

**UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND (ON BEHALF
OF ANTIGUA, BARBADOS, BRITISH GUIANA,
BRITISH HONDURAS,
BRITISH VIRGIN ISLANDS, CAYMAN ISLANDS,
DOMINICA, GRENADA,
MONTSERRAT, SAINT CHRISTOPHER, NEVIS AND
ANGUILLA, SAINT LUCIA and SAINT VINCENT),
JAMAICA and TRINIDAD AND TOBAGO**

**Agreement in respect of the Caribbean Meteorological Service
(with annexes). Adopted by the Caribbean Meteorological
Council at its Fifth Meeting held at Port-of-Spain on
8 December 1965**

Official text : English.

Registered by Trinidad and Tobago on 12 July 1967.

**ROYAUME-UNI DE GRANDE-BRETAGNE
ET D'IRLANDE DU NORD (AU NOM
D'ANTIGUA, DE LA BARBADE, DE LA GUYANE
BRITANNIQUE, DU HONDURAS BRITANNIQUE, DES
ÎLES VIERGES BRITANNIQUES, DES
ÎLES CAÏMANES, DE LA DOMINIQUE,
DE LA GRENADE, DE MONTSERRAT,
DE SAINT-CHRISTOPHE-ET-NIÈVES
ET ANGUILLA, DE SAINTE-LUCIE et DE SAINT-VINCENT),
JAMAÏQUE et TRINITÉ-ET-TOBAGO**

**Accord concernant le Service météorologique des Antilles
(avec annexes). Adopté par le Conseil météorologique
des Antilles à sa cinquième réunion, tenue à Port of
Spain le 8 décembre 1965**

Texte officiel anglais.

Enregistré par la Trinité-et-Tobago le 12 juillet 1967.

No. 8680. AGREEMENT¹ BETWEEN THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND (ON BEHALF OF ANTIGUA, BARBADOS, BRITISH GUIANA, BRITISH HONDURAS, BRITISH VIRGIN ISLANDS, CAYMAN ISLANDS, DOMINICA, GRENADA, MONTSERRAT, SAINT CHRISTOPHER, NEVIS AND ANGUILLA, SAINT LUCIA AND SAINT VINCENT), JAMAICA AND TRINIDAD AND TOBAGO IN RESPECT OF THE CARIBBEAN METEOROLOGICAL SERVICE. ADOPTED BY THE CARIBBEAN METEOROLOGICAL COUNCIL AT ITS FIFTH MEETING HELD AT PORT-OF-SPAIN ON 8 DECEMBER 1965

WHEREAS on the dissolution of the Federation of The West Indies the Interim Commissioner for The West Indies took over and continued The West Indies Meteorological Service previously administered by the Government of the Federation until some more permanent arrangement could be made with respect to its future;

AND WHEREAS the Common Services Conference convened by the Interim Commissioner for The West Indies in Trinidad and Tobago in July, 1962, discussed the future of that Service and agreed upon certain proposals, including the proposal that the existing Meteorological Service should continue to be operated as one organisation for a period of six years commencing on the 1st September, 1962;

AND WHEREAS the Common Services Conferences further decided that the proposed arrangement in respect of the future of the Meteorological Service should be embodied in a formal agreement between the participating Governments, providing for the establishment of the Service and the obligations of the various Governments in relation to it;

NOW THEREFORE the Governments of Antigua, Barbados, British Guiana, British Honduras, the British Virgin Islands, the Cayman Islands, Dominica, Grenada, Montserrat, Saint Christopher, Nevis and Anguilla, Saint Lucia and Saint Vincent acting with the authority and consent of the Government of the United Kingdom, and the Governments of Jamaica and Trinidad and Tobago,

¹ Came into force on 2 April 1966, the date on which the last of the signatory Governments signed the Agreement, in accordance with article XIV.

