

**PROTOCOL GOVERNING CARICOM CONTROL, ANALYSIS AND
APPROVAL PROCEDURES FOR TRADE IN ANIMALS AND ANIMAL
PRODUCTS**

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PROTOCOL GOVERNING CARICOM CONTROL, ANALYSIS AND APPROVAL PROCEDURES FOR TRADE IN ANIMALS AND ANIMAL PRODUCTS
PREAMBLE

RECOGNISING that the Revised Treaty of Chaguaramas establishing the Caribbean Community including the CARICOM Single Market and Economy (hereinafter “the Treaty”) provides for the free movement of goods;

CONSCIOUS that Article 57 (1) (k) of the Treaty provides for the establishment by the Community of an effective regime of sanitary and phytosanitary measures to achieve the goal of the Community Agricultural Policy created under Article 56 of the Treaty;

RECALLING that Article 226 of the Treaty allows Member countries to take measures to protect human, animal or plant life or health;

RECALLING ALSO that the Revised Agreement establishing the Caribbean Agricultural Health and Food Safety Agency (hereinafter the "Revised Agreement") in Article II established the Caribbean Agricultural Health and Food Safety Agency (hereinafter the "CAHFSA");

ACKNOWLEDGING that Article III of the Revised Agreement provides that one of the primary objectives of CAHFSA shall be to establish an effective regime of sanitary and phytosanitary measures pursuant to Article 57(1) (k) of the Treaty;

DESIRING also to comply with the WTO Agreement on the Application of Sanitary and Phytosanitary Measures, particularly Article 4 and Annex C of that Agreement;

AFFIRMING the importance of an integrated approach to sanitary and phytosanitary measures within the Community and the role of CAHFSA in facilitating, on

behalf of the Community, actions and activities that can be more effectively and efficiently executed through a regional mechanism;

The Participating Member Countries hereby agree as follows:

PART 1 – PRELIMINARY

ARTICLE 1 - CITATION

This Protocol may be cited as the Protocol Governing CARICOM Control, Analysis And Approval Procedures for Trade in Animals and Animal Products.

ARTICLE 2 – USE OF TERMS

For the purposes of this Protocol:-

“animal” includes bovine, canine, feline, equine, goat, monkey, rabbit, sheep, swine, birds, poultry, fish, reptile, insect, amphibian, germplasm, eggs of any kind and all other animals, vertebrates, invertebrates and germplasm of whatever kind, domestic or wild, terrestrial or aquatic, be they genetically engineered or altered or otherwise;_

“animal product” means any material of animal origin whether raw or processed [and includes animal-related products];

“animal-related product” means [];

“appropriate level of sanitary or phytosanitary protection” or **“acceptable level of risk”** means the level of protection deemed appropriate by a Contracting Party which establishes a sanitary or phytosanitary measure to protect human, animal or plant life or health within its territory;

“Associate Member Country” means any Associate Member of the Community pursuant to Article 231 of the Treaty;

“at-risk country” means a country –

- which shares a border with a country that has a pest, vector, infection or disease which is not present in the Importing Contracting Party; or
- whose territorial sea is adjacent to the territorial sea of a country that has a pest, vector, infection or disease that is not present in the Importing Contracting Party;

“CAHFSA” means the Caribbean Agricultural Health and Food Safety Agency established by Article II of the Revised Agreement establishing the Caribbean Agricultural Health and Food Safety Agency signed at St. Georges, Grenada on the 25th day of February 2011;

“CARICOM” or “Community” means the Caribbean Community established by Article 2 of the Treaty;

“CARICOM Authority” means the Caribbean Agricultural Health and Food Safety Agency ;

“CARICOM Risk Assessment Team” means the team of experts appointed pursuant to Article 7;

“Committee of CARICOM Chief Veterinary Officers” means a committee comprised of the Chief Veterinary Officers (or their representatives) of CARICOM Member States and is responsible for overseeing animal health surveillance within the Community;

“COTED” means the Council of Trade and Economic Development, an Organ of the Community so named in Article 10 of the Treaty;

“Competent Authority” in relation to -

- the Exporting Country, means the body responsible for initiating the procedures for export of animals or animal products, including the procedures for certification; and
- the Importing Contracting Party, means the body responsible for authorizing the entry of the commodity into its territory once the procedures for certifying that the animal or animal product is safe for import have been concluded;

“Contracting Party” means a Party to this Protocol;

“days”, unless otherwise indicated, means working days;

“draft final report” means the draft final risk assessment report prepared pursuant to articles 13 and 14, respectively;

“equivalence” means the status wherein measures applied in the Exporting Country, whether or not different from the measures applied in the Importing Contracting Party, objectively achieve the latter's appropriate level of protection or acceptable level of risk;

“establishment” includes production facilities, transport facilities, slaughter plants, processing plants, transformation plants, packaging plants as well as production input facilities such as feed mills;

“expert” means –

- a public official with the required expertise in sanitary and phytosanitary measures such as a person who performs duties, of a technical nature, in the implementation or assessment of sanitary and phytosanitary measures in the Office of the Chief Veterinary Officer, the Ministries responsible for Agriculture, the Ministries responsible for Health, other relevant Ministries and agencies; or
- a person whose name is included in the list of experts on the database held by CAHFSA;

“Exporting Country” means a Contracting Party, Member Country, Associate Member Country or Third Country that has submitted a request for export under Article 10 sub-article 1;

