

No. 26365

**CAB INTERNATIONAL
and
TRINIDAD AND TOBAGO**

Memorandum of Understanding for collaboration in matters of mutual interest (with schedule). Signed at Trinidad on 28 October 1988

Authentic text: English.

Registered by CAB International on 29 December 1988.

**CAB INTERNATIONAL
et
TRINITÉ-ET-TOBAGO**

Mémoire d'accord relatif à la collaboration pour des questions d'intérêt commun (avec annexe). Signé à la Trinité le 28 octobre 1988

Texte authentique : anglais.

Enregistré par CAB international le 29 décembre 1988.

MEMORANDUM OF UNDERSTANDING¹ BETWEEN THE GOVERNMENT OF THE REPUBLIC OF TRINIDAD AND TOBAGO AND CAB INTERNATIONAL (CABI), WALLINGFORD, UNITED KINGDOM, FOR COLLABORATION IN MATTERS OF MUTUAL INTEREST

AGREEMENT

PREAMBLE

Whereas CAB International is an intergovernmental organisation providing scientific and related services, information and training in agriculture and allied sciences, with headquarters situated at Wallingford, United Kingdom, and

Whereas the Government of the Republic of Trinidad and Tobago, hereinafter referred to as “the Government”, is a member of CAB International, and

Whereas the Government and CAB International desire to cooperate in the establishment of a Regional Centre, and

Whereas the Government assures CAB International of such support as it may be able to give in the expansion of its work programs in Trinidad and Tobago and the Region, and

Whereas under its Constitution CAB International shall enjoy in the territories of each member government such privileges and immunities as may be necessary to enable it to fulfil its purpose and carry out the function entrusted to it, and

Whereas the Government of Trinidad and Tobago is willing to grant such privileges and immunities,

Now, therefore, the Government of Trinidad and Tobago and CAB International, parties to this Agreement, have agreed as follows:

Article I. DEFINITION

(a) “Regional Centre” means the Regional Centre of the CAB International and includes any buildings and the land ancillary thereto as may be utilised for the purposes of such Regional Centre.

(b) “Head of Regional Centre” is the person designated as Regional Representative by CAB International with the duty of managing the Regional Centre.

(c) “Officers and staff of the Regional Centre” means any member of the international staff of CAB International including personnel contracted by CAB International stationed in Trinidad and Tobago.

(d) “Property” means all assets including buildings, funds, income and rights.

¹ Came into force on 28 October 1988 by signature, in accordance with article XIII (a).

(e) "The Government" means the Government of the Republic of Trinidad and Tobago.

(f) "CAB International" includes the Institutes, Bureaux, Regional Centres and Offices belonging to it.

(g) "Dependant children" means children, including step-children and legally adopted children, being under the age of 18 and unemployed and shall include children beyond the age of 18 if they are mentally or physically incapacitated.

Article II. ESTABLISHMENT OF REGIONAL CENTRE

1. CAB International hereby undertakes to reconstitute and maintain the CIBC Station at Curepe as a Regional Centre. The Regional Centre will provide scientific and related services and information in agriculture and allied sciences in Trinidad and Tobago and in the region.

2. The Government hereby undertakes to grant security of tenure to CAB International by way of grant of leasehold title, to the land described in the Schedule attached hereto for the use and occupancy of the Regional Centre.

3. The Regional Centre shall be headed by a Regional Representative appointed by CAB International and staffed by such other personnel as may be appointed by CAB International.

Article III. LEGAL STATUS

1. CAB International shall have legal personality and, in particular, shall have the capacity:

(a) To contract;

(b) To acquire and dispose of immovable and movable property; and

(c) To institute legal proceedings.

Article IV. IMMUNITY AND PROTECTION OF THE REGIONAL CENTRE

1. CAB International and its property shall enjoy immunity from suit and legal process, except in respect of a civil action for damage alleged to have been caused by a motor vehicle belonging to or operated on behalf of CAB International or in respect of a traffic offence involving that motor vehicle.

2. Property of CAB International shall be immune from search, requisition, confiscation and expropriation.

3. The Regional Centre shall be inviolable and shall be under the control and authority of CAB International.

4. All records, correspondence, documents and other material of the Regional Centre shall be inviolable.

5. All communications to and from the Regional Centre shall be immune from censorship or interference with their privacy.

Article V. PROPERTY OF CAB INTERNATIONAL

1. CAB International, its property and its operation and transactions shall be exempt from:

(a) All income or corporate tax and taxes, duties or rates (other than such as represent payment for specific services).

(b) All customs duties and taxes on any goods, articles, spare parts, publications, films and sound recordings and specimens imported or exported by CAB International for its official use, and any obligation for the payment, withholding or collection of any customs duties. Any goods and articles imported under such exemption may not be disposed of except with the approval of the Government.

(c) All prohibitions and restrictions on the import and export of items mentioned in paragraph (b) except for required quarantine procedures. The Regional Centre shall consult the Ministry of Food Production, Marine Exploitation, Forestry and the Environment to inform itself of the quarantine requirements and procedures for specimens to be imported, and to obtain the Ministry's approval if necessary.

