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A TRUE AND CORRECT COPY

Sandra Bart
GENERAL COUNSEL
CARICOM COMMUNITY SECRETARIAT

**AGREEMENT BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF SURINAME
AND THE CARIBBEAN COMMUNITY
ESTABLISHING THE HEADQUARTERS OF
THE CARIBBEAN AGRICULTURAL HEALTH AND FOOD
SAFETY AGENCY**

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THE GOVERNMENT OF THE REPUBLIC OF SURINAME
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ESTABLISHING THE HEADQUARTERS OF
THE CARIBBEAN AGRICULTURAL HEALTH AND FOOD SAFETY AGENCY**

PREAMBLE

Whereas Article 57 of the Revised Treaty of Chaguaramas Establishing the Caribbean Community including the CARICOM Single Market and Economy, (hereinafter referred to as the "Treaty") requires the establishment of an effective regime of sanitary and phytosanitary measures;

And Whereas the Conference of Heads of Government of the Caribbean Community at its Thirtieth Regular Meeting held from July 2 to 5, 2009 in Georgetown, Guyana, agreed that the Headquarters of the Agency shall be in Paramaribo, Suriname;

And Whereas on March 12, 2010 in Roseau, Dominica, the Caribbean Community established a Caribbean Agricultural Health and Food Safety Agency by the Agreement Establishing The Caribbean Agricultural Health and Food Safety Agency (hereinafter referred to as "the CAHFSA Agreement") as an Institution of the Community pursuant to Article 21 of the Treaty;

And Whereas the Conference at its Twenty-First Intersessional Meeting held March 11 to 12, 2010 in Roseau, Dominica, mandated the Secretary-General of the Community, in lieu of the Chief Executive Officer of the Caribbean Health and Food Safety Agency, to conclude a Headquarters Agreement with the Government of the Republic of Suriname for the provision of premises for the Headquarters of the Caribbean Health and Food Safety Agency (hereinafter referred to as "the Headquarters Agreement") in accordance with Article XIX of the CAHFSA Agreement;

THE PARTIES HERETO have agreed as follows-

**ARTICLE I
USE OF TERMS**

In this Headquarters 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 CAHFSA;

"CAHFSA" means the Caribbean Health and Food Safety Agency established by Article VI of the CAHFSA Agreement

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

"Headquarters premises" means the premises occupied by CAHFSA for its official use pursuant to this Headquarters Agreement;

"officers" mean the Chief Executive Officer of CAHFSA and the members of staff designated by the Chief Executive Officer;

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

"Headquarters of CAHFSA" means the premises provided by the Government in accordance with Article III, paragraph 1 herein and occupied by CAHFSA for its official use.

ARTICLE II STATUS OF CAHFSA

1. CAHFSA 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, CAHFSA shall be represented by the Chief Executive Officer.
3. CAHFSA shall have the independence and freedom of action belonging to an international organisation.
4. Without prejudice to the provision of paragraph 2, the Secretary General of the Caribbean Community is hereby authorized to conclude the Headquarters Agreement on behalf of CAHFSA.

ARTICLE III HEADQUARTERS OF CAHFSA

1. The Government hereby undertakes to provide Headquarters premises that are suitable and adequate for the proper conduct of the business of CAHFSA.
2. Where the premises provided to CAHFSA are owned by the Government, the Government shall be responsible for-
 - (a) insuring the premises against damage or destruction by fire, flood, hurricane or other natural phenomenon; and
 - (b) the structural repairs and maintenance of the premises including the electrical, plumbing and sewerage systems.
3. Where the premises allocated to CAHFSA are not owned by the Government, the Government shall be responsible for-
 - (a) the payment of rent;
 - (b) the initial adaptation of the premises as agreed between the parties, where such adaptation is necessary; and
 - (c) ensuring that adequate insurance is in place to cover destruction by fire, flood, hurricane or other natural phenomenon.
4. CAHFSA shall be responsible for-
 - (a) maintaining the premises in good condition;

(b) the payment of all utilities; and

(c) minor repairs.

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

6. Without prejudice to paragraph 5, upon the appointment of the Chief Executive Officer of CAHFSA, all future arrangements to be agreed shall be undertaken between the Chief Executive Officer and the Government and shall form a part of this Headquarters Agreement.