“Final Report” means a final report prepared in relation to the risk analysis of a facility conducted pursuant to article 13 or 14;

“Importing Contracting Party” means a Contracting Party which has received a request for export under Article 10 sub-article 1 and has at least an initial interest in importing the animals or animal products specified in the request;

“Member Country” means a country that is a party to the Revised Treaty of Chaguaramas establishing the Caribbean Community including the CARICOM Single Market and Economy;

“OIE” means the World Organisation for Animal Health established by the International Agreement for the Creation of the Office International des Epizooties signed in Paris on 25 January 1924, which was formerly known as the International Office of Epizootics;

“Revised Agreement” means the Revised Agreement Establishing the Caribbean Agricultural Health and Food Safety Agency done at St Georges, Grenada on the 25th day of February 2011;

“risk assessment” means the evaluation of the –

- likelihood of entry, establishment or spread of a pest or disease within the territory of an importing Contracting Party according to the level of sanitary or phytosanitary measures which might be applied, and of the associated potential biological and economic consequences; or
- potential for adverse effects on human or animal health arising from the presence of additives, contaminants, toxins or disease-causing organisms in food, beverages or feedstuffs,

by means of a series of activities including inspection visits;

“Risk Assessment Team” means the team of experts appointed pursuant to Article 7 paragraph 1 or Article 12 paragraph 3;

“sanitary or phytosanitary measures” or **“measures”** includes all relevant laws, decrees, regulations, requirements and other procedures for the –

- protection of animal or plant life or health within the territory of the Contracting Parties from risks arising from the entry, establishment or spread of pests, diseases, disease-carrying organisms or disease-causing organisms;
- protection of human or animal life or health within the territory of the Contracting Parties from risks arising from additives, contaminants, toxins or disease-causing organisms in foods, beverages or feedstuffs;
- protection of human life or health within the territory of the Contracting Parties from risks arising from diseases carried by animals, plants or products thereof, or from the entry, establishment or spread of pests; or
- prevention or limitation of other damage within the territory of the Contracting Parties caused by or associated with the entry, establishment or spread of pests;

“Secretariat” means the Secretariat of the Community so named in Article 23 of the Treaty.

“Sub-Committee” means the Sub-Committee for Trade in Animals and Animal Products established by Article 6;

“territorial sea” has the meaning assigned to it in Part II Section 2 of the United Nations Convention on the Law of the Sea, signed at Montego Bay, Jamaica on 10th December 1982;

“Third Country” means any country that is not a Party to the Treaty;

“Treaty” means the Revised Treaty of Chaguaramas establishing the Caribbean Community including the CARICOM Single Market and Economy (CSME) done at Nassau, The Bahamas on the 5th day of July 2001;

“WTO Agreement” means the Agreement establishing the World Trade Organisation done at Marrakesh on the 15th day of April 1994.

ARTICLE 3 – SCOPE

This Protocol establishes control, inspection and approval procedures for the conduct of risk assessments, to be applied to:

- (a) the trade in animals and animal products between the Contracting Parties;
and
- (b) the importation by a Contracting Party, of animal and animal products from a Third Country.

ARTICLE 4 – CARICOM AUTHORITY

- Subject to this Protocol, the CARICOM Authority shall serve as the Body of the Community responsible for overseeing the implementation of this Protocol and for strengthening cooperation between the Competent Authorities of Contracting Parties.
- Without restricting the generality of sub-article 1, the functions of the CARICOM Authority shall include:

- developing and maintaining a database of experts;
- appointing the members of and participating in the CARICOM Risk Assessment Team;
- facilitating the conduct of activities as set out in this Protocol;
- facilitating risk communication at the start of the risk analysis by publicizing the undertaking of such, which include facilitating the transmission of information to and from the Sub-Committee, including
 - requests and other information and opinions on hazards and risks received from a Contracting Party for the members of the CARICOM Risk Assessment Team through the Sub-Committee;
 - draft final reports prepared and submitted by the CARICOM Risk Assessment Team to the Sub-Committee; and
 - recommended draft final reports of the Sub-Committee to the Committee of CARICOM Chief Veterinary Officers for adoption as a final risk analysis report;
- facilitating the transmission of information to and from the Committee of CARICOM Chief Veterinary Officers , including submission of the final risk analysis report to COTED for endorsement:
- facilitating CARICOM Chief Veterinary Officers liaising with the Exporting Country regarding the arrangements to be put in place for the conduct of a Risk Assessment pursuant to Annexes 1 and 2;
- negotiating the terms of the Risk Assessment Agreement for a visit by the CARICOM Risk Assessment Team in the manner set out in Annex 2 and ensuring that such an Agreement is signed prior to the relevant visit.

ARTICLE 5 –COMMITTEE OF CARICOM CHIEF

VETERINARY OFFICERS

- The Committee of CARICOM Chief Veterinary Officers is an advisory Committee to COTED responsible for overseeing animal health surveillance within the Community.

- For the purposes of this Protocol, the functions of the Committee of CARICOM Chief Veterinary Officers shall include:
 - (a) advising COTED on the sanitary measures required to be implemented by the Community and the Exporting Country in relation to the trade in animals and animal products;
 - (b) receiving, reviewing and, where necessary, commenting on the draft final risk assessment reports conducted by the CARICOM Risk Assessment Team submitted for adoption as final reports; and
 - (c) where appropriate, recommending to COTED, for its endorsement, recommended draft final risk assessment reports.

