others.

1.2.6.3 Duties of the Forum

The primary activities in executing the responsibilities, among others, are as follows:

- Establishes with the Executive Director a process for setting goals and measuring performance on an annual basis.
- Participates in determining the Forum's policies with respect to major strategic decisions related to fisheries research, conservation, management and development, as well as those in the areas of finance, human and institutional resources.
- Ensures effective organizational planning by active participation in the planning process, assessment to the extent to which plans are realized, priorities established and resources allocated.
- Evaluates the CRFM's work by determining Programme and Project effectiveness and impact and makes decisions that move the CRFM Secretariat and its programmes forward.
- Participates in creating a climate of inquiry that is fair, open and equitable.
- Assists in the process of identifying and cultivating resources for the Forum and supports the on-going resource mobilization activities of the CRFM Secretariat.
- Allocates resources
- Monitors the fiscal management of the CRFM Secretariat's revenue and ensures that prudent limits are placed on the CRFM Secretariat's financial activities while ensuring that a system of checks and balances are in place to ensure a high standard of financial accountability.

1.2.6.4 Sub-Committees of the Forum

The Forum may establish such Sub-Committees as may be considered necessary for the fulfillment of its functions. Such Sub-Committees may comprise representatives of Member States, Associate Members and interest groups whose activities within the Caribbean Region are of interest to the CRFM. Sub-Committees so formed shall determine their own method of work and shall keep the Forum informed of their activities. The Forum also allocates financial resources to support the work of the Sub-Committees.

1.2.6.5 Forum Self-assessment

Forum Members will from time to time participate in some form of Forum self assessment. Self-assessment acknowledges the capacity of the Forum to discipline itself and to determine its own effectiveness.

Forum self-assessment can help to:

- Refresh the Forum's understanding of its roles and responsibilities
- Identify important areas of Forum operation that need attention or improvement
- Measure progress toward existing plans and objectives
- Define criteria for an effective and successful Forum
- Build trust, respect and communication among Forum Members and with the Executive Director and Staff
- Enable individual Forum Members to work more effectively as part of a Team

In place of the Forum self-assessment, the Forum may choose an informal approach for gathering feedback, as for example, asking each member to comment after meetings on the focus of the Agenda, the adequacy of background materials, the quality of Forum discussions and suggestions as to how the Forum could better focus its time and organize itself in the interest of the CRFM and its work.

1.2.7 THE EXECUTIVE COMMITTEE OF THE FORUM

Article 10 of the Agreement Establishing the Caribbean Regional Fisheries Mechanism provides for the Establishment of an Executive Committee of the Forum. This Committee meets inter-sessionally.

The Terms of Reference of the Executive Committee are outlined below:

The Executive Committee is responsible for:

- Coordinating agenda development prior to Forum meetings.
- Acting on behalf of the Forum during intervals between meetings of the Forum.
- Reporting to the Forum at its next regular meeting on actions taken, and if necessary between meetings of the Forum using an appropriate, modern communication facilities.
- Carrying out specific tasks as directed by the Forum from time to time.
- Recommending actions for consideration by the Forum.
- Assuming management of the CRFM Secretariat during a crisis or disaster when the CRFM Secretariat's then existing Senior Management is unavailable.
- Reviewing the adequacy of the terms of reference of the Executive Committee annually and recommending any changes to the Forum for approval.

Membership:

- (i) The Executive Committee shall consist of five (5) / seven (7) Members, of whom three (3) / five (5) shall be Members of the Mechanism and two (2) Associate Members. The Executive Director shall be an ex-officio Member of the Executive Committee. The Chairperson and Vice-Chairperson of the Executive Committee shall be elected from among Members of the Mechanism.
- (ii) In order to promote continuity and efficiency in the operation of the Executive Committee, the Forum decided that the current Chairman and the Vice-Chairman of the Forum shall be permanent members of the Executive Committee as Chairman and Vice-Chairman respectively, of that Committee (Decision taken at Second Meeting of the Caribbean Fisheries Forum, April 23, 2004, Kingstown, St. Vincent and the Grenadines).

Terms of Appointment:

- (i) The Forum shall review the membership annually as determined by Article 10 of the Agreement Establishing the CRFM.
- (ii) Each Member of the Executive Committee shall continue to be a Committee Member until a successor is appointed, unless the Member resigns, is removed by resolution of the Forum or otherwise ceases to be a Member of the Forum.

- (iii) When a vacancy occurs in the Executive Committee membership, the Forum may appoint a replacement for the balance of the term.

Meetings:

- (i) The Executive Committee shall meet at least two (2) times a year, or at the call of the Chair of the Executive Committee or as directed by the Forum.
- (ii) A quorum shall be formed by at least three (3) / five (5) of the Members, present either in person or by telephone or other telecommunication devices.
- (iii) The Executive Committee shall function as necessary between meetings of the Forum using as appropriate, modern communication facilities, and shall keep the Forum informed of its activities.
- (iv) Every effort shall be made to arrive at consensus in respect of decision-making.