desiring to give effect to the decision of the Common Services Conference that a formal agreement should be concluded between the Governments continuing to participate in the Meteorological Service, hereby agree as follows :

Article I

INTERPRETATION

In this Agreement, unless the context otherwise requires—

“ Annex ” means an annex to this Agreement;

“ the appointed day ” means the 1st day of January, 1963;

“ Article ” means an article of this Agreement;

“ central expenditure ” in respect of a financial year means expenditure in respect of that financial year on the items set out in paragraph (13) of Article V;

“ the Council ” means the Caribbean Meteorological Council;

“ Director-General ” means the officer appointed in accordance with paragraphs (1) and (6) of Article VIII;

“ financial year ” means a period of twelve months commencing on the 1st day of January;

“ a main meteorological office ” means a meteorological office which is competent to—

(a) prepare forecasts;

(b) supply meteorological information and briefing to aeronautical personnel;

(c) supply meteorological information, including forecasts, to other meteorological offices;

“ participating Governments ” means the Governments which are from time to time parties to this Agreement;

“ the Service ” means the Caribbean Meteorological Service;

“ the Territories ” means those of the states or territories set out below, (with their respective dependencies, if any), the Governments of which are participating Governments, that is to say—

(a) Antigua;

(b) Barbados;

(c) British Guiana;

(d) British Honduras;

(e) The British Virgin Islands;

(f) The Cayman Islands;

(g) Dominica;

(h) Grenada;

- (i) Jamaica;
 - (j) Montserrat;
 - (k) Saint Christopher, Nevis and Anguilla;
 - (l) Saint Lucia;
 - (m) Saint Vincent;
 - (n) Trinidad and Tobago; and
any other states or territories the Governments of which are participating Governments;
- “ Territory ” means any of the Territories.

Article II

THE SERVICE, ITS ESTABLISHMENT, FUNCTIONS AND CONSTITUENT PARTS

(1) There shall remain established a regional Meteorological Service to be known from the appointed day as the Caribbean Meteorological Service.

(2) With effect from the appointed day the Service shall be regulated and administered in accordance with the provisions hereinafter contained in this Agreement.

(3) The functions of the Service shall be those set out in Annex I.

(4) The Service shall consist of a Headquarters Unit which shall be based in Trinidad and Tobago or in such other place as the Council may from time to time determine and such main and other meteorological offices as the participating Governments may from time to time maintain in the Territories.

Article III

FULL MEMBER AND ASSOCIATE MEMBER GOVERNMENTS

(1) For the purpose of this Agreement :

- (a) a full member Government is a participating Government which maintains one or more main meteorological offices;
- (b) an associate member Government is a participating Government which does not maintain a main meteorological office.

(2) The Council may at any time admit any Government to participate in this Agreement as a full member Government or an associate member Government, the annual payment to be made in the first instance towards the defrayment of central expenditure by a Government admitted to participate as an associate member Government being determined by the Council.

(3) A full member Government shall not be entitled to withdraw from the Agreement without the consent of the other full member Governments.

(4) An associate member Government may withdraw from this Agreement on giving six months notice to the Council of its intention to withdraw.

Article IV

RESPONSIBILITY FOR THE SERVICE

(1) Subject to the provisions of this Agreement, the responsibility for the Headquarters Unit as well as the general responsibility for the Service shall as from the appointed day vest in a Council to be known as the Caribbean Meteorological Council constituted in the manner hereinafter provided.

(2) The Council shall consist of representatives of the participating Governments, each such Government being entitled to nominate one representative.

(3) The Council shall meet at least once in every year and at such other times as may be necessary.

(4) At each meeting of the Council the members present shall elect a Chairman for the meeting but the Chairman shall not have a casting vote in addition to his original vote.

