



REVISED

AGREEMENT ESTABLISHING

THE CARIBBEAN AGRICULTURAL

HEALTH AND FOOD SAFETY

AGENCY

(CAHFSA)

**REVISED AGREEMENT ESTABLISHING
THE CARIBBEAN AGRICULTURAL HEALTH AND FOOD SAFETY AGENCY
(CAHFSA)**

Preamble

The Contracting Parties:

Desirous of implementing the mandates of the Revised Treaty of Chaguaramas establishing The Caribbean Community, particularly the promotion and support of the establishment of an effective regime of sanitary and phytosanitary measures as stated in Article 57(1)(k), and the harmonisation of laws and administrative practices in respect of sanitary and phytosanitary measures, as provided in Article 74(2)(e);

Recognising the obligations of Members of the Caribbean Community party to the WTO Agreement on the Application of Sanitary and Phytosanitary Measures to apply international standards, measures and guidelines in the conduct of agricultural trade;

Acknowledging that the development and application of harmonised regional and international standards, measures and guidelines are essential for the efficient operation of the CARICOM Single Market and Economy (CSME);

Mindful that Members of the Caribbean Community have encountered difficulties in complying with the sanitary and phytosanitary measures, and as a consequence in accessing regional and international markets;

Mindful also of difficulties in the formulation and application of sanitary and phytosanitary measures at the national level and desirous of providing assistance in this regard;

Desirous also of continuing the efforts of the Caribbean Community with respect to programmes and projects related to SPS measures including policy formulation, harmonisation of technical, legislative and administrative processes, institutional strengthening, infrastructure development and human resource capacity-building;

Conscious of the resource constraints that limit participation in all international meetings convened to develop, review and formulate international standards, measures and guidelines;

Aware that the Caribbean Community is extremely vulnerable to penetration of agricultural goods which may threaten the integrity of the agricultural health and food safety systems of its Members;

Reaffirming that no Member should be prevented from adopting or enforcing measures necessary to protect human, animal or plant life or health, subject to the requirement that these measures are not applied in a manner which would constitute a disguised restriction on regional and international trade or arbitrary or unjustifiable discrimination between Members where like conditions prevail.

HAVE AGREED as follows:

Article I

Use of Terms

In this Agreement, unless the context otherwise requires:

“Associate Member” means any Associate Member of the Community admitted to associate membership of CAHFSA pursuant to Article IV;

“Board” means the Board of Directors of CAHFSA;

“CAHFSA” means the Caribbean Agricultural Health and Food Safety Agency established pursuant to Article II of this Agreement;

“Codex Alimentarius Commission” means the Commission established by Resolution of the Eleventh Session of the Conference of the Food and Agricultural Organisation of the United Nations on 23 November 1961 and approved at the Sixteenth World Health Assembly 1963 by Resolution WHA 16.42;

“Community” means the Caribbean Community established by the Treaty;

“Contracting Party” means a party to this Agreement;

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

“CRFM” means the Caribbean Regional Fisheries Mechanism established by the Agreement which entered into force on 4 July 2003;

“harmonisation” means the establishment, recognition and application of common sanitary and phytosanitary measures by Members including the acceptance of the principle of equivalence as set out in Article 4 of the SPS Agreement;

“International Plant Protection Convention (IPPC)” means the International Plant Protection Convention (New Revised Text) 1997;

“international standards, guidelines and measures” means in relation to –

- (a) animal health and zoonoses – the standards, guidelines and recommendations developed under the auspices of the World Organisation for Animal Health (OIE);
- (b) food safety - the standards, guidelines and recommendations established by the Codex Alimentarius Commission 1963;
- (c) plant health – the international standards, guidelines and recommendations developed under the auspices of the Secretariat of the International Plant Protection Convention in cooperation with regional organizations operating within the framework of the International Plant Protection Convention; and
- (d) matters not covered by the above organizations - appropriate standards, guidelines and recommendations promulgated by other relevant international organizations open for membership to all WTO Members, as identified by the Committee.