Reporting:

- (i) The Executive Committee shall appoint from its members a secretary to the Committee.
- (ii) The minutes shall include an outline of issues and proposed recommendations discussed at the meeting.
- (iii) The Executive Committee Chair shall present a written report to the Forum at the next Meeting of the Forum.
- (iv) Following approval of the minutes of the meeting by the Executive Committee as a whole, the minutes approved by the Executive Committee shall be submitted to the Forum for receipt.

1.2.8 ROLE AND RESPONSIBILITIES OF THE CHAIRMAN OF THE FORUM

The Chairman of the Forum guides the policy development of the CRFM and provides leadership. The Chairman of the Forum, in this role should be guided by the following:

- **VISION:** The ability to perceive clearly the Forum's Mission as a whole. The Chairman must be able to visualize how the Forum, Committees, Executive Director and Staff function separately and work together to achieve goals.
- **IMPARTIALITY:** Open-mindedness in all discussions, the willingness to listen to and encourage open discussion among sometimes intensely different points of view.
- **CONSENSUS Building:** an ability to foster consensus among members.

- **DECISIVENESS:** An ability to foster clear and timely decision- making and to take action as the Chairman when the need arises.

Specific responsibilities of the Chairman of the Forum include:

- *Presiding over meetings of the Forum* so that they are productive and engaging and conducted expeditiously;
- *Serving as liaison with management* to ensure the Forum's understanding of management perspectives and needs;
- *Serving as liaison with management* to facilitate the implementation of Forum decisions;
- *Consulting with Executive Committee and the Executive Director* to facilitate Committee productivity and to plan and prepare agendas for meetings of the Forum;
- *Managing the Forum's workload* to ensure that it is appropriate and that responsibilities are distributed among Forum Members to make the best use of their talents and limited time;
- *Keeping Forum Members up-to-date* on the progress of the CRFM;
- *Issuing invitations to and providing orientation for new Board Members;*
- *Communicating privately with Forum Members* about their performance;
- *Overseeing the hiring of, determining appropriate compensation for, and Evaluating the performance of the Executive Director and the Deputy Executive Director* and communicating to the Executive Director in as much detail as possible the results of the annual evaluation.

External responsibilities of the Chairman help ensure continuing stakeholder confidence and interest, and facilitate communication and understanding. These responsibilities include:

- *Representing the Forum as appropriate* to external constituencies, in consultation and coordination with the Executive Director;
- *Participating in resource mobilization* and playing an active role in fund raising and donor relations activities;
- *Participating in CRFM Secretariat meetings*, in which the Chairman joins the Executive Director in representing the CRFM;
- *Assisting the Executive Director in developing and maintaining good relations* with clients, stakeholders and other partners of the Forum.

In fulfilling the specific responsibilities outlined above, the Chairman's activities fall within four general categories.

- ***Building participation.*** By encouraging sound, participatory management, the Chairman helps to promote, among members at all levels of the organization, the commitment to, and a sense of ownership of, the mission and purpose of the CRFM. The Chairman supports the work of the CRFM, sharing information, asking advice, giving sufficient time at Forum Meetings to receive reports on committee activities, and commenting on the progress of the CRFM and the contribution of the Forum.
- ***Acquiring and communicating information.*** The Chairman must stay informed, keep others informed, know who should know what, and know what must be done with information. The Chairman should be kept aware of the progress of activities directly related to the CRFM's goals, and must take personal responsibility for remaining aware of developments in the CRFM's field of service, changes in the CRFM's situation, and obstacles to the fulfillment of its Mission. In Forum Meetings, the Chairman must communicate or have communicated through others the highlights of the CRFM's accomplishments or failures. The Chairman should see that information shared with the Forum is concise and accurate.
- ***Evaluating performance.*** Formal and informal evaluation is a constant responsibility of the Chairman: helping the Executive Director develop a format for assessing the progress of the CRFM, developing procedures for assessing the work of the Executive Director, and developing and implementing procedures for periodic Forum self-assessment. In addition to recognizing and taking action to correct poor performance, the Chairman should acknowledge good performance when this occurs.
- ***Delegating effectively.*** The Chairman of the Forum may delegate his authority to any Member of the Forum to ensure that their work is carried out efficiently. Once the Chairman has delegated authority to another person, the Chairman will allow that person to work as he/she considers appropriate subject to any agreed pre-conditions, unless he/she exceeds his/her authority or the mandate of the body in question (that is, Executive Committee, sub-Committee or working group as appropriate).

Terms of Reference

Purpose:

The Executive Committee assists the Forum by:

- Exercising any powers that may be delegated to it by the Forum, which the Forum considers necessary for the efficient conduct of the business of the CRFM.