(5) Where at any meeting of the Council a difference of opinion exists on any matter, arising for decision, the decision of the majority of the members present shall be the decision of the Council; provided that such decision shall not commit any participating Government to expenditure except with the agreement of that Government, nor limit the discretion of any lesser number of Governments than those whose representatives comprise the full Council to implement by mutual agreement any meteorological project submitted for consideration by the Director-General, whether or not such project is intended to be administered by the Headquarters Unit.

(6) Subject to paragraphs (4) and (5) of this Article, the Council shall regulate its own procedure.

(7) Subject to the provisions of this Agreement, the Council may delegate to any member or members thereof, or to the Director-General any of its functions under this Agreement, other than its general responsibility for the Service or its responsibility for the Headquarters Unit.

(8) Subject to the provisions of this Agreement the Council may delegate to the Director-General the responsibility for incorporating the Council or the Headquarters Unit or the Council and the Headquarters Unit. Provided, however, that this responsibility shall be exercisable only with the consent of and in consultation with the Government of the territory in which the said Headquarters Unit is sited for the time being.

(9) Subject to the provision of this Agreement, the Council may by resolution empower the representative on the Council referred to in paragraph (2) of

Article IX, and the Director-General to act as trustees for and on behalf of the Council or the Headquarters Unit or the Council and the Headquarters Unit.

Article V

FINANCIAL ARRANGEMENTS, GENERAL

(1) There shall be paid to the Headquarters Unit on behalf of the Council in respect of each of the financial years 1963, 1964, 1965 and 1966 the sum of eleven thousand seven hundred and eighty-one pounds five shillings sterling (£11,781 5s.) or any greater sum which the Council may determine subject to the provisions of paragraph (5) of Article IV of this Agreement; and of each sum each associate member Government shall contribute the amount set out in respect of that Government in Part I of Annex II or the amount determined by the Council, as the case may be, and the full member Governments shall pay the remainder thereof in equal shares.

(2) For purposes of paragraph (1) of this Article the Government of the Bahamas, which participated in the facilities of the Headquarters Unit in 1963, shall be deemed to have been a full member Government throughout the financial year 1963; the Government of Barbados shall be deemed to be a full member Government with effect from 1st January, 1964; and the Government of the Cayman Islands shall be deemed to be an associate member Government with effect from 1st January, 1965.

(3) Payments under paragraph (1) of this Article in respect of a financial year shall be used for the defrayment of the expenses of the Headquarters Unit in respect of that financial year and any excess shall be retained by the Headquarters Unit on behalf of the Council and applied for such purposes as the Council may determine.

(4) In addition to payments under paragraph (1) of this Article, the Council may require, subject to the provisions of paragraph (5) of Article IV of this Agreement, payments to be made for the defrayment of expenditure on any regional meteorological project which the Council may decide to regard as part of the central expenditure of the Service.

(5) Unless otherwise decided by Council, payments in terms of paragraph (4) of this Article shall be *pro rata* to payments to the Headquarters Budget.

(6) Nothing in paragraph (4) and (5) of this Article shall be construed as preventing the entrustment to the Director-General by the Council of the financial administration of any regional meteorological project, whether or not this project is treated as forming an integral part of the Headquarters Budget and independently of the means by which the Council may decide that it shall be financed.

(7) The responsibility to provide interim finance pending the receipt of payments and contributions required to be made in respect of any regional meteorological project administered by the Director-General shall lie with the Government in whose territory the project is located or shall be determined by the Council subject to the provisions of paragraph (5) of Article IV of this Agreement.

(8) For purposes of paragraphs (4), (5) and (6) of this Article, the Government of the Bahamas shall be deemed to have been a participating Government until 30th June, 1963; and the Government of Barbados shall be deemed to have been an associate member Government up to and including 30th June, 1963, and to have been a full member Government thereafter. The sums to be paid for the defrayment of the expenditure of the Headquarters Unit in respect of the financial year 1967 and subsequent financial years and their apportionment among the participating Governments shall be determined in the course of the review of this Agreement to be held in the last quarter of the year 1966.