“LDC” means less developed country as identified in Article 4 of the Treaty;

“MDC” means more developed country as identified in Article 4 of the Treaty;

“Member” means a Member of CAHFSA pursuant to Article IV;

"risk assessment" means the evaluation of the –

- (a) 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
- (b) 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;

"sanitary or phytosanitary measure" includes all relevant laws, decrees, regulations, requirements and other procedures applied to –

- (a) protect 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;
- (b) protect 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;
- (c) protect 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
- (d) prevent or limit other damage within the territory of the Contracting Parties from the entry; establishment or spread of pests;

"Secretariat" means the Secretariat of the Caribbean Agricultural Health and Food Safety Agency established under Article VI;

"Secretary-General" means the Secretary-General of the Community;

"SPS Agreement" means the World Trade Organisation (WTO) Agreement on the Application of Sanitary and Phytosanitary Measures;

"Transparency" includes the obligation specified in Article VIII;

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

"World Organisation for Animal Health (OIE)" means the Office International des Epizooties 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; and

"WTO" means the World Trade Organisation established by the WTO Agreement which entered into force on the 1st day of January 1995.

Article II

Establishment

1. There is hereby established the Caribbean Agricultural Health and Food Safety Agency (hereinafter referred to as "CAHFSA") having the membership, objectives, functions and composition as set out herein.

2. CAHFSa has been designated an Institution of the Community pursuant to Article 21 of the Treaty.

Article III

Objectives

1. The primary objectives of CAHFSa shall be to –

- (a) establish an effective regime of sanitary and phytosanitary measures pursuant to Article 57(1)(k) of the Treaty, in support of the goals of the Community Agriculture Policy as set out in Article 56 of the Treaty;
- (b) provide regional and national support to the Community in the establishment, management and operations of their national agricultural health and food safety systems as they relate to the sanitary and phytosanitary measures of the SPS Agreement; and
- (c) execute on behalf of those countries such actions and activities that can be more effectively and efficiently executed through a regional mechanism.

2. Without prejudice to the generality of the provisions of paragraph 1, CAHFSa shall *inter alia* –

- (a) facilitate the development and use of regional, as well as international standards, measures and guidelines;
- (b) facilitate the harmonisation of technical procedures in relation to matters such as Good Agricultural Practices (GAP's), Good Manufacturing Practices (GMP's), Hazard Analysis Critical Control Point (HACCP), quarantine systems and surveillance and good laboratory practices and services;
- (c) provide a framework for the –
 - (i) continuous monitoring and evaluation of national and regional agricultural health and food safety programmes;
 - (ii) conduct of tests; and
 - (iii) provision of technical support directed at strengthening the respective programmes;
- (d) provide a framework for the identification and definition of the human and financial resource requirements of national health and food safety systems, and the determination and execution of strategies to address deficiencies, including the training of personnel and the mobilisation of funds;
- (e) provide a mechanism for achieving regional consensus on sanitary and phytosanitary issues that can be represented in international fora;
- (f) provide a mechanism for the coordination and integration of technical support to stakeholders by relevant regional and international organisations;

- (g) provide an effective mechanism for partnership in the efficient use of human and financial resources and infrastructure, including laboratory services, in protecting human, plant and animal health;
- (h) provide an effective mechanism to respond rapidly to emergencies and emerging issues;
- (i) strengthen the policy and legal framework for sanitary and phytosanitary issues; and
- (j) provide a framework for communicating changes in sanitary and phytosanitary measures with a view to ensuring transparency and compliance by Contracting Parties in a timely manner.

Article IV

Membership

1. Membership of CAHFSA shall be open to Members of the Community.
2. Associate Membership of CAHFSA shall be open to Associate Members of the Community.