Responsibilities:

The Executive Committee is responsible for:

- Working with the Secretariat in developing the agenda prior to Forum, Executive Committee, and other meetings.
- Acting on behalf of the Forum during intervals between meetings of the Forum.
- Reporting to the Forum at its next regular meeting on actions taken, and a necessary between meetings of the Forum using an appropriate, modern communication facilities.
- Carrying out specific tasks as directed by the Forum from time to time.
- Developing actions for consideration by the Forum.
- Assuming management of the CRFM Secretariat during a crisis or disaster when the CRFM Secretariat's then existing Senior Management is unavailable.
- Reviewing the adequacy of the terms of reference of the Executive Committee annually and recommending any changes to the Forum for approval.

Membership:

The Executive Committee shall consist of five (5) / seven (7) Members, of whom three (3) / five (5) shall be Members of the Mechanism and two (2) Associate Members. The Executive Director shall be an ex-officio Member of the Executive Committee. The Chairperson and Vice-Chairperson of the Executive Committee shall be elected from among Members of the Mechanism.

Terms of Appointment:

- (i) The Forum shall review the membership annually as determined by Article 10 of the Agreement Establishing the CRFM.
- (ii) Each Member of the Executive Committee shall continue to be a Committee Member until a successor is appointed, unless the Member resigns, is removed by resolution of the Forum or otherwise ceases to be a Member of the Forum.
- (iii) When a vacancy occurs in the Executive Committee membership, the Forum may appoint a replacement for the balance of the term.

Meetings:

- (i) The Executive Committee shall meet at least two (2) times a year, or at the call of the Chair of the Executive Committee or as directed by the Forum.

- (ii) A quorum shall be formed by at least three (3) / five (5) of the Members, present either in person or by telephone or other telecommunication devices.
- (iii) The Executive Committee shall function as necessary between meetings of the Forum using as appropriate, modern communication facilities, and shall keep the Forum informed of its activities.
- (iv) Every effort shall be made to arrive at consensus in respect of decision-making.

Reporting:

- (i) The Executive Committee shall appoint from its members a secretary to the Committee.
- (ii) The minutes shall include an outline of issues and proposed recommendations discussed at the meeting.
- (iii) Following approval of the minutes of the meeting by the Executive Committee as a whole, the minutes approved by the Executive Committee shall be submitted to the Forum.
- (iv) The Executive Committee Chair shall report verbally to the Forum, based on the approved minutes of the relevant meetings of the Executive Committee.

THE ROLE OF THE EXECUTIVE DIRECTOR

The Executive Director is responsible for implementing Forum policy through Programme Management, including strategic and operational planning, organizing and coordinating activities and evaluation; financial management, including financial planning and budgeting, resource allocation, monitoring and auditing; human resources management; information management; administration and external relations with host governments and other institutions.

The Executive Director plays a significant role in the effectiveness of the CRFM and has the responsibility to provide complete and comprehensible information to the Forum on a timely basis.

Duties:

The duties owed by the Executive Director to the CRFM are the same as those owed by the members of the Forum (See 1.2.6.1)

The Executive Director also facilitates communications between the CRFM and the Forum between meetings and assists the Forum Committees to perform their functions.

Section 1.3 Management

1.3.1 STRUCTURE

The Executive Director is the chief operating officer. The Executive Director can delegate certain administrative and management functions to the Deputy Executive Director, and to the Programme Managers.

All persons on contract to CRFM Secretariat, whether on short or long term assignment, work within a common administrative system. That system is co-ordinated by a central unit - headquarters. All staff in each of the units and the central unit will, on a day-to-day basis, respond to the supervision or leadership of the head, namely, the Programme Managers, Deputy Executive Director and / or the Executive Director.

1.3.2 STAFFING

The CRFM Secretariat must be organized and staffed to carry out the functions of the CRFM, with initial emphasis on the priority areas assigned. The CRFM Secretariat may grow over time as new functions are added based on its performance and additional responsibilities.

The skills required to manage and execute the diverse programmes are varied. But, the skills required to maintain the CRFM and to satisfy the basic needs of its members must reside in the CRFM Secretariat. Expertise for specialized work will be acquired as needed.

1.3.3 OPERATIONAL PRINCIPLES

CRFM's operations are guided by the following three principles:

1. A "team approach" to management.
2. Delivery to member countries through Programmes which are based on agreed Priority Areas.
3. Continuing accountability to major stakeholders.

1.3.3.1 TEAM APPROACH TO MANAGEMENT

Management of CRFM, while the responsibility of the Executive Director, is conducted with the considerable support of the Senior Managers Committee; Business Team; and the Technical (Planning and Review) Team. Managers will work consciously on building effective teams within the CRFM.