ARTICLE 6 – SUB-COMMITTEE FOR TRADE IN ANIMALS

AND ANIMAL PRODUCTS

- There is established the Sub-Committee for Trade in Animals and Animal Products (hereinafter referred to as “the Sub-Committee”) which is comprised of five members of the Committee of CARICOM Chief Veterinary Officers nominated by the Committee of CARICOM Chief Veterinary Officers.
2. The functions of the Sub-Committee shall include:

- providing administrative support, to Contracting Parties, in accordance with provisions of this Protocol and to the CARICOM Risk Assessment Team pursuant to Article 12 sub-article 9;
- determining whether the risk assessment shall be conducted by the Contracting Party or by the CARICOM Authority, in accordance with Article 12 sub-article 1;
- recommending experts for appointment to the CARICOM Risk Assessment Team, pursuant to Article 7;
- conducting evaluations, preparing and submitting reports and making recommendations pursuant to Article 12 sub-articles 7 and 9; and
- reviewing and, where appropriate, making recommendations to the Committee of CARICOM Chief Veterinary Officers for the acceptance of the draft final report of a Risk Assessment visit, pursuant to Article 13 sub-article 4.

ARTICLE 7 – CARICOM RISK ASSESSMENT TEAM

- There shall be a CARICOM Risk Assessment Team, the members of which shall be recommended by the Sub-Committee, appointed by the CARICOM Authority and notified to the COTED.
- The CARICOM Risk Assessment Team shall consist of an uneven number of experts being not less than three in number.
- The members of the CARICOM Risk Assessment Team shall be selected from the database of experts developed and maintained by the CARICOM Authority. Every effort shall be made to ensure that the team is comprised primarily of experts from Contracting Parties.
- Members of the Sub-Committee shall not be appointed to the CARICOM Risk-

Assessment while serving on the Sub-Committee.

- The CARICOM Risk-Assessment shall take decisions by consensus.

ARTICLE 8 – GENERAL OBLIGATIONS

- Contracting Parties undertake to cooperate fully with the CARICOM Authority, the Committee of CARICOM Chief Veterinary Officers, the Sub-Committee and other relevant Community agents in the conduct of their duties under this Protocol.

- The Exporting Country shall ensure that animals and animal products that are exported meet the sanitary and phytosanitary requirements of the Importing Contracting Party.

PART 2 – PROCEDURES FOR TRADE IN ANIMALS AND ANIMAL PRODUCTS

ARTICLE 9 – GENERAL RIGHTS AND RESPONSIBILITIES OF CONTRACTING PARTIES

- Without prejudice to the ability of a Contracting Party to take decisions and measures in accordance with its sanitary and phytosanitary measures, the import requirements of a Contracting Party shall be applicable to the animals and animal products of an Exporting Country.
 - The conduct of control, analysis and approval procedures to ensure the fulfilment of sanitary measures shall be done without undue delay and as far as possible shall be in accordance with standards set by international and regional standard setting bodies.
 - Contracting Parties shall endeavour to publish the standard processing period within which procedures shall be conducted in a manner that allows the public to have notice of such periods.
 - An Importing Contracting Party shall have the right to carry out import checks on animals and animal products from the Exporting Country for the purpose of implementing its sanitary measures.
5. Where an Importing Contracting Party carries out import checks on animals and animal products from the Exporting Country, the import checks shall -
- (a) only apply sanitary measures that are scientifically justified;
 - (b) be based on the sanitary and phytosanitary risk associated with the importations;
 - (c) represent the least restrictive measures available and result in minimum impediment to trade between the countries;
 - (d) be applied in a proportional and non-discriminatory manner.
6. Where import checks demonstrate that animals or animal products do not conform with the relevant import requirements of the Importing Contracting Party, any action taken by the Importing Contracting Party shall, in accordance with sub-article 5 (d) be proportionate to the sanitary and phytosanitary risk

associated with the import of the non-conforming animals and animal products.

7. The Competent Authority of an Importing Contracting Party shall make available to the Exporting Country, upon its request, information about the frequency of import checks carried out on animals and animal products from the Exporting Country. The Competent Authority of an Importing Contracting Party may change the frequency of checks on consignments, as appropriate, as a consequence of verifications, import checks, or mutual agreement between the countries.
8. Fees imposed for verification, import checks and related services involving sanitary measures regarding animals and animal products from the Exporting Country shall be equitable in relation to any fees imposed for such services involving similar regional products and shall not be higher than the actual cost of the service.

ARTICLE 10 – REQUESTS FOR EXPORT

- Where an Exporting Country wishes to export animals or animal products to a Contracting Party, the Exporting Country shall submit a written request for export to the Competent Authority of the Importing Contracting Party.
- The Competent Authority of a Contracting Party that receives a request for export from a country seeking to export animals or animal products to that importing Contracting Party shall notify the CARICOM Authority within fifteen (15) days of receipt of the request, whether or not the request is deemed complete.
- The CARICOM Authority shall circulate the notification to the Ministries responsible for Agriculture and the Competent Authorities of the Contracting

Parties within five (5) days of receipt of the notification. The Contracting Parties shall respond to the CARICOM Authority within five (5) days of their receipt of the notification to indicate their interest, if any, in allowing the import of the animals or animal products proposed for export.

- The Competent Authority of the Importing Contracting Party shall inform the Competent Authority of the Exporting Country of its decision concerning the request for export, the requirements of this Protocol, the possibility that information provided to it may be shared with the relevant Community agents and that the process for giving effect to the request for export may be conducted by the Community.