Article V

Status of CAHFSA

1. CAHFSA shall have legal personality in accordance with this Agreement and in particular, full capacity to –
 - (a) acquire and dispose of property;
 - (b) contract; and
 - (c) institute legal proceedings.
2. In all legal proceedings CAHFSA shall be represented by the Chief Executive Officer.

Article VI

Composition of CAHFSA

CAHFSA shall consist of -

- (a) Board;
- (b) Secretariat; and
- (c) Technical Advisory Committees.

Article VII

Functions of CAHFSA

CAHFSA shall focus on the following critical functional areas –

- (a) promotion of the development and use of regional and international sanitary and phytosanitary measures, standards and guidelines;
- (b) strengthening of the legislative framework with respect to sanitary and phytosanitary measures;
- (c) harmonisation of technical procedures in relation to matters such as quarantine systems and their protocols, surveillance, laboratory analyses, safe management and use of agrochemicals and other relevant processes and procedures in collaboration with other existing organisations in the Community;
- (d) provision of a coordination mechanism for sanitary and phytosanitary related issues;
- (e) monitoring and evaluation of national programmes in relation to animal health, plant health, and food safety;
- (f) development of protocols for the conduct of regional and international risk assessments, including site visits and other investigations;
- (g) coordination and support of the conduct of risk assessments including site visits;
- (h) provision of support for the strengthening of the capacity of the regional and national agricultural health and food safety systems in partnership with all stakeholders;
- (i) provision of technical support for the strengthening of agricultural health and food safety systems taking into consideration the role of other agencies and institutions;
- (j) establishing mechanisms to assist Contracting Parties in complying with transparency obligations;
- (k) provision of support for the strengthening of laboratory services;
- (l) harmonisation of regional strategies for emergencies and emerging and related issues;
- (m) informing COTED of new and emerging issues which pose a threat to the agricultural health and food safety systems in the Community;
- (n) development and maintenance of regional and national databases taking into consideration the roles of other agencies and institutions in existing databases;
- (o) provision of services as a clearing house for specific information on agricultural health and food safety;
- (p) establishment of partnerships with existing regional and international organisations in matters of agricultural health and food safety;

- (q) complementing and building upon existing programmes in animal and plant health and food safety in support of national agricultural health and food safety systems in Contracting Parties;
- (r) mobilisation of resources including the sourcing, utilisation and allocation of funding and other development assistance to support the objectives and functions of CAHFSA; and
- (s) promotion of the use of international and regional measures, standards and guidelines for sanitary and phytosanitary measures as obliged under the SPS Agreement.

Article VIII

Transparency

Members shall comply with the requirements of transparency as mandated by the Community and the SPS Agreement including –

- (a) the prompt publication of information on the sanitary and phytosanitary measures of Members and the prompt notification of changes in these measures; and
- (b) the allowance of a reasonable interval, except in urgent circumstances, between the publication of a sanitary or phytosanitary regulation and its entry into force in order to allow time for producers in exporting Members to adapt their products and methods of production to the requirements of the importing Member.

Article IX

Composition of the Board

1. The Board shall consist of one representative from each Member representing the specialised areas of focus for CAHFSA including animal and veterinary public health, plant health, food safety and quality and other relevant fields such as risk management and laboratory services.
2. Associate Members shall have the right to participate in meetings of the Board without the right to vote.
3. The Secretary-General shall be represented on the Board as an observer.

Article X

Functions of the Board

1. The Board shall report annually to COTED which shall make policy decisions including the determination of the establishment or adoption of regional sanitary and phytosanitary measures, strategies and standards.
2. The Board shall establish the programmes for the execution of the mandates given by COTED.