7. CAHFSA shall have the power to make regulations operative within the Headquarters premises for the purpose of establishing therein conditions necessary for the full and independent execution of its functions.

8. CAHFSA shall, from time to time, inform the Government, as may be appropriate, of regulations made by it in accordance with paragraph 7 of this Article.

9. This Article shall not prevent-

(a) the reasonable application of safety or sanitary regulations required by law; and

(b) the entry upon the premises of the appropriate authority during an emergency for the purpose of taking pre-emptive or remedial action.

10. CAHFSA may expel or exclude persons from the Headquarters premises for violation of its regulations issued under paragraph 7 of this Article or for any other reasonable cause.

11. The Government recognises the right of CAHFSA to convene meetings within the Headquarters premises or with the concurrence of the competent authorities, elsewhere in Suriname.

12. Where meetings are convened by CAHFSA under paragraph 11, the Government shall take all proper steps to ensure that no impediment is placed in the way of full freedom of discussion and decision.

ARTICLE IV

INVIOLABILITY OF THE ARCHIVES AND HEADQUARTERS PREMISES

1. The archives of CAHFSA and, in general, all documents held by it shall be inviolable wherever located.

2. The Headquarters premises shall be inviolable and shall be under the authority of the Chief Executive Officer in accordance with this Headquarters Agreement.

3. The Chief Executive Officer shall have the power to implement the regulations approved by the Board of Directors of CAHFSA, operative within the Headquarters premises for the purpose of establishing therein conditions necessary for the full execution of the functions of CAHFSA.

4. Officials of the Government shall not enter the Headquarters premises to perform any official duties therein except with the consent of and under conditions agreed by the Chief Executive Officer. 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 Chief Executive Officer to gain entry to the Headquarters premises by the officials of the Government shall be deemed to have been given.

5. The Chief Executive Officer shall not permit the Headquarters premises to become 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 Chief Executive Officer may refuse entry or reject persons from the Headquarters premises for violation of its regulations or for any other reasonable cause.

ARTICLE V

PUBLIC SERVICES IN THE HEADQUARTERS PREMISES

1. The Government shall upon the request of the Chief Executive Officer ensure that CAHFSA is supplied with the necessary services, including, without limitation by reason of enumeration, fire prevention devices, electricity, water, sewerage disposal, refuse collection, telephone, telex, facsimile, and that such services shall be supplied on terms not less favourable than those supplied to any other international organisation in Suriname.

2. Where there is any interruption or threatened interruption of any of the services referred to in paragraph 1, the competent authorities shall in this regard, accord to CAHFSA such treatment as is accorded to any other international organisation to minimise disruption in the work of CAHFSA.

3. Where gas, electricity or water are supplied by competent authorities or bodies under their control, CAHFSA shall be supplied at tariffs which shall not exceed the lowest rates accorded to any other international organisation in the Republic of Suriname.

ARTICLE VI

PROPERTY- FUNDS and ASSETS of CAHFSA

1. CAHFSA, its property and assets, wherever located and by whomsoever held, shall enjoy immunity from every form of legal process except or in so far as in any particular case, the Chief Executive Officer 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 CAHFSA, wherever located or by whomsoever 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 CAHFSA.

ARTICLE VII
EXEMPTION FROM FOREIGN EXCHANGE CONTROLS

1. Without being restricted by financial controls, regulations or moratoria of any kind, CAHFSA shall be entitled to do the following for its official use only-
 - (a) convert any currency held by it into 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. CAHFSA, in executing 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 VIII
EXEMPTION FROM TAXES - CUSTOM DUTIES
AND IMPORT OR EXPORT DUTIES

1. CAHFSA 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 Chief Executive Officer 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 IX
FACILITIES IN RESPECT OF COMMUNICATIONS

1. CAHFSA 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. CAHFSA 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 CAHFSA, in which case the bag shall be opened only in the presence of an officer of CAHFSA.

