AGREEMENT BETWEEN

THE GOVERNMENT OF GUYANA

AND THE CARIBBEAN COMMUNITY

RELATING TO THE PRIVILEGES AND IMMUNITIES

TO BE GRANTED IN CONNECTION

WITH THE SECRETARIAT
AGREEMENT BETWEEN THE GOVERNMENT OF GUYANA AND THE CARIBBEAN COMMUNITY RELATING TO THE PRIVILEGES AND IMMUNITIES TO BE GRANTED IN CONNECTION WITH THE SECRETARIAT

THE GOVERNMENT OF GUYANA AND THE CARIBBEAN COMMUNITY:

HAVING REGARD to paragraph 1 of Article 15 of the Treaty of Chaguaramas which provides that the Commonwealth Caribbean Regional Secretariat shall be recognised as the Community Secretariat and that the Headquarters of the Secretariat shall be located in Georgetown, Guyana;

DESIRING to conclude an Agreement in accordance with paragraph 2 of Article 21 of the Treaty aforementioned which provides that the Community shall conclude with the Government of the Member State in which the Headquarters of the Secretariat is situated an Agreement relating to the privileges and immunities to be recognised and granted in connection with the Secretariat;

HAVE AGREED as follows:

ARTICLE 1

DEFINITIONS

In this Agreement:

(a) "archives of the Community" means the records, correspondence, documents, manuscripts, photographs, slides, films and sound recordings belonging to or held by the Community;

(b) "The Community" means the Caribbean Community established by the Treaty;

(c) "competent ...."
(c) "competent authorities" means national, regional or local authorities of Guyana as may be appropriate in the context and in accordance with the Laws of Guyana;

(d) "The Government" means the Government of Guyana;

(e) "Headquarters premises of the Community" means the premises referred to in paragraph 1 of Article 2 of this Agreement;

(f) "official of the Community" means the Secretary-General and any member of the staff of the Secretariat;

(g) "property" means all forms of property, including funds and assets belonging to or held or administered by the Community, and in general all income accruing to the Community;

(h) "Secretariat" means the Community Secretariat referred to in paragraphs 1 and 2 of Article 15 of the Treaty;


ARTICLE 2

HEADQUARTERS PREMISES

1. The Headquarters premises of the Community shall be the premises occupied by the Secretariat.

2. The Secretariat shall have the power to make regulations operative within the Headquarters premises for the purpose of establishing therein conditions necessary for the full execution of its functions.

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

/(b) Officials ....
(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 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) Without prejudice to the provisions of Article 8, the Community 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.

4. The Community may expel or exclude persons from the Headquarters premises for violation of its regulations made under paragraph 2 of this Article or for any other cause.

ARTICLE 3

COMMUNICATIONS

1. The Community shall enjoy, in respect of its official communications, treatment not less favourable than that accorded by the Government to any other Government, International Organisation or Foreign Diplomatic Mission in Guyana.

2. The Community shall be immune from censorship of its official correspondence or other communications. Such immunity from censorship shall extend to printed matter, photographs, slides, films and sound recordings, this list being subject to amplification. The Community shall have the right to use codes and to despatch 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 be construed as precluding the adoption, after consultation with the Secretary-General, of appropriate security measures in the interest of the State of Guyana.

/ARTICLE 4
ARTICLE 4
PROPERTY AND TAXATION

1. The Community and its property, wherever located and by whomever 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 Community to any measure of execution.

2. The property of the Community 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 archives of the Community shall be inviolable.

4. The property of the Community shall be exempt from:

(a) any form of direct or indirect taxation; it is understood, however, that the Community will not claim exemption from taxes which are, in fact, no more than charges for public utility services;

(b) customs duties, and from prohibition and restrictions on imports in respect of articles imported or exported by the Community for its official use; it is understood, however, that articles imported under such exemption shall not be sold within Guyana except under conditions agreed to between the Government and the Community;

(c) customs duties and other levies and prohibitions and restrictions in respect of the import, sale and export of its publications.

ARTICLE 5
FINANCIAL AND EXCHANGE FACILITIES

1. The Community shall not be subject to any financial controls, regulations or moratoria and shall be entitled:

/(a) to purchase .......
(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 Guyana or within Guyana itself and to convert any currency held by it into any other currency;

2. The Community 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 Community.

ARTICLE 6
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 services, 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 Community 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 .....
4. If so requested by the Secretary-General, the competent authorities shall provide a sufficient number of police for the preservation of law and order in the Headquarters premises. The Community shall, if requested, enter into arrangements with the competent authorities to reimburse them for the reasonable costs of such services.

**ARTICLE 7**

**TRANSIT**

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 Community;

   (b) Officials of the Community and the members of their families forming part of their household;

   (c) Persons, other than officials of the Community performing missions for the Community, 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 transportation.

