AGREEMENT

BETWEEN THE GOVERNMENT OF
THE REPUBLIC OF SURINAME

AND

CARIFORUM

IN RESPECT OF
THE CARIBBEAN REGIONAL
INFORMATION AND
TRANSLATION INSTITUTE
AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SURINAME
AND CARIFORUM IN RESPECT OF THE CARIBBEAN REGIONAL INFORMATION
AND TRANSLATION INSTITUTE

PREAMBLE

RECALLING the decision taken by the CARIFORUM Ministerial Meeting held from the 21st day of October 2002 to the 24th day of October 2002 establishing the Caribbean Regional Information and Translation Institute (hereinafter referred to as "CRITI") in Paramaribo, Suriname, in order to deepen the cooperation and the integration process in the Caribbean Region;

RECALLING also the firm commitment of the CARIFORUM Ministerial Meeting held from the 12th day of July 2005 to the 16th day of July 2005 to locate CRITI in Paramaribo, Suriname;

RECOGNIZING that it is important to simplify information for and within the multi-lingual Caribbean Region to have a better understanding and appreciation of the different societies;

ALSO RECOGNIZING that translation and information sharing is key to further enhance, develop and strengthen the Caribbean Region;

AND WHEREAS to ensure the proper functioning of CRITI it is necessary to grant privileges and immunities to the officers of the CRITI to facilitate the achievement of the objectives of CRITI;

The Parties hereto have agreed as follows:

ARTICLE I
USE OF TERMS

In this Agreement, unless the context otherwise requires:

"archives" includes the correspondence, documents, films, manuscripts, photographs, records, slides, sound recordings and electronic storage devices belonging to or held by CRITI;

"CARIFORUM" means the Caribbean Forum of African, Caribbean and Pacific States;

"CRITI" means the Caribbean Regional Information and Translation Institute;

"Director" means the Director of CRITI;

"Government" means the Government of the Republic of Suriname;

"offices" means the office provided by the Government in accordance with Article III paragraph 1 and occupied by the CRITI for its official use;
"officers" mean members of staff designated by the Director of CRITI;

"property" means all forms of property including funds and assets belonging to or held or administered by the CRITI and all income accruing to CRITI;

"Seat of CRITI" means the premises provided by the Government in accordance with Article III paragraph 1 and occupied by the CRITI for its official use.

ARTICLE II
STATUS OF CRITI

1. CRITI shall possess full juridical personality and, in particular, full capacity to:

   (a) acquire and dispose of immovable and movable property;

   (b) contract; and

   (c) institute legal proceedings.

2. In all legal proceedings CRITI shall be represented by the Director.

ARTICLE III
THE SEAT AND OFFICES OF CRITI

1. The Seat and offices of CRITI shall be in the premises allocated by the Government for that purpose.

2. The Seat and offices of CRITI shall be inviolable and shall be under the authority of the Director in accordance with this Agreement.

3. The Director shall have the power to make regulations operative within the Seat and the offices of CRITI for the purpose of establishing therein conditions necessary for the full execution of the functions of CRITI.

4. Officials of the Government shall not enter the Seat or office of CRITI to perform any official duties therein except with the consent of and under conditions agreed by the Director. However, in the case of fire or other emergency requiring prompt protective action, or in the event that officials of the Government have reasonable cause to believe that such an emergency has occurred, the consent of the Director to gain entry to the Seat or offices of CRITI by the officials of the Government shall be deemed to have been given.

5. The Director shall not permit the Seat or the offices of CRITI to become a refuge either for fugitives from justice or
for persons who are endeavouring to avoid service of legal process or judicial proceedings under the laws of the Republic of Suriname or against whom an order of extradition or deportation has been made by the competent authorities.

6. The Director may refuse entry or reject persons from the Seat or the offices of CRITI for violation of its regulations or for any other reasonable cause.

ARTICLE IV
PROPERTY, FUNDS AND ASSETS OF CRITI

1. CRITI, its property and assets, wherever located and by whomever held, shall enjoy immunity from every form of legal process except or in so far as in any particular case the Director has expressly waived its immunity. Any waiver of immunity shall not extend to any measure of execution.

2. Save as otherwise provided in paragraph 1 of this Article, the property of CRITI, wherever located or by whomever held, shall be immune from search, requisition, confiscation, expropriation and any other form of interference, whether by executive, administrative or judicial action.

3. This Article shall not be construed as preventing the Government from taking appropriate action in connection with the investigation of accidents involving motor vehicles belonging to or operated on behalf of the CRITI.

ARTICLE V
ARCHIVES OF CRITI

The archives of CRITI shall be inviolable wherever located.

ARTICLE VI
EXEMPTION FROM FOREIGN EXCHANGE CONTROLS

1. Without being restricted by financial controls, regulations or moratoria of any kind, CRITI shall be entitled to do the following for its official use only:

(a) convert any currency held by it into any other currency;
(b) freely transfer its funds and securities;
(c) operate foreign currency accounts and external accounts; and
(d) purchase from authorized dealers and hold and make use of funds and securities.

2. CRITI, in exercising its rights under paragraph 1, shall pay due regard to any representations made by the Government and shall give effect to those representations to the extent that the representations may be taken into account without detriment to its interests.
ARTICLE VII
EXEMPTION FROM TAXES, CUSTOMS DUTIES AND IMPORT OR EXPORT DUTIES

1. CRITI shall be exempt from:

(a) any form of direct or indirect taxation but shall not claim exemption from taxes which are, in fact, no more than charges for public utility services;

(b) customs duties, prohibitions and restrictions on imports in respect of articles imported or exported for its official use, subject to the condition that articles imported under such exemption shall not be sold within the Republic of Suriname except under conditions agreed to between the Director and the Government;

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

2. For the purpose of this Article, indirect taxation means airport departure tax, consumption tax, customs and excise duties, hotel tax, restaurant tax, stamp duties, travel tax, travel ticket tax, value added tax, withholding tax on interest, finance charges and imposts with equivalent effect.