- An Importing Contracting Party shall, upon receipt of a request for export from an Exporting Country, in writing, notify the Exporting Country that in addition to the request, the Exporting Country is required to submit to the Importing Contracting Party, in English and, where the official language of the Importing Contracting Party is not English, the official language of the Importing Contracting Party:
 - copies of the Exporting Country's laws that are relevant to sanitary and phytosanitary measures;
 - evidence that the establishment that wishes to export animals or animal products is registered and that the Competent Authority of the Exporting Country has certified the establishment to export animals or animal products;
 - the general and specific requirements that animals and animal products need to meet in order to comply with sanitary and phytosanitary

measures in the Exporting Country;

- the type and nature of the animals and animal products that are expected to be exported; and
 - the information set out in Annex 1.
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- The Contracting Party that receives a request for export from an Exporting Country shall provide copies of the documentation supplied by the Exporting Country to the CARICOM Authority, upon request. Where the documentation is not in English, the Importing Contracting Party shall provide official translations along with the documentation.
 - If the Exporting Country fails to comply with a written notification issued by the Importing Contracting Party pursuant to sub-article 4 the Importing Contracting Party shall deny the request for export.

ARTICLE 11 - VERIFICATIONS

- Where the requirements set out in Article 10 are satisfied, the Competent Authority of an Importing Contracting Party has the right to carry out verifications of sanitary measures in the Exporting Country.
- Verifications may include -
 - (a) requests for information from the Competent Authority of an Exporting Country about its entire control system and to be informed of the results of the controls carried out under that system; and
 - (b) visits to an Exporting Country to conduct risk assessments.
- The Competent Authority of an Importing Contracting Party shall provide to the

Exporting Country the results and conclusions of verifications carried out in or in relation to the territory of the Exporting Country.

ARTICLE 12 – PREPARATIONS FOR RISK ASSESSMENT

- Subject to the provisions of this Article, the Sub-Committee shall determine whether -
 - (a) visits shall be conducted or not and whether the risk assessment shall be conducted; and
 - (b) the risk assessment shall be conducted by the Contracting Party or by the CARICOM Authority.
- The Sub-Committee shall determine that the process be conducted by the CARICOM Authority where:
 - the Exporting Country is a Contracting Party and at least two Contracting Parties have indicated an interest in allowing the import of the animals or animal products proposed for export;
 - the Exporting Country is a Third Country and Four Contracting Parties have indicated an interest in allowing the import of the animals or animal products proposed for export;
 - the Sub-Committee determines that the Exporting Country is an “at-risk country”; or
 - the Contracting Party does not have the capacity to undertake the risk assessment and another Contracting Party is unable to assist,otherwise the risk assessment shall be conducted by the Contracting Party.

- Where the Sub-Committee determines that the Contracting Party may conduct the risk assessment without the involvement of the CARICOM Authority, a Risk Assessment Team of the Contracting Party shall be appointed by the Contracting Party and shall have regard to the procedures set out in this Article and Annex 1, with the required modifications, where necessary.
- The Sub-Committee shall share with the CARICOM Risk-Assessment or the Risk-Assessment of the Contracting Party information provided by the Exporting Country under article 10 sub-article 5 detailing the:
 - sanitary and phytosanitary legislative framework;
 - controls that exist over the inspection systems in the establishments;
 - platform for the inspection process;
 - manner in which farms are supervised; and
 - animal health systems including biosecurity, epidemiological surveillance, laboratory diagnostics, traceability, movement control and certification and establishment inspection checklist.
- Where the Sub-Committee requests that the CARICOM Risk-Assessment review the documentation submitted to the Sub-Committee by a Contracting Party, the CARICOM Risk Assessment Team shall conduct its review within [fifteen] days and submit its draft report on its findings and recommendations.
- The Sub-Committee shall conduct an evaluation of the documentation referred to in Article 10 sub-article 5 and shall –
 - conduct a review of the report of the Risk-Assessment; and
 - recommend to the Committee of CARICOM Chief Veterinary Officers

whether or not an inspection visit should be conducted.

- Where -
 - (a) the Sub-Committee or, where applicable, the Importing Contracting Party reviews the information provided by the Exporting Country under article 10 sub-article 5 and determines that it is necessary to conduct an inspection of the establishment in the Exporting Country that is seeking to export animals or animal products; and
 - (b) the COTED authorises the conduct of an inspection visit,

the Importing Contracting Party and the Exporting Country shall, where applicable, enter into a Risk Assessment Agreement in the form set out in Annex 2.
- The COTED may authorise the conduct of an inspection visit if it is satisfied, on the recommendations of the Committee of CARICOM Chief Veterinary Officers which is based on the report of its evaluation of the documentation provided in Article 10 sub-article 5, that an inspection visit should be carried out.
- A Risk Assessment Agreement shall, *inter alia*, address the issues of the responsibility for costs of the inspections of establishments and the immunities of the members of the Risk Assessment Team.
- The CARICOM Authority or the Competent Authority of the Importing Contracting Party shall thirty (30) days prior to the commencement of a risk assessment notify the Exporting Country of:
 - the tentative date of the risk assessment visit;
 - the names and number of assessors;
 - the protocol and format to be used by the Risk Assessment Team when

conducting the inspection, including the facilities, equipment and documentation required during the site visit;

- the timeline between the date of inspection and the date on which the final report will be submitted to the Exporting Country; and
 - the costs of the inspection and the procedure for the costs to be covered, including the transfer of funds.
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- Inspections shall be limited to the aspects of the facilities identified in the Risk Assessment Agreement. The CARICOM Risk-Assessment or the Risk-Assessment of the Importing Contracting Party shall conduct their duties in accordance with the Risk Assessment Agreement.