(9) Any amount required under this Agreement to be paid by a participating Government towards the defrayment of expenditure of the Headquarters Unit in respect of a financial year shall be paid one half thereof on or before the fifteenth day of January in the financial year and the other half on or before the fifteenth day of July in the same year.

(10) Each associate member Government shall pay in respect of each financial year to the appropriate full member Government the amount set out in respect of that associate member Government in Part I of Annex II, every such payment being on account of the meteorological service provided by the full member Government to the associate member Government through its main meteorological office; provided that where such meteorological service ceases during the course of a financial year, the payment in respect of that year shall bear the same proportion to the amount set out in Part I of Annex II as the period during which meteorological service was provided in that year bears to a full year. The full member Government appropriate to each associate member Government as at 1st January, 1963, is set out in Part II of Annex II hereof which may be amended by Council from time to time as circumstances require.

(11) (a) No full member Government shall be entitled to terminate or abridge the meteorological service provided by it to or on behalf of an associate member Government so long as that Government both maintains its payments to the full member Government under this Agreement, and provides the full member Government with regular and adequate observations from its territory to support the meteorological service provided.

(b) In case of any disagreement between the full member Government and the associate member Government as to the adequacy of meteorological

observations or meteorological service provided under sub-paragraph (a) of this paragraph, the matter in dispute shall be referred to the Council after consultation with the Director-General.

(c) Where an associate member Government requests increased meteorological service from a full member Government, the full member Government concerned, in consultation with the Director-General, may require to be provided with additional meteorological observations from the territory of the associate member Government as a condition of providing such additional service. In any such case in which increased meteorological service is requested by an associate member Government from a full member Government, the full member Government may request Council to review the annual payment made to it by the associate member Government.

(12) The Director-General shall, in the year preceding each financial year, prepare an estimate of expenditure on the Headquarters Unit in respect of such financial year and shall submit that estimate to the Council for approval and the Council may approve such estimate if it does not exceed the amount of funds which will be available to the Council for the defrayment of expenditure on the Headquarters Unit in respect of such financial year under this Agreement.

(13) For purposes of this Agreement central expenditure in respect of any financial year shall comprise the expenses of paying, in respect of that financial year, the salaries and any other payments required to be made in respect of officers serving in the Headquarters Unit, the rent of office accommodation therefor, miscellaneous expenses in respect of its proper functioning and any contribution required to be paid to the World Meteorological Organization, the expenses of any regional project approved by Council for incorporation in the Headquarters Accounts, and the expenses of any project of which the financial administration is entrusted to the Director-General under the provisions of paragraph (6) of this Article.

Article VI

FINANCIAL ARRANGEMENTS, COUNCIL MEMBERS

Each participating Government shall bear all the expenses of its representative's participation in the business of the Council.

Article VII

ARRANGEMENTS FOR PARTS OF SERVICE OTHER THAN HEADQUARTERS

(1) Each participating Government shall be entitled to decide on the meteorological facilities which it requires from time to time in its territory and shall meet or make its own provision for meeting all costs and expenses whatsoever in

respect of any alteration, extension or other modification or improvement to meteorological facilities as they exist from time to time.

(2) Subject to the provisions of this Agreement with respect to central expenditure, each participating Government shall meet all costs and expenses whatsoever in respect of any part of the Service operating in its territory.

Article VIII

STAFF AND RELATED MATTERS

(1) There shall be an office of Director-General of the Service and such other offices in respect of the Headquarters Unit as the Council may from time to time determine and the emoluments of the said offices shall be those fixed by the Council from time to time.

(2) The offices in respect of the other part of the Service, their designation and number and the emoluments thereof, shall be a matter for determination by the participating Governments, each such Government having regard to the needs of its territory.

(3) Persons serving in the Service on pensionable terms shall be on the pensionable establishment of one or other of the participating Governments but shall be liable to be posted from one Territory to another to serve in the Headquarters Unit or to serve, on temporary assignment or permanent transfer (on promotion or otherwise), in some other part of the Service.