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

ARTICLE X THE BOARD AND THE TECHNICAL COMMITTEES OF CAHFSA

1. Members of the Board or the Technical Committees of CAHFSA when engaged on the business of CAHFSA in the Republic of Suriname shall enjoy-

- (a) immunity from legal process in respect of words spoken or written and all acts done by them in their official capacity; such immunity shall continue notwithstanding that the persons concerned have ceased to exercise their functions with CAHFSA;
- (b) immunity from personal arrest or detention in relation to acts performed by them in their official capacity;
- (c) inviolability of all papers, documents and materials related to the work of CAHFSA;
- (d) exemption from immigration restrictions and national service obligations;
- (e) the same protection and repatriation facilities in times of international crisis as are accorded representatives of foreign Governments on temporary official missions;
- (f) the right, for purposes of all communications with CAHFSA, to use codes to dispatch or receive papers, correspondence or other official material by courier or in sealed bags;
- (g) the same privileges and facilities in respect of currency and exchange restrictions as are accorded to representatives of foreign Governments on temporary official missions;
- (h) immunity from inspection and seizure of personal and official baggage, except in cases of *flagrante delicto*. In such cases, the competent authorities shall immediately inform the Chief Executive Officer. Inspection of personal baggage shall be conducted in the presence of the member concerned or his authorised representative and, in the case of official baggage, in the presence of a duly authorised representative of the Executive Secretary.

ARTICLE XI OFFICIALS OF CAHFSA

1. The officials of CAHFSA of the classes specified to be attached hereto as the Annex to this Headquarters Agreement, shall when engaged in business of CAHFSA in the Republic of Suriname enjoy-

- (a) exemption from any form of direct taxation on allowances, remuneration and salaries paid by CAHFSA 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 Chief Executive Officer or other appropriate officer of CAHFSA. Inspection of official baggage, shall take place in the presence of a duly authorized representative of the Chief Executive Officer;
- (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 CAHFSA;
- (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 CAHFSA;
- (g) for the purpose of all communications with CAHFSA 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.

3. The Chief Executive Officer, and in the absence or incapacity of the Chief Executive Officer, the staff member designated to act in his/her place shall enjoy the privileges and immunities normally accorded to heads of diplomatic missions in accordance with international law.

4. As soon as possible after the entry into force of this Headquarters Agreement, the Chief Executive Officer, shall communicate to the Government the list of names of the officials of CAHFSA holding the offices as mentioned in paragraph 1 and such list shall form the Annex to this Agreement.

ARTICLE XII

CO-OPERATION WITH COMPETENT AUTHORITIES

1. Privileges and immunities are recognized and granted by this Headquarters Agreement in the interest of CAHFSA and not for the personal benefit of persons entitled thereto. The CAHFSA Board of Directors, in the case of the Chief Executive Officer, and the Chief Executive Officer, in the case of other officers 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 CAHFSA.

2. The Chief Executive Officer and other 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 Headquarters Agreement, at the request of the Government, the Chief Executive Officer 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 XIII.

ARTICLE XIII ARBITRATION

1. Any difference between the Government and CAHFSA arising out of the interpretation or application of this Headquarters 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 President of the Caribbean Court of Justice to appoint an arbitrator within ten days.

4. Where the two arbitrators appointed under paragraph 2 or 3 fail to appoint a third arbitrator either Party may request the President of the Caribbean Court of Justice to appoint an arbitrator within ten days.

5. The arbitral tribunal shall establish its own Rules of Procedure.

ARTICLE XIV ENTRY INTO FORCE

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

ARTICLE XV AMENDMENT

1. Consultations in respect of any amendment to this Headquarters Agreement may be initiated either by the Government or the Caribbean Community.

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

ARTICLE XVI TERMINATION

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


IN WITNESS WHEREOF the representatives of the Government of the Republic of Suriname and the Caribbean Community on behalf of CAHFSA, being duly authorized in that behalf execute this Headquarters Agreement, in duplicate originals, both copies equally authentic.

Done at Paramaribo, Suriname on the *18th* day of March, 2010.

FOR THE GOVERNMENT OF THE REPUBLIC OF SURINAME


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**FOR THE CARIBBEAN COMMUNITY
on behalf of CAHFSA**


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**ANNEX
OFFICIALS OF CAHFSA**