3. Subject to paragraph 1 the Board shall, *inter alia*:
- (a) appoint the Chief Executive Officer as provided for in Article XIV of this Agreement after consultation with COTED;
 - (b) approve the organisations with which CAHFSA may establish and maintain functional co-operation in relation to sanitary and phytosanitary related matters;
 - (c) approve the staff and financial regulations recommended by the Chief Executive Officer;
 - (d) assist the Chief Executive Officer in seeking the support and resources necessary for the fulfilment of the objectives of CAHFSA;
 - (e) determine the international fora in which CAHFSA may participate;
 - (f) determine the organisations in whose work CAHFSA may seek to participate as a member or observer;
 - (g) establish guidelines and standards for monitoring and evaluation of CAHFSA regarding its targets, objectives and policies;
 - (h) exercise control over appointments and termination of appointments;
 - (i) inform COTED on new and emerging issues which pose a threat to the agricultural health and food safety systems in the Community;
 - (j) make recommendations to COTED on the budget, strategic plan and work programme for CAHFSA;
 - (k) make recommendations to COTED on the conduct of regional and international risk assessments for the importation of plants, animals and products thereof (their products);
 - (l) provide guidelines in respect of contractual arrangements between CAHFSA and other persons;
 - (m) review the performance of CAHFSA and set future targets within the broad strategic framework;
 - (n) approve measures to assist Contracting Parties in implementing transparency obligations; and
 - (o) carry out any other function COTED may delegate to it.

3. In the performance of its functions the Board shall seek the advice of the relevant Technical Advisory Committee.

Article X

Procedures of the Board

1. The Board shall hold at least one ordinary meeting per year at the headquarters of CAHFSA or any other venue determined by the Board. The Board may convene additional ordinary meetings as required.

2. The Board shall elect a Chairperson and Vice Chairperson who shall hold office for two years.
3. Only Members shall have the right to vote, subject to Article XVIII (3).
4. A simple majority of the members of the Board shall constitute a quorum.
5. Upon the request of at least two members of the Board, an extraordinary meeting shall be convened by the Chairperson.
6. Each member of the Board may designate an alternate to represent him at any Board meeting.
7. Subject to this Article the Board shall establish its rules of procedure.

Article XI

Composition of Technical Advisory Committees

1. Technical Advisory Committees, as required, shall be established by the Board to fulfil the mandate of CAHFSA.
2. Members of Technical Advisory Committees shall be selected from the nominees of Contracting Parties, persons drawn from the public and private sectors, national, regional and international organisations, Community Institutions and Associate Institutions.
3. The composition of the Technical Advisory Committees may be altered from time to time by the Board.
4. The Board shall collaborate with established bodies in specific areas as mandated by COTED including the –
 - (a) Committee of Caribbean Plant Health Directors;
 - (b) Committee of CARICOM Chief Veterinary Officers; and
 - (c) Caribbean Regional Fisheries Mechanism.

Article XII

Functions of a Technical Advisory Committee

The functions of a Technical Advisory Committee shall be to provide advice, comments and reviews *inter alia* on –

- (a) the development, adoption, adaptation or harmonisation of sanitary and phytosanitary measures and regional guidelines, measures, positions and standards regarding new and emerging sanitary and phytosanitary issues;
- (b) regional training programmes with respect to strengthening the capacity and capability for agricultural health and food safety systems; and
- (c) any other function as may be determined by the Board or the Chief Executive Officer.

Article XIII

Procedures of a Technical Advisory Committee

1. A Technical Advisory Committee shall meet as often as necessary to perform its functions.
2. Decisions of a Technical Advisory Committee shall be by simple majority and shall constitute recommendations to the Board through the Chief Executive Officer.

Article XIV

Composition of the Secretariat

1. The Secretariat shall be appointed by the Board and shall consist of –
 - (a) a Chief Executive Officer;
 - (b) a Food Safety Specialist;
 - (c) an Animal Health Specialist;
 - (d) a Plant Health Specialist; and
 - (e) any other technical, professional or ancillary staff as may be necessary including accounting and secretarial personnel.
2. The Chief Executive Officer shall be appointed for a period of not more than three years and shall be eligible for reappointment.
3. The Chief Executive Officer shall appoint other staff members of the Secretariat on the terms and conditions approved by the Board.
4. In the appointment of the professional staff of the Secretariat, due consideration shall be given to equitable geographical representation of the membership of CAHFSA.
5. In the performance of their functions the staff of the Secretariat shall neither seek nor receive instructions from any source external to CAHFSA.