(4) Inter-territorial postings on temporary assignment shall be the responsibility of the Director-General and the participating Governments shall co-operate so as to enable the Director-General to carry out this function :

Provided that a posting on temporary assignment shall not normally exceed one year's duration, or, in the case of such a posting owing to an officer's absence on a course of training, two years.

(5) Inter-territorial postings on permanent transfer shall be effected by the participating Governments concerned with due regard being paid to the recommendations of the Director-General.

(6) The selection of a person permanently to fill the office of Director-General or to perform the duties of the Director-General on a temporary or acting basis, shall be a matter for the Council, its wishes to be given effect to by the participating Governments, and where any person selected to fill that office permanently is already serving in the public service of a Territory on pensionable terms, the participating Government concerned shall create the office of Director-General of the Service on its pensionable establishment in order that such person may be appointed to it and posted to serve in that office in the Headquarters Unit.

- (7) Other appointments in the Headquarters Unit may be made either by :
- (a) the Council, its wishes to be given effect by the participating Governments, if necessary in a manner similar to that specified in paragraph (6) of this Article; or
 - (b) the secondment, in consultation with the Director-General, of appropriate officers in the service of the Government of the country in which the Headquarters is located; or
 - (c) the Director-General on a temporary basis with the approval of the Council representative of the Government specified in sub-paragraph (7) (b) of this Article.

Article IX

HEADQUARTERS UNIT

(1) The Director-General shall be responsible to the Council for the proper functioning of the Headquarters Unit, ensuring in the discharge of this responsibility that there is compliance with any general or special orders or directions that may be issued by the Council from time to time.

(2) The Director-General shall consult on any urgent matter of policy the representative on the Council of the Government of the Territory in which the Headquarters Unit is from time to time based.

(3) In addition to the other functions of the Headquarters Unit under this Agreement, the Headquarters Unit shall have the functions of :

- (a) advising the participating Governments generally on all aspects of meteorology, including the maintenance of proper meteorological standards and the training of meteorological personnel, and advising individual participating Governments on request;
- (b) advising the participating Governments with respect to, and co-ordinating representation at, meetings of the World Meteorological Organization and other international organisations;
- (c) advising the participating Governments and the Council with respect to aid from external sources;
- (d) supervising regional projects of which the expenditure is included in central expenditure.

Article X

RESPONSIBILITIES OF GOVERNMENT IN WHICH HEADQUARTERS BASED

In addition to its other responsibilities under this Agreement, it shall be the responsibility of the Government of the Territory in which The Headquarters

Unit is from time to time based to provide for that Unit facilities for the collection and holding of revenue, for interim finance within the approved estimates of the Headquarters Unit pending the receipt of contributions and payments required under this Agreement to be made in relation thereto, for the provision of quarters at official rents to senior officers not domiciled in its Territory who are from time to time posted to serve in the Headquarters Unit, for the audit of accounts, for the giving of legal advice and for other like matters.

Article XI

IMPLEMENTATION OF AGREEMENT

Each participating Government shall enact any legislation necessary to implement this Agreement and otherwise for the fulfilment of its obligations hereunder and shall do all such other things as may be necessary to give effect to its provisions.

Article XII

ARBITRATION

If any dispute or difference shall arise between the Council and any participating Government or between one such Government and another touching or concerning any article, matter, or thing whatsoever herein contained, or the operation or construction thereof, or any matter or thing in any way connected with this Agreement or the rights, duties or liabilities of either party under or in connection with this Agreement, the same shall be referred to an Arbitrator appointed by the parties to the dispute by whose decision each party shall be bound. Should the parties fail to agree on the appointment of such Arbitrator the Secretary-General of the United Nations shall be requested to appoint an Arbitrator by whose decision each party shall be bound.