ARTICLE 13 – RISK ASSESSMENT BY CARICOM TEAM AND OUTCOME

- Subject to Article 12 sub-article 2, where an establishment is seeking to export animals, animal products or both to one or more Contracting Parties, the CARICOM Risk-Assessment shall, where applicable, conduct inspections of the Competent Authority in the country in which the establishment is located or the establishment or both.
- Where the inspection visit or the risk assessment is being conducted by the CARICOM Risk-Assessment, the team shall be accompanied by a representative from the CARICOM Authority who shall carry out the functions set out in Article 4.
- Within sixty days of the completion of a site inspection visit, the team leader of the CARICOM Risk-Assessment shall submit a draft final report of the inspection visit (hereinafter referred to as the “draft final report”) to the chair of the Sub-

Committee, through the CARICOM Authority.

- Within fifteen days of receipt of its receipt of the draft final report, the Sub-Committee shall review it and shall:-
 - where there are no questions or comments which require clarification, recommend the draft final report to the Committee of CARICOM Chief Veterinary Officers; or
 - request clarification of the draft final report from the CARICOM Risk-Assessment by :-
 - (i) sending queries, comments, or suggested changes to the CARICOM Risk-Assessment; and
 - (ii) requiring the CARICOM Risk-Assessment to respond to the queries, comments or suggested changes within fifteen days of receiving them.
- The Committee of CARICOM Chief Veterinary Officers shall, within [five] days of receiving of the draft final report:-
 - recommend the draft final report to the COTED, if there are no questions or comments which require clarification; or
 - request clarification of the draft final report from the CARICOM Risk-Assessment through the Sub-Committee by:-
 - (i) sending queries, comments, suggested changes to the CARICOM Risk-Assessment copied to the Sub-Committee; and
 - (ii) requiring the CARICOM Risk Assessment Team to respond to the queries, comments or suggested changes within

fifteen days of receiving them.

- Where the COTED receives the draft final report, it shall consider same in accordance with Article 29 of the Treaty.
- Where the COTED endorses the draft final report it shall become the CARICOM Final Report and shall be submitted by the CARICOM Authority to the Exporting Country.
- Where the final report recommends that trade commence, the COTED's endorsement shall be construed as its recommendation that that the Exporting Country may commence exportations no less than fifteen (15) days after the Competent Authority of the Exporting Country accepts of the Final Report. If the Final Report does not recommend importation from the Exporting Country, the Exporting Country shall not be permitted to trade animals or animal products with the Contracting Party Such refusal to trade shall be communicated to the Exporting Country within fifteen days after the date on which COTED issued its endorsement of the Final Report.
- Where the Exporting Country requests clarification of or additions to the Final Report or objects to aspects of the Final Report, the CARICOM Authority shall, upon the advice of the Sub-Committee through the Committee of CARICOM Chief Veterinary Officers, respond within [fifteen] days.

ARTICLE 14 – RISK ASSESSMENT BY CONTRACTING PARTY'S TEAM AND OUTCOME

- Where the Contracting Party is conducting a risk assessment without the involvement of the CARICOM Authority, the Risk Assessment Team shall have regard to Article 12 and Annex 1.

- Where the Contracting Party conducts the risk assessment on its own, it may direct that information received and reports generated be shared with the CARICOM Authority and the Committee of CARICOM Chief Veterinary Officers.

- Within sixty days of the completion of a site inspection visit, the Team Leader of the Risk Assessment Team of the Contracting Party shall submit a draft final report of the risk assessment to the Competent Authority

- The Competent Authority shall review and shall within fifteen days of receipt of the draft final report:-
 - recommend the draft final report to the Competent Authority of the Contracting Party, if there are no questions or comments which require clarification; or
 - request clarification of the draft final report from the Risk-Assessment of the Contracting Party by :-
 - (i) sending queries, comments, or suggested changes to the Risk Assessment Team of the Contracting Party; and
 - (ii) requiring the Risk-Assessment of the Contracting Party to respond to the queries, comments or suggested changes within [three] days of receiving them.

- Where the Competent Authority of the Contracting Party receives a draft final report, it shall take a decision within fifteen days as to whether to endorse the draft final report. Once it endorses the draft final report, it shall become the Final Report of the Contracting Party and shall be submitted by the Competent Authority to the Exporting Country.

- Where the Exporting Country requests clarification of or additions to the Final Report or objects to aspects of the Final Report, the Competent Authority shall respond within [fifteen] days of Competent Authority's receipt of the request.
- Where the Competent Authority recommends that exportations may be made by endorsing the draft final report, the Exporting Country, may commence exportation not less than [fifteen (15)] days after the Exporting Country's acceptance of the Final Report.