Article XV

Functions of the Chief Executive Officer

1. Subject to the directions of the Board the Chief Executive Officer shall perform the following functions –
 - (a) liaise with the relevant national, regional and international organisations and private sector bodies to ensure successful management and operations of CAHFSA;
 - (b) liaise with the Technical Advisory Committees and other agencies, organisations, and national contact points in the planning and development of regional programmes, positions, representations and recommendations on agricultural health and food safety;
 - (c) liaise with the relevant Technical Advisory Committee to ensure integrity of recommendations to the Board;

- (d) make recommendations for appointment of other staff with due consideration to qualification and experience in the critical areas of animal and plant health, food safety and project management;
- (e) manage the daily operations of CAHFSA;
- (f) ensure good accounting practices in the Secretariat;
- (g) submit to the Board an annual report, which includes audited financial statements;
- (h) prepare the annual budget and work programme of CAHFSA for submission to the Board; and
- (i) undertake any other function as may be determined by the Board.

2. The Chief Executive Officer may establish committees as may be necessary to recommend protocols, guidelines, measures, standards and regulations to the Board.

Article XVI

Legal and Administrative Arrangements

Where the Board endorses a recommendation made in relation to protocols, guidelines, measures, standards or regulations and commends it to COTED for approval, the Contracting Parties shall, upon the approval of COTED, adopt appropriate legal and administrative arrangements to give effect to the decision within their respective jurisdictions.

Article XVII

Conduct of Risk Assessments

1. The Chief Executive Officer shall recommend, for the endorsement of the Board pursuant to Article XVI, protocols for the conduct of regional and international risk assessments, including site visits and the composition of the assessment team. In the development of such protocols, due regard shall be given to international guidelines and norms for the conduct of risk assessments.

2. Risk assessments may be initiated by a mandate of COTED, by a Contracting Party or on the recommendation of the Chief Executive Officer.

3. Risk assessments shall be conducted in non-Contracting Parties with the approval of COTED.

4. The Chief Executive Officer shall convey the findings of the risk assessment to the initiating party as soon practicable.

5. Contracting Parties in which a risk assessment is being conducted shall provide and facilitate access to all relevant information.

Article XVIII

Funding

1. The revenues of CAHFSA shall consist of the following –
 - (a) contributions of Members and Associate Members as determined by the Conference of Heads of Government of the Community;
 - (b) donations or grants from sources approved by the Board; and
 - (c) fees derived from the conduct of consultancy, investigations, training courses and other services performed by CAHFSA;
2. Notwithstanding paragraph 1 (b) the Board shall not approve grants or donations required to be applied in a manner which would cause discrimination among Contracting Parties in a manner contrary to the Treaty.
3. Members whose contributions to the budget of CAHFSA are in arrears by more than two years shall lose the right to vote and to hold office in CAHFSA. The right to vote and hold office shall be reinstated for such Members once their arrears of contributions do not exceed two years.
4. Associate Members whose contributions to the budget of CAHFSA are in arrears by more than two years shall lose the right to participate in the work of CAHFSA. The right to participate in the work of CAHFSA shall be reinstated for such Members once their arrears of contributions do not exceed two years.

Article XIX

Privileges and Immunities

1. The privileges and immunities to be recognised and granted by Contracting Parties in connection with CAHFSA shall be set out in a Protocol to this Agreement.
2. The privileges and immunities to be recognised and granted by the Contracting Party in which the Headquarters of CAHFSA will be located shall be set out in a Agreement between that Contracting Party and CAHFSA.