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

ARTICLE 8

PRIVILEGES AND IMMUNITIES

1. Officials of the Community shall enjoy in Guyana the following privileges and immunities:

(a) Immunity from personal arrest and detention;

(b) Immunity from seizure 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 Community;

(d) Exemption from any form of direct taxation on salaries, remuneration and allowances paid by the Community;

(e) Exemption for officials, other than citizens of Guyana, from any form of direct taxation on income derived from sources outside Guyana;

(f) Exemption in respect of themselves and members of their families forming part of their household from registration as aliens and immigration restrictions;

(g) Immunity from national service obligations for themselves and their children and dependents forming part of their households other than the children of the citizens of Guyana;

(h) Freedom for officials of the Community, other than citizens of Guyana, to maintain, within Guyana or elsewhere, foreign securities, external accounts and movable and immovable property, and on termination of their appointment with the Community ....
Community the right to take out of Guyana, without restriction, funds accruing to them in connection with their employment with the Community, after taking into account a reasonable amount for living expenses, together with any amount brought into or transferred to Guyana by them through authorised dealers;

(i) The same repatriation facilities and the same right to protection by the Guyana authorities in respect of themselves, their families and dependents as are accorded to members of Diplomatic Missions, in times of international crises;

(j) Senior officials of the Community designated as such by the Secretary-General in consultation with the Government shall enjoy privileges and immunities similar to those enjoyed by diplomatic personnel, and in particular, exemption from the payment of customs duties on imports in respect of articles imported for their official and private use.

2. Officials of the Community 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 Community 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 Community. In the case of the Secretary-General the Conference shall have the power to waive his immunity.

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

4. Nothing in sub-paragraph (a) of paragraph (1) of this Article shall extend to an official of the Community who is a citizen of Guyana, unless he is acting in his official capacity.
ARTICLE 9

PERSONS OTHER THAN OFFICIALS OF THE COMMUNITY

Persons not being officials of the Community, who are members of missions for the Community or who are invited by the Community to its Headquarters for official purposes, shall enjoy the privileges and immunities specified in paragraph 1 of Article 8.

ARTICLE 10

LAISSEZ-PASSER

The Government shall recognize and accept as a valid and sufficient document for the travel of officials of the Community the laissez-passer issued by the Secretary-General.

ARTICLE 11

PROVISION OF HEADQUARTERS PREMISES

1. The Government hereby undertakes to provide a permanent Headquarters premises which shall include a suitable and adequate building for the Secretariat.

2. Arrangements between the Community and the Government relating to the provision by the Government of those Headquarters premises for the Secretariat of the Community and the services connected therewith shall be agreed by an exchange of letters between the Secretary-General acting on behalf of the Community and the Government.

ARTICLE 12

GENERAL PROVISIONS

(a) The Secretary-General shall take every precaution to prevent any abuse in the enjoyment of the privileges or immunities conferred by this Agreement and for this purpose shall establish such rules and regulations as he considers necessary and desirable for officials of the Community.

/(b) If the .....
(b) If the Government consider that an abuse has occurred in the enjoyment of any privilege or immunity conferred by this Agreement, the Secretary-General shall, at the request of the Government, consult with the competent authorities to determine whether such an abuse has occurred. If such consultations fail to achieve results satisfactory to the Secretary-General and the Government, the issue shall be settled in accordance with the procedure laid down in Article 13.

ARTICLE 13

SETTLEMENT OF DISPUTES

Any difference between the Government and the Community arising out of the interpretation or application of this Agreement or any Agreements supplementary thereto or any question connected with the Headquarters premises which is not settled by negotiation or other agreed mode of settlement, shall be referred for final decision to a tribunal of three arbitrators at the instance of either party: one to be appointed by the Government, one to be appointed by the Secretary-General and the third, who shall be Chairman of the tribunal, to be chosen by the first two arbitrators. If either of the parties fails to appoint an arbitrator within six weeks of the decision to resort to arbitration, an arbitrator or arbitrators, as the case may be shall be appointed for such purposes by the Chancellor of the University of the West Indies. If the first two arbitrators within three weeks of their appointment fail to agree upon the third, the Government or the Community shall request the Chancellor of the University of the West Indies to choose the third arbitrator and the arbitral tribunal so established shall make a determination within 3 months from the date of its constitution. A majority vote of the arbitrators shall be sufficient to reach a decision which shall be final and binding. The Chairman shall be empowered to settle all questions of procedure in any case where there is disagreement with respect thereto.
ARTICLE 14

OPERATION OF THIS 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 or any questions connected with the Headquarters premises. If the Secretary-General so requests, the competent authority shall appoint a special representative for the purpose of liaison with the Secretary-General.

ARTICLE 15

FINAL PROVISIONS

1. This Agreement and any Agreement supplementary thereto shall enter into force immediately upon signature.

2. Consultations with respect to amendment of this Agreement may be initiated by either party.

3. This Agreement shall be interpreted in the light of its primary purpose, which is to enable the Secretariat to discharge its responsibilities fully and efficiently so as to enable the Community to attain its objectives.

4. Wherever this Agreement imposes an obligation on the competent authorities, the ultimate responsibility for the fulfilment of such obligations shall rest with the Government.

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

6. This Agreement and any Agreement supplementary thereto 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 ......
IN WITNESS WHEREOF, the undersigned duly authorised representatives of the Government and the COMMUNITY, respectively, have signed this Agreement in duplicate.

Done at Georgetown, Guyana this 23rd day of January 1975 in the English Language.

FOR THE GOVERNMENT OF GUYANA FOR THE COMMUNITY

[Signatures]