Article XIII

REGISTRATION

This Agreement shall be deposited with a full member Government with the consent of that Government whose responsibility it shall be to have the Agreement registered with the United Nations.

Article XIV

DURATION AND REVIEW OF AGREEMENT

Subject to the provisions herein contained, this Agreement shall remain in force until the 31st day of December, 1968 in the first instance but it shall be reviewed in the last quarter of the year 1966 on a date to be fixed by the Council.

This Agreement shall enter into force on the date on which the last of the signatory Governments shall have signed it.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective Governments have signed this Agreement on the dates appearing opposite their signatures.

For the Government of Antigua :

Lionel HURST
30-3-66

For the Government of Barbados :

Errol W. BARROW
8th Dec. 1965

For the Government of British Guiana :

Mohammed KASIM
8th Dec. 1965

For the Government of British Honduras :

Hector D. SILVA
14/3/66

For the Government of the British Virgin Islands :

M. S. STAVELY
1st April 1966

For the Government of the Cayman Islands :

A. BUSH
8/12/65

For the Government of Dominica :

Mabel MON JAMES
29/3/66

For the Government of Grenada :

W. Eric COPLAND
23/12/65

For the Government of Jamaica :

N. Cleveland LEWIS
14/12/65

For the Government of Montserrat :

W. H. BRAMBLE
8/12/65

For the Government of St. Christopher, Nevis and Anguilla :

F. T. WILLIAMS
2/4/66

For the Government of St. Lucia :

J. M. D. BOUSQUET
8/12/65

For the Government of St. Vincent :

J. L. CHAPMAN
28 Mar. 66

For the Government of Trinidad & Tobago :

Kamaluddin MOHAMMED
8/12/65

ANNEX I

The functions of the Service shall comprise—

- (a) meteorological service to civil aviation;
- (b) provision, in co-operation with the United States Weather Bureau or any other like organization, of an efficient hurricane warning system;
- (c) provision of meteorological information and advice to Government departments, new industries, public corporations, the press, radio and general public;
- (d) Collection and analysis of all meteorological data available in the area and publication of results;
- (e) co-operation with other meteorological services, particularly those in and neighbouring the Caribbean;

(f) participation in the work of the appropriate international organizations particularly the World Meteorological Organization and the International Civil Aviation Organization;

(g) carrying out of basic scientific observations such as measurement of solar radiation, &c. of benefit to the area;

(h) participation in work in Applied Meteorology, Agricultural Meteorology, Hydrology, and associated research of direct interest to the area;

(i) co-operation with all relevant scientific institutions within the area; and

(j) such other ancillary or auxiliary functions as the Council may from time to time determine.

ANNEX II

PART I

<i>Associate member Government</i>	<i>Contribution (in Sterling and W.I. dollar equivalent)</i>			
	£	s.	d.	\$ c.
British Guiana	937	10	0	4,500 00
British Honduras	375	0	0	1,800 00
British Virgin Islands	31	5	0	150 00
Antigua	75	3	3½	360 79
Barbados	1,125	0	0	5,400 00
Cayman Islands	200	0	0	960 00
Dominica	95	13	1½	459 15
Grenada	99	17	9	479 46
Montserrat	15	7	1	73 70
St. Christopher, Nevis and Anguilla	96	19	7½	465 51
St. Lucia	102	8	6	491 64
St. Vincent	77	0	7½	369 75

PART II

<i>Associate member Government</i>	<i>Full member Government</i>
British Guiana	Trinidad and Tobago
British Honduras	Jamaica
Cayman Islands	Jamaica
Antigua	Trinidad and Tobago
Barbados	Trinidad and Tobago
Dominica	Trinidad and Tobago
Grenada	Trinidad and Tobago
Montserrat	Trinidad and Tobago
St. Christopher, Nevis and Anguilla	Trinidad and Tobago
St. Lucia	Trinidad and Tobago
St. Vincent	Trinidad and Tobago

8th December, 1965