Article XX

Arbitration

1. Any difference between the Contracting Parties arising out of the interpretation or application of this Agreement, which is not related to the interpretation or application of the Treaty, or 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 any 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.
3. Where any party fails to appoint an arbitrator under paragraph 2 the other party may request the Secretary-General to appoint an arbitrator within ten days.

4. Where the two arbitrators appointed under paragraph 2 fail to appoint a third arbitrator either party may request the Secretary-General to appoint an arbitrator within ten days.

5. The arbitral tribunal shall establish its own rules of procedure.

Article XXI

Signature

This Agreement shall be open for signature by the States and Territories referred to in paragraphs 1 and 2 of Article IV.

Article XXII

Entry into Force

This Agreement and any agreement supplementary thereto shall enter into force immediately upon signature by representatives of the Governments of seven Members.

Article XXIII

Amendments

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

2. An amendment to this Agreement shall enter into force one month after the date on which the last Contracting Party has signed the Amendment or such other date as the Amendment may provide.

Article XXIV

Depository

This Agreement and any amendment thereto shall be deposited with the Secretary General who shall transmit certified copies thereof to the Contracting Parties.

Article XXV

Accession

1. After its entry into force any Member or Associate Member of the Community may accede to this Agreement.

2. Instruments of accession shall be deposited with the Depository who shall forward certified true copies to all Contracting Parties notifying them of the dates of deposit of the instruments of accession.

Article XXVI

Withdrawal

1. Any Party to this Agreement may withdraw therefrom by giving notice in writing to the CARICOM Secretariat.
2. Notices of withdrawal shall take effect one year after being communicated to the CARICOM Secretariat.
3. A Contracting Party withdrawing from this Agreement shall honour all obligations assumed by it before the effective date of its withdrawal.

Article XXVII

Replacement

This Agreement replaces the Agreement Establishing the Caribbean Agricultural Health and Food Safety Agency, which was signed on the 12th day of March, 2010 in Roseau, Dominica by the Governments of Antigua and Barbuda, The Bahamas, Barbados, Belize, the Commonwealth of Dominica, Grenada, the Co-operative Republic of Guyana, St Kitts and Nevis, the Republic of Suriname and the Republic of Trinidad and Tobago, and which shall remain in force until the entry into force of this Agreement pursuant to Article XXII.

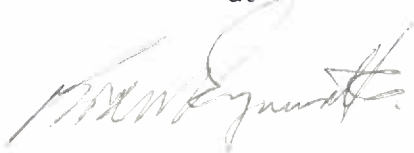
IN WITNESS WHEREOF the undermentioned representatives duly authorised execute this Agreement.

Done at

on the day of

Signed by

for the Government of Antigua and Barbuda on the day of
at



Signed by

for the Government of The Bahamas on the 25th day of FEBRUARY 2011
at ST. GEORGE, GRENADA

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 the Commonwealth of Dominica on the day of

at

Signed by

Tillman Thomas

for the Government of Grenada on the 26th day of FEBRUARY, 2011

at ST. GEORGE, GRENADA

Signed by

René Heval

for the Government of Haiti on the 25th day of FEBRUARY, 2011

at ST. GEORGE, GRENADA

Signed by

B. Rodrigues - Brubaker

for the Government of the Co-operative Republic of Guyana on the 26th day of

February 2011 at St. George's, Grenada.

Signed by

for the Government of Jamaica on the day of


at

Signed by

for the Government of Montserrat on the day of

at

Signed by


for the Government of Saint Lucia on the 25th day of February 2011
at St. Georges, Grenada

Signed by


for the Government of St. Kitts and Nevis on the 25th day of FEBRUARY 2011
at ST GEORGE, GRENADA

Signed by

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

Signed by


for the Government of The Republic of Suriname on the day of
at

Signed by

for the Government of The Republic of Trinidad and Tobago on the day of
at