

**AGREEMENT BETWEEN  
THE GOVERNMENT OF BARBADOS  
AND THE CARIBBEAN CENTRE FOR DEVELOPMENT ADMINISTRATION  
REGARDING THE HEADQUARTERS OF THE CENTRE**

**THE GOVERNMENT OF BARBADOS  
AND THE  
CARIBBEAN CENTRE FOR DEVELOPMENT ADMINISTRATION**

DESIRING to conclude a Headquarters Agreement have agreed as follows:-

**ARTICLE 1**

**DEFINITIONS**

In this Agreement

- a. "Archives of the Centre" means the records, correspondence, documents, manuscripts, photographs, slides, films and sound recordings belonging to or held by the Centre;
- b. "The Centre" means the Caribbean Centre for Development Administration;
- c. "Component Authorities" means national or other authorities of Barbados as may be appropriate in the context according to the Laws of Barbados;
- d. "The Government" means the Government of Barbados;
- e. "Headquarters of the Centre" means the premises occupied by the Caribbean Centre for Development Administration;
- f. "Official of the Centre" means any member of the staff of the Centre stationed in Barbados;
- g. "Property" as used in Article IV and V means all property, including funds and assets belonging to or held or administered by the Centre, and in general, all income accruing to the Centre;
- h. "Executive Secretary" means the Executive Secretary of the Caribbean Centre for Development Administration

## **ARTICLE II**

### **JURIDICAL PERSONALITY AND FREEDOM OF ACTION**

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

## **ARTICLE III**

### **COMMUNICATIONS**

4. The Centre shall enjoy, in respect of its official communications, treatment not less favourable than accorded by the Government to any other Government or international organization including foreign diplomatic missions in Barbados
5. No censorship shall be applied to the official correspondence or other communications of the Centre. The Centre shall have the right to use codes and to dispatch and receive correspondence either by courier or in sealed bags, which shall have the same immunities and privileges as diplomatic couriers and bags. Nothing in this section shall be construed as precluding the adoption after consultation with the Centre of appropriate security measures in the interest of the State of Barbados

## **ARTICLE IV**

### **PROPERTY AND TAXATION**

6. The Centre and its property, wherever and by whomsoever held, shall enjoy immunity from legal process except insofar as the Centre may have expressly waived its immunity in any particular case. It is however, understood, that no waiver or immunity shall extend to any measure of execution

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

8. The archives of the Centre and in general, all documents belonging to or held by the Centre shall be inviolable.

9. The property of the Centre shall be exempt from

- (a) any form of direct taxation; it is understood however, that the Centre will not claim exemption from taxes which are, in fact, no more than charges for public utility services;
- (b) customs duties and from prohibitions and restrictions on imports and exports in respect of articles imported or exported by the Centre for its official use; it is understood, however, that articles imported under such exemption shall not be sold within Barbados except under conditions agreed between the government and the Centre;
- (c) customs duties, other levies and other prohibitions and restriction on imports; sales and exports of its publication.

## **ARTICLE V**

### **FINANCIAL AND EXCHANGE FACILITIES**

10. The Centre shall not be subject to any financial controls, regulations or moratoria and shall be entitled -

- (i) to purchase from authorized commercial agencies, hold and make use of negotiable currencies; to operate foreign currency accounts; and to purchase through authorized institutions, hold and make use of funds and securities;
- (ii) to transfer its funds, securities and foreign currencies to or from Barbados or within Barbados itself and to convert any currency held by it into any other currency.

11. The Centre shall, in exercising its rights under section 10 above, pay due regard to any representations made by the Government and shall give effect to such representations so far as this is possible without detriment to the interests of the Centre

## ARTICLE VI

### PRIVILEGES AND IMMUNITIES

12. The Government shall accord to the Centre's permanent personnel who are not of Barbadian nationality, the privileges, immunities, facilities and courtesies set forth in this Agreement. The Executive Secretary shall inform the Ministry of External Affairs of the names of the persons for whom such privileges, immunities, facilities and courtesies are requested.

13 (a) Subject to any laws or regulations restricting entry or movement for reasons of national security, the Government shall extend all facilities for the un-interrupted passage within the territory of Barbados, as well as for the entry and departure therefrom, of the categories of persons indicated below;

- (1) Members of the Board of Directors and the Board of Governors of the Centre;
- (2) Officials of the Centre and Members of their households;
- (3) Experts, other than officials of the Centre, contracted to perform missions for the Centre, and members of their families forming part of their households;
- (4) Other persons invited to the Headquarters on official business.

(b) Visas for entry into and departure from the country for the persons indicated in this Article shall be issued without charge

(c) This Article shall not be applicable in case of a general interruption of transportation and shall not impede the effective application of laws in force nor waive reasonable application of quarantine and health regulations.

14. Officials of the Centre and contracted experts referred to in the preceding Articles, regardless of their nationality, shall be entitled, within the territory of Barbados to:

- (a) Immunities from legal process with respect to acts performed in their official capacity; and
- (b) Exemption from any tax on travel undertaken in the performance of their duties.