PART 3 EQUIVALENT MEASURES AMONG CONTRACTING PARTIES

ARTICLE 15 - EQUIVALENCE

1. To the extent practicable, Contracting Parties shall, enter into consultations under Article 17 aimed at achieving agreement on the recognition of equivalence of their respective sanitary or phytosanitary measures –
 - (a) without compromising their appropriate level of sanitary or phytosanitary protection;
 - (b) in accordance with the WTO Agreement on the Application of Sanitary and Phytosanitary Measures; and
 - (c) in accordance with other relevant international sanitary and phytosanitary guidelines from standard setting bodies.
2. The recognition of equivalence requires an assessment and acceptance of -
 - (a) existing sanitary and phytosanitary measures, including controls related to inspection and certification systems to ensure that the sanitary and

phytosanitary measures of the Exporting Country and the Importing Contracting Party are met;

- (b) the documented structure of the Competent Authorities, their powers, chain of command, manner of operations and the resources available to them; and
 - (c) the performance of the Competent Authority in relation to the control programmes.
3. Where the Exporting Country, in cooperation with the Importing Contracting Party, provides the Importing Contracting Party with scientific evidence or other information -
- (a) in accordance with risk assessment methodologies agreed on by them; and
 - (b) that demonstrates objectively, that the Exporting Country's measures achieve the Importing Contracting Party's appropriate level of protection,
- the Competent Authority of an Importing Contracting Party shall accept a sanitary or phytosanitary measure adopted or maintained by an Exporting Country as equivalent to its own.
4. The Competent Authority of an Importing Contracting Party may, refuse to accept a sanitary or phytosanitary measure adopted or maintained by an Exporting Country as equivalent to its own where it has determined, on a scientific basis, that the Exporting Country's measures do not achieve the Importing Contracting Party's appropriate level of protection.
5. Where the Competent Authority of an Importing Contracting Party refuses to accept a sanitary or phytosanitary measure adopted or maintained by an Exporting Country as equivalent to its own it shall, on request, provide to the Exporting Country its reasons for refusal, in writing.

6. Where equivalence has not been recognised, trade of animals and animal products shall take place under the conditions required by the Importing Contracting Party to meet its appropriate level of protection.

ARTICLE 16 - TRANSPARENCY AND EXCHANGE OF INFORMATION

1. The Contracting Parties and Exporting Countries shall:
 - (a) ensure transparency as regards sanitary and phytosanitary measures, particularly for import requirements applicable to trade in animals and animal products;
 - (b) enhance mutual understanding of each country's sanitary and phytosanitary measures and their application;
 - (c) exchange information on matters related to the development and application of sanitary and phytosanitary measures, including the progress on new available scientific evidence, that affect, or may affect, trade between the countries with a view to minimising their negative trade effects.
2. Information pursuant to sub-article (1) shall be made available by notification to the WTO in accordance with its relevant rules and procedures or on the official, publicly accessible web-sites of the Contracting Parties.
3. All notifications under this Article shall be made to the Competent Authorities.

ARTICLE 17 - CONSULTATIONS

1. Where a Contracting Party considers that a sanitary measure affecting trade requires further discussion, it may, through its Competent Authority, request a full explanation of the sanitary measure and, if necessary, request to hold consultations to resolve the issue. The other country shall respond promptly to the request.

2. Contracting Parties shall make every effort to reach an agreeable solution through consultations within a timeframe agreed upon. If consultations fail to resolve the matter, the CARICOM Authority shall take action necessary to resolve the matter.

PART 4 - FINAL PROVISIONS

ARTICLE 18 – DISPUTE SETTLEMENT

The dispute settlement procedures set out in Chapter Nine of the Treaty shall apply, *mutates mutandis*, to the resolution of disputes between Contracting Parties or between Contracting Parties and Third Countries.

ARTICLE 19 – SIGNATURE

This Protocol shall be open for signature by Member Countries and Associate Member Countries from [1 December 20[]] to [30 January 20[]].

ARTICLE 20 – ENTRY INTO FORCE

This Protocol shall enter into force one month after the date on which the seventh instrument of ratification is deposited with the Caribbean Community Secretariat.

ARTICLE 21 – AMENDMENTS

- This Protocol may be amended by a decision of the COTED.
- Amendments shall come into force one month after the decision of the COTED.

ARTICLE 22 – ACCESSION

1. After the entry into force of this Protocol, a Member Country or Associate Member Country may accede to this Protocol.

2. Instruments of Accession shall be deposited with the Caribbean Community Secretariat which shall transmit a certified copy to the Government of each Member of the Community which is a party to this Protocol.

3. Where a Member Country or Associate Member Country accedes to this Protocol, this Protocol shall enter into force for that Member one month after the date on which the Member deposits its instrument of ratification with the depository.

ARTICLE 23 – DEPOSITORY

The CARICOM Secretariat shall be the depository of the Protocol and any associated instruments.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective Governments, hereby sign the present Protocol.

DONE at

on the day of

Signed by

for the Government of Anguilla on the day of

at

Signed by

for the Government of Antigua and Barbuda on the day of

Signed by

for the Government of the Bahamas on the day of

at

Signed by

for the Government of Barbados on the

day of

at

Signed by

for the Government of Belize on the

day of

at

Signed by

for the Government of Bermuda on the

day of

at

Signed by

for the Government of the British Virgin Islands on the

day of

at

Signed by

for the Government of the Cayman Islands on the

day of

at

Signed by

for the Government of the Commonwealth of Dominica on the

day of

at

Signed by

for the Government of Grenada on the

day of

at

Signed by

for the Government of the Republic of Haiti on the

day of

at

Signed by

for the Government of the Cooperative Republic of Guyana on the

day of _____ at _____

Signed by _____

for the Government of Jamaica on the _____ day of _____

at _____

Signed by _____

for the Government of the Federation of St. Kitts and Nevis on the _____ day of _____