ARTICLE VIII
FACILITIES IN RESPECT OF COMMUNICATIONS

1. CRITI shall enjoy in the Republic of Suriname, freedom of communication for its official communications.

2. The official correspondence and all other forms of official communications shall be inviolable.

3. CRITI shall have the right to use codes and to dispatch and receive correspondence by courier in sealed bags, which shall not be searched or detained unless the competent authorities have reasonable grounds to believe that the sealed bags do not only contain articles, correspondence or documents for the exclusive official use of CRITI, in which case the bag shall be opened only in the presence of an officer of CRITI.

4. This Article shall not preclude the adoption of appropriate security measures in the interest of the Government and the Republic of Suriname.

ARTICLE IX
DIRECTOR AND OFFICERS OF CRITI

1. The Director and officers of CRITI shall when engaged in the business of CRITI in the Republic of Suriname enjoy:

(a) exemption from any form of direct taxation on
allowances, remuneration and salaries paid by CRITI and from customs duties on imports in respect of articles imported for personal use, subject to the condition that articles imported under such exemption shall not be sold within the Republic of Suriname except under conditions determined by the Government;

(b) exemption from immigration restrictions and national service obligations where the latter is applicable;

(c) immunity from inspection and seizure of personal and official baggage, except in cases of in flagrante delicto. In such cases, the competent authorities shall immediately inform the Director or other appropriate officer of CRITI. Inspection of official baggage shall take place in the presence of a duly authorized representative of the Director;

(d) immunity from legal process in respect of words spoken or written and all acts done by them in their official capacity and the immunity shall continue notwithstanding that the persons concerned have ceased to exercise their functions with CRITI;

(e) immunity from arrest or detention in relation to acts performed by them in their official capacity;

(f) inviolability of all papers, documents and materials related to the work of CRITI;

(g) for the purpose of all communications with CRITI the right to use codes to despatch or receive papers, correspondence or other official materials by courier or in sealed bags;

(h) the same privileges and facilities in respect of currency and exchange restrictions as are accorded to representatives of foreign governments of comparable rank; and

(i) the same protection and repatriation facilities in times of national crisis as are accorded to representatives of foreign governments of comparable rank.

2. Paragraphs (a), (b), (h) and (i) do not apply to any officer who is permanently resident in, or a citizen of the Republic of Suriname.

ARTICLE X

BUDGET OF CRITI

The Budget of CRITI shall be submitted in the first half of each year to the CARIFORUM Ministerial Meeting by the Director for its approval.
ARTICLE XI
CO-OPERATION WITH COMPETENT AUTHORITIES

1. Privileges and immunities are recognised and granted by this Agreement in the interest of CRITI and not for the personal benefit of persons entitled thereto. The CARIFORUM Ministerial Meeting, in the case of the Director, and the Director, in the case of other persons entitled thereto, shall have the right to waive the privileges and immunities whenever in their opinion the enjoyment of the privileges and immunities would impede the course of justice and could be waived without prejudice to the interests of CRITI.

2. The Director and the officers shall co-operate at all times with the competent authorities to facilitate the proper administration of justice, secure the observance of the laws and regulations of the Government and avoid the occurrence of any abuse in connection with the privileges, immunities and facilities mentioned in this Agreement.

3. Without prejudice to the privileges and immunities accorded by this Agreement, it is the duty of all persons enjoying those privileges and immunities to respect the laws and regulations of the Republic of Suriname.

4. Where the Government has reasonable grounds to believe that an abuse has occurred in the enjoyment of any privilege or immunity conferred by this Agreement, at the request of the Government, the Director shall consult with the competent authorities to determine whether the abuse has occurred. Where the consultations prove inconclusive the issues shall be settled in accordance with the procedure laid down in Article XII.

ARTICLE XII
ARBITRATION

1. Any difference between the Government and CRITI arising out of the interpretation or application of this Agreement, which is not settled by negotiation or other agreed mode of settlement shall be referred for final decision to an arbitral tribunal of three arbitrators at the instance of either party.

2. Each Party shall be entitled to appoint one arbitrator within fifteen days following the request of either Party and the two arbitrators shall within fifteen days following the date of their appointments appoint a third arbitrator who shall be the Chairman of the arbitral tribunal.

3. Where any party fails to appoint an arbitrator under paragraph 2 the other party may request the Secretary General of CARIFORUM to appoint an arbitrator within ten days.

4. Where the two arbitrators appointed under paragraph 2 or under paragraphs 2 and 3 fail to appoint a third arbitrator either Party may request the Secretary General of CARIFORUM to appoint an arbitrator within ten days.

5. The arbitral tribunal shall establish its own rules of procedure.
ARTICLE XIII  
ENTRY INTO FORCE  

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

ARTICLE XIV  
AMENDMENT  

1. Consultations in respect of any amendment to this Agreement may be initiated either by the Government or the Secretary General of CARIFORUM.

2. An amendment to this Agreement shall enter into force on its acceptance by both Parties to this Agreement.

ARTICLE XV  
TERMINATION  

This Agreement shall cease to have effect six months after either Party gives notice in writing to the other of its decision to terminate this Agreement.

IN WITNESS WHEREOF the representatives of the Government of the Republic of Suriname and the CARIFORUM being duly authorized in that behalf execute this Agreement.

Done at: Paramaribo, Republic of Suriname  
on the seventeenth day of January 2008  

For CARIFORUM  

[Signature]

For the Government of the Republic of Suriname  

[Signature]