15. Officials of the Centre and contracted experts who are not of Barbadian nationality, shall be entitled to the following privileges and immunities within the territory of Barbados:

- (a) Exemption from any form of direct taxation on salaries, remunerations and allowances paid by the Centre;
- (b) Exemption in respect of themselves, members of their immediate family and domestic servants from registration as aliens and from immigration restrictions;

- (c) Freedom to maintain their personal accounts in foreign currency and to withdraw the funds upon termination of their services in the same currencies, and in the same amounts, as were brought into the country through authorized agencies; and
- (d) The same facilities for repatriation and the same rights to protection by the competent authorities, for themselves, their families and other members of their household, as members of diplomatic missions enjoy in periods of international crises.
- (e) Senior officials of the Centre designated as such by this Executive Secretary in consultation with the Government shall enjoy privileges and immunities similar to those enjoyed by diplomatic personnel

The exemptions referred to in sub-sections (a) and (c) of this section shall extend also to the members of the immediate family of the official or expert concerned.

16. Officials of the Centre, who perform services within the country and who are not of Barbadian nationality, may at the time of first taking up their post in Barbados bring into the territory of Barbados free of customs duties taxes or any other charges now in force or which may be created in the future, in one or several shipments, their furniture and effects including one vehicle for personal use provided that such shipment or shipments shall have been brought into Barbados within six months after arrival of the official or within such later period as the Comptroller of Customs may specify. The benefit of free importation by virtue of this Agreement shall in turn give rise, at the appropriate time, to the benefit of consequent free exportation.
17. Experts contracted for special purposes to perform services in Barbados who are not of Barbadian nationality may also at the time of first taking up their post in Barbados bring into the territory of Barbados their furniture and effects under the terms granted to officials of the Centre, and when the contractual period is for one year or more, they may also import a vehicle for personal use. At the appropriate time these experts shall also have the benefits of free exportation.
18. Officials of the Centre shall be provided with identity cards by the Government certifying that they are officials of the Centre enjoying the privileges and immunities under this Agreement.
19.
  - (a) the privileges and immunities accorded by this Agreement are granted in the interest of the Centre and not for personal benefit of the individual themselves. The Executive Secretary may waive the immunity of any official in any case where, in his opinion, such immunity impedes the course of justice and can be waived without prejudice to the interests of the Centre.
  - (b) The Centre and its officials shall cooperate at all times with the competent authorities to facilitate the proper administration of justice, ensure the

observance of policy regulations and prevent the occurrence of any abuses in the exercise of the privileges and immunities specified in this Agreement

#### **ARTICLE VII**

##### **PERSONS OTHER THAN OFFICIALS OF THE ASSOCIATION**

20. Persons who, without being officials of the Centre, are members of missions for the Centre or are invited by the Centre to its Headquarters for official purposes shall enjoy the privileges and immunities specified in Article VI, section 15.

#### **ARTICLE VIII**

##### **LAISSEZ-PASSER**

21. The Government shall recognize and accept as a valid travel document equivalent to a passport the the Laissez-passer of the Centre issued to Officials of the Centre.

#### **ARTICLE IX**

##### **ADMINISTRATIVE AND FINANCIAL OBLIGATIONS OF THE CENTRE AND OF THE GOVERNMENT TO BE NEGOTIATED**

22. Arrangements between the Centre and the Government relating to the provision by the Government of premises for the Secretariat of the Centre and the services connected therewith shall be agreed by an exchange of letters between the Executive Secretary on behalf of the Centre, and the Government.

#### **ARTICLE X**

##### **GENERAL PROVISIONS**

- 23.
- (a) The Executive Secretary shall take every precaution to prevent any abuse in the exercises of the privileges or immunities conferred by virtue of this Agreement and for this purpose shall establish such rules and regulations as may seem necessary and expedient for officials and members of the staff of the Centre
  - (b) If the Government consider that an abuse has occurred in the exercise of any privilege or immunity conferred by virtue of this Agreement, the Executive Secretary shall, at the request of the Government, consult with the competent authorities of Barbados to determine whether such an abuse has been committed. If such consultations fail to achieve results satisfactory to the

Executive Secretary and the Government, this shall be settled in accordance with the procedure laid down in Article XI

## **ARTICLE XI**

### **SUPPLEMENTARY AGREEMENTS AND SETTLEMENT OF DISPUTES**

24.

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

## **ARTICLE XII**

### **Final Provisions**

25.

- (a) The present Agreement shall enter into force immediately upon signature;
- (b) Consultations with respect to amendment of this Agreement may be entered into at the request of either Party;
- (c) This Agreement shall be interpreted in the light of its primary purpose, which is to enable the Centre to discharge its responsibilities fully and efficiently and to attain its objectives;
- (d) Wherever this Agreement lays obligation on the Competent authorities of Barbados the ultimate responsibility for the fulfillment of such obligations shall rest with the Government;
- (e) Nothing in this Agreement shall be construed to preclude the adoption of appropriate measures for the security of the State of Barbados as may be determined by the Government in consultation with the Centre;
- (f) This Agreement and any supplementary Agreement entered into between the Government and the Centre within the scope of its provisions shall cease to have effect six (6) months after either of the two Contracting Parties shall have given notice in writing to the other of its decision to terminate the Agreement, except as

regards the provisions applicable to the normal cessation of the activities of the Centre in Barbados and the disposal of its property in Barbados.

IN WITNESS WHEREOF, the duly authorized respective representatives of the Government and Caribbean Centre for Development Administration have signed this Agreement in duplicate.

Done at Bridgetown, Barbados this                      day                      of                      , 1979.  
in the English Language

FOR THE GOVERNMENT OF BARBADOS

FOR THE CENTRE