at _____

Signed by _____

for the Government of Montserrat on the _____ day of _____

at _____

Signed by _____

for the Government of the Republic of Trinidad and Tobago on the _____ day of _____

at

Signed by

for the Government of Saint Lucia on the

day of

at

Signed by

for the Government of St. Vincent and the Grenadines on the

day of

at

Signed by

for the Government of Suriname on the

day of

at

ANNEX 1

RISK ASSESSMENT GUIDELINES FOR DEALING WITH REQUESTS FOR EXPORTS OF ANIMALS AND ANIMAL PRODUCTS

- Contracting Parties shall respect and adhere to the principles set out in the WTO Agreement on the Application of Sanitary and Phytosanitary Measures.
- Contracting Parties shall also have regard to the **Codex Alimentarius**, OIE Aquatic Animal Health Code, the Terrestrial Animal Health Code, Manual of Diagnostic Tests and Vaccines for Terrestrial Animals and the Manual of Diagnostic Tests for Aquatic Animals.
- Establishments or any other person who wishes to export animals or animal products from an Exporting Country to a Contracting Party shall comply with the national procedures of the Exporting Country relevant to the export of animals and animal products.
- The Competent Authority of an Exporting Country shall submit a request to the Competent Authority of a Contracting Party for an import assessment to be conducted.
- The Competent Authority of a Contracting Party that receives a request from an Exporting Country shall notify the CARICOM Authority within fifteen (15) days of receipt of the request.
- The CARICOM Authority shall circulate the notification to the Ministries responsible for Agriculture and the Competent Authorities of the Contracting Parties within five (5) day of receipt of same. The Contracting Parties shall

respond to the CARICOM Authority within five (5) days of the receipt of the notification to indicate their interest, if any, in allowing the import of the animals or animal products proposed for export.

- The process for giving effect to the request for export may be conducted by the Community or a Contracting Party.

- Where the Competent Authority of a Contracting Party is responsible for review of documentation or inspection and approval of an establishment in an Exporting Country, it shall ensure that its Risk-Assessment shall comply with the following principles, among others, to ensure the conduct of a high quality of inspection –
 - (a) professional judgment;
 - (b) independence;
 - (c) impartiality;
 - (d) integrity; and
 - (e) objectivity.

- In responding to a request for permission to export animals or animal products, the Competent Authority of the Importing Contracting Party or, where applicable, the CARICOM Authority, shall set out:
 - the measures to be evaluated which shall include:-
 - (i) the legislative framework;
 - the controls that exist over the inspection systems in the

establishments;

- the manner in which establishments are supervised;
- animal health systems including: biosecurity, epidemiological surveillance, laboratory diagnostics, traceability, movement control and certification and establishment inspection checklist;
- the possibility of the need for an inspection which may be conducted at the level of CARICOM;
- where possible, a tentative date for the inspection and the number of days this would take. An inspection should take place within ninety days from the date the response was sent.
- the name and number of inspectors which shall be between three and five persons for any one inspection site visit;
- the maximum timeline between the date of the inspection and the date on which the final report is to be submitted;
- where various establishments need to be inspected, the Competent Authority of the Importing Contracting Party shall request that the Exporting Country inform it of the specific dates of the visits to these establishments;
- the cost of the inspection and the procedure to be followed in relation to those costs, including the costs of transportation, port/border taxes, medical and life insurance (for the duration of the mission), locate accommodation/lodging [in safe areas in the Exporting Country] and [per diem for accommodation, meals and incidentals],

at the prevailing UN rate; and

- an annex to the response shall set out the protocol and format of the inspection to be used by the inspectors, including an indication of the facilities, equipment and documentation needed.

- Where the Competent Authority of the Contracting Party is going to conduct an inspection, including a site visit, it shall enter into a written agreement with the Exporting Country in accordance with the Model Risk Assessment Agreement set out at Annex 2. The Risk Assessment Agreement shall include as an appendix, the response to the request to conduct an Inspection, including the protocol and format of the inspection to be used by the Inspectors.

- Competent Authority of the Contracting Party shall ensure that the Risk Assessment Agreement sets out the immunities of personnel of the Risk-Assessment. Additionally, Competent Authority of the Contracting Party shall facilitate exemption of port taxes/charges through written communication with the Ministry of Foreign Affairs of the Exporting Country to ensure that the necessary formalities are complied with and that the team members have documentary evidence of exemption from port taxes/charges.

- Prior to conducting an inspection visit, the Competent Authority of the Contracting Party shall conduct an evaluation of the documentation referred to in paragraph 9 (a) of these guidelines.

- At the end of the inspection visit of the establishment, the Risk-Assessment should meet with the Competent Authority and the representative of the

establishment inspected. During this meeting, the Team Leader of the Risk-Assessment may make general comments on the more relevant aspects of the inspection. The Team Leader should point out any critical observation and clearly indicate the consequences. The Risk-Assessment should make it clear that the Meeting is not to be considered as an official report of the Contracting Party.

- Once the inspection visits of all the establishments stated in the response to the request for permission to export have been completed, the Risk-Assessment Leader shall meet with the Competent Authority of the Exporting Country and shall make known general thoughts of the mission including any critical aspect observed during the visit and the consequences that this could have in the final report. It should be made clear that this Meeting is not to be considered as a final report of Contracting Party and does not replace a final report. However, this meeting should give the Competent Authority of the Exporting Country the opportunity to take the corrective measures necessary so as to accelerate compliance with the recommendations on the critical aspects.