1.3.3.2 Service Delivery

The Strategic Plan of the CRFM identifies the Priority Areas which form the basis for the approved programmes. The Medium Term Plan represents an elaboration of the work to be carried out in the medium term, represents a compendium of the CRFM's technical and corporate project profiles, provides the basis for the preparation of detailed project feasibility studies and precedes the preparation of the Annual Work Plans and Budgets of the CRFM. It covers two planning periods in order to facilitate adjustments resulting from the dynamics of the environment within which the CRFM has to function. The senior staff of the CRFM Secretariat and relevant stakeholders collaborate in identifying the Priority Areas, programmes and projects defined in the Strategic Plan.

A key feature of the CRFM's Medium Term Plan is its implementation strategy. In essence, the Medium Term Plan is represented by a number of projects, grouped under discrete frameworks called programmes. Indeed, the CRFM's operational status can best be described as a modus of programme management in which each operational head maybe referred to as Programme Manager. In other words, the CRFM will execute its business in a programme mode.

The process of programme management / development, while recognizing the resource constraints in the region, will ensure that the final outputs of the projects are in keeping with the CRFM's goals and subsequently the needs of members of the CRFM. Accordingly, the process of establishing priorities is initialed at the strategic planning level and continues through to the determination of projects in all of the countries.

1.3.3.3 The Role of the Executive Director and Deputy Executive Director

The Executive Director has overall responsibility for the performance of the CRFM Secretariat.

The core functions of the Executive Director involve, but are not limited to: development and execution of Strategic Plans and programmes, general administration of the CRFM Secretariat, coordination of initiatives to deepen regional cooperation in the fisheries and related sectors, facilitation of the work of various regional advisory groups in the fisheries sector, and the provision of general advice to the relevant regional authorities negotiating for the Community and other members of the CRFM on fisheries related matters.

The Executive Director should have outstanding competencies in regional institutional management, fisheries management and development, entrepreneurship, programme management, policy management, communications and public administration.

The Deputy Executive Director is responsible for the operation of the Eastern Caribbean Office, and assists the Executive Director with the overall operation of the CRFM Secretariat.

The Deputy Executive Director will have a broad knowledge and experience in fisheries development and management. In particular the Deputy Executive Director will focus on developing programme(s) for the management of shared stocks, should have a good knowledge of international fisheries management of shared stocks, international fisheries management and

fisheries assessment. The Deputy Executive Director plays a strong supporting role to the Executive Director in the development of projects and the acquisition of funding and should have knowledge and experience in this area.

The detailed job descriptions of the core staff complement of the CRFM Secretariat are appended as *Appendix 1.1*.

1.3.3.4 Continuing Accountability to Major Stakeholders

The CRFM Secretariat is accountable to member countries. The departments or Ministries, through their Directors of Fisheries, are encouraged to become more and more involved in CRFM's Annual Work Plan planning, monitoring and implementation exercises.

The CRFM promotes country to country, and country to CRFM Secretariat staff exchanges.

1.3.4 TEAM MANAGEMENT

Management of the CRFM Secretariat, while the responsibility of the Executive Director is conducted with the considerable support of three management teams - Senior Managers Committee, the Technical (Review and Planning) Team and the Business Team. *Appendix 1.2* details the Terms of Reference of each Team and the Functional Organogram of the CRFM Secretariat.

1.3.4.1 Senior Managers Committee

The Senior Managers Committee functions as a team that oversees the integration of the work plan activities and works towards orderly implementation, monitoring and review. The team meets quarterly and makes decisions on both technical and corporate issues. Meetings of senior managers are chaired by the Executive Director. The team comprises the Executive Director, Deputy Executive Director and Programme Managers.

1.3.4.2 Technical (Review and Planning) Team

The Technical (Review and Planning) Team meets once per month to review the scientific and technical reports of the work programme and prepares comments and recommendations to facilitate delivery of the Strategic Plan, Medium Term Plan and Annual Work Plan of the CRFM. The team is chaired by the Deputy Executive Director and comprises the Deputy Executive Director, Programme Managers of the Technical Programmes and Project Managers for technical projects.

1.3.4.3 Business Team

The Business Team meets once monthly and monitors the implementation of the plans, programmes and projects of the CRFM Secretariat. The Team discusses and reviews progress made in resource mobilization and advises on strategies to ensure that financial, human, material and information resources are mobilized and utilized in such a manner as to minimize inefficiency and promote timely delivery of outputs.

1.3.4.4 Programme Management

The CRFM Secretariat is managed through five programmes, namely, Corporate Services; Advocacy, Policy and Planning; Fisheries Statistics and Information; Fisheries Research and Resource Assessment, and Fisheries Resource Management and Development. These programmes are led by Programme Managers who report to the Deputy Executive Director and the Executive Director. The programmes represent the agreed Priority Areas of the CRFM.



. The hierarchy of decision making within the CFRM