- Contracting Party shall [endeavour to] submit the report to the Exporting Country within the stipulated time frames given to the Exporting Country in the response.

- The Risk Assessment Report shall:
 - have objective data that accompanies it and, wherever possible, the international standard which applies with the specific issues should be quoted.

 - be structured in parts as follows:

- Part 1 - Evaluation of the legislative framework of the Exporting Country. Where deficiencies are observed these should be explained and recommendations made, where possible.
- Part 2 - Evaluation of the administrative framework including the Competent Authority, the official veterinary services, the control, certification and inspection procedures, and the controls exercised by the official diagnostic laboratories. Where deficiencies are observed these should be explained and recommendations made, where possible.
- Part 2 - Analysis of the sanitary and phytosanitary status including specific disease and food risks that need to be managed. Where there are systems and controls in place to manage any identified disease or food risk, then the Report [should clearly state that there is no sanitary impediment to trade in the specified animals or animal product].
- Part 3 – Evaluation of the establishments inspected clearly indicating, where applicable, those approved and/or not approved for export. Where establishments have not been approved, the reasons should be clearly stated. The Report should also set out any corrective measures that could be adopted to resolve the problems.
- Part 4 – Sets out the animal health and food safety conditions that need to be certified by the Competent Authority of the Exporting Country for every shipment of the commodity into specified ports of entry in the Community.

ANNEX 2

Model Risk Assessment Agreement

Between

[CARICOM AUTHORITY][Contracting Party]

And

[Exporting Country]

We the **[CARICOM AUTHORITY][Contracting Party]**, represented for the purposes of this Agreement by [], [designation] and **[Exporting Country]**, represented for the purposes of this Agreement by [], [designation], enter into this Agreement on the [] day of [] 20[], for the purposes of facilitating the conducting of a risk assessment pursuant to the Protocol Governing CARICOM Control, Inspection And Approval Procedures For Trade In Animals And Animal Products and the following provisions:

- The Competent Authority of **[Exporting Country]** shall ensure that it provides all the facilities required by the **[CARICOM]** Risk-Assessment to perform its duties without setbacks and obstacles. These include:-
 - internal transportation in **[Exporting Country]**;
 - completion of the programme of visits;
 - services for official use during the visit including facsimile, telephone, photocopier, internet and computers;
 - translation of documents and interpretation where the official language is not the official language of Competent Authority;
 - any relevant information required by the Risk-Assessment; and

- unrestricted access to the establishments to be inspected.
- The [Competent Authority of the [Importing Contracting Party]][CARICOM Authority] shall notify the [Exporting Country] of the number of members on the Risk-Assessment.
- An official of the Competent Authority of [Exporting Country] shall accompany the Risk-Assessment on all the visits during the assessment.
- The Team Leader of the Risk-Assessment shall determine whether some or all personnel of the establishment being inspected should be allowed to accompany the Risk-Assessment.
- During the inspection of an establishment, officials of the Competent Authority of the [Exporting Country] and/or the personnel of the establishment may only intervene at the request of the Team Leader of the Risk-Assessment.
- The Risk-Assessment shall conduct its duties in accordance with the inspection protocol that was submitted to the Exporting Country. The inspection shall be limited to the inspection of the aspects established in the response to the request for inspection and approval.
- Members of the Risk-Assessment shall be immune from legal process with respect to

acts performed by them in their official capacity.

- Except in the countries of which they are citizens or nationals, members of the Risk-Assessment shall be accorded such immunities from immigration restrictions, alien registration requirements and national service obligations, and such facilities as regard exchange control as are not less favourable than those accorded by the Participating Member Countries concerned to the representatives, officials and employees of diplomatic missions of comparable rank.

- Members of the Risk-Assessment shall be exempt from payment of any port/border taxes/charges.

- The [Exporting Country] shall be responsible for the monetary costs associated with the visit by the Risk-Assessment including:
 - costs of transportation (return economy airfare to [Importing Contracting Party or other Country, where relevant]);
 - medical and life insurance in force from the date of departure from home city to [Exporting Country] to the date of return to the home city;
 - per diem at the UN rate to cover accommodation, food, internal transportation and incidentals;
 - locate lodging in the [Exporting Country] in safe and secure areas;
 - costs of translation of documentation or interpretation services; and

- cost of telecommunications services (facsimile, official telephone calls, internet) and of photocopies of documents.

- At the end of the inspection visit of the establishment, the Risk-Assessment shall meet with the Competent Authority of the Exporting Country and the representative of the establishment inspected. During this meeting, the Team Leader of the Risk-Assessment may make general comments on the more relevant aspects of the inspection. This Meeting shall not be considered as an official report of the Risk-Assessment.

- Once the inspection visit of all the establishments stated in the response to the request for permission to export has been completed, the Team Leader of the Risk-Assessment shall meet with the Competent Authority of the Exporting Country and shall make known general thoughts of the mission including any critical aspect observed during the visit and the consequences that this could have in the final report. This Meeting shall not be considered as an official report of the Risk-Assessment and does not replace the official report which will be a written report.

- Appended to this Agreement is the Response from the [Competent Authority of the Contracting Party][CARICOM Authority] including the protocol and format of the inspection to be conducted.

- This Agreement shall enter into force upon signature.

- This Agreement may be amended by the mutual consent of the parties.
- This Agreement shall be valid for one (1) year following the date of its signature.

Signed:

For the

[CARICOM Authority][Contracting Party]

For the

Exporting Country