(d) All duties and taxes in respect of the importation or acquisition of motor vehicles in accordance with the terms and conditions under which international organisations in the Republic of Trinidad and Tobago are permitted to import motor vehicles or acquire them locally.

Article VI. FINANCIAL FACILITIES

The Government shall grant to the Centre facilities for the opening and maintenance of an external account in any Commercial Bank in Trinidad and Tobago in accordance with Foreign Exchange Control Regulations.

Article VII. ACCESS AND RESIDENCE

1. The "Director General" of CAB International and members of staff of the Regional Centre together with their spouses and children dependant on them, shall be immune from immigration restrictions and alien registration.

2. Applications for visas, where required, from officials of CAB International, when accompanied by a Certificate testifying, that they are travelling on the business of CAB International, shall be dealt with as speedily as possible.

Article VIII. PRIVILEGES AND IMMUNITIES

1. The officers and staff of the Regional Centre shall enjoy the following privileges and immunities:

(a) Immunity from suit and legal process in respect of acts or omissions by them in the course of the performance of official duties. This shall also apply to other members of staff of the Regional Centre.

(b) Exemption from taxation on or in respect of the salaries and emoluments paid by CAB International.

(c) Exemption from direct taxation on income derived from sources outside Trinidad and Tobago.

(d) In the event of the death of an officer or member of staff of the Regional Centre or his spouse or dependant child then living with him, the Government shall impose no impediment to the export of movable property of the deceased, with the exception of any property acquired in the country the export of which is prohibited at the time of his death. Estate, succession and inheritance duties or taxes shall not be levied on movable property the presence of which in Trinidad and Tobago is due solely to the presence of the deceased as an officer or staff of the Regional Centre or as a member of his family.

(e) Repatriation facilities in time of international crises, together with their spouses and dependant children as are no less favourable than those accorded to officials of comparable rank in other international organisations.

(f) The right to import free of duty and taxes their furniture and personal effects within six months of the time of first taking up their post at the Regional Centre. The importation or acquisition of motor vehicles shall be governed by the terms and conditions under which officials of comparable rank of international organisations are permitted to import motor vehicles or acquire them locally; and

(g) The privileges and immunities described in subparagraphs (b), (c), (d), (e) and (f) shall not apply to nationals of Trinidad and Tobago employed by the Regional Centre.

2. Officers and staff of the Regional Centre, their dependants and members of this household staff shall be exempt from national service obligations in Trinidad and Tobago. This exemption shall not apply to nationals of Trinidad and Tobago.

3. In addition to the immunities and privileges specified in paragraph 1 of this Article, the Regional Representative, his spouse and his dependant children shall be accorded the same immunity from suit, legal process and inviolability of residence and continuing privileges as are accorded to an envoy of a foreign sovereign power. (In the event of the Regional Representative being a national of Trinidad and Tobago the privileges and immunities referred to in this subparagraph would be subject to modification after agreement between the Government of Trinidad and Tobago and CAB International.)

4. The Government shall, by correspondence addressed to the Ministry of External Affairs and International Trade, be notified of:

- (a) The appointment of members of staff of the Regional Centre, their arrival and their final departure or the termination of their functions with the Regional Centre;
- (b) The arrival and final departure of a person belonging to the family of a member of staff of the Regional Centre, and where appropriate the fact that a person becomes or ceases to be a member of the family of a member of staff of the Regional Centre.

5. The privileges, immunities, exemptions and facilities accorded in this Agreement are granted in the interest of CAB International and not for the personal benefit of the individuals themselves. CAB International not only has the right but is under a duty to waive the immunity granted to any person, if in its opinion immunity would impede the course of justice and the waiver would not prejudice the purposes for which the immunities are accorded.

6. Without prejudice to their privileges and immunities, it is the duty of all members of staff of the Regional Centre enjoying such privileges and immunities to respect the laws and regulations of the Republic of Trinidad and Tobago. CAB International shall take every measure necessary to ensure that the privileges, immunities, exemptions and facilities conferred by this Agreement are not abused.

Article IX. SETTLEMENT OF DISPUTES

1. Any dispute between the Government and CAB International concerning the interpretation or application of this Agreement or any supplementary

agreement, or any question affecting the Regional Centre or its relationship between the Government and CAB International, which is not settled by negotiation or other agreed mode of settlement, shall be referred for final decision to a tribunal of three arbitrators; one to be appointed by the Government, one to be appointed by CAB International, and the third, who shall be chairman of the tribunal, to be chosen by the first two arbitrators. Should the first two arbitrators fail to agree upon the third, the Government and CAB International shall request the President of the International Court of Justice to choose the third arbitrator. A majority vote of the arbitrators shall be sufficient to reach a decision which shall be final and binding. The third arbitrator shall be empowered to settle all questions of procedure in any case where there is disagreement with respect thereto.

Article X. AMENDMENTS

1. This Agreement may be amended by agreement.

Article XI. INTERPRETATION

Where any dispute between the Government and CAB International concerning the interpretation of the Agreement is referred to a Tribunal in accordance with Article IX, the interpretation of the Tribunal shall be deemed part of the Agreement.

Article XII. MISCELLANEOUS

1. Nothing in this Agreement shall be [construed] so as to preclude the adoption of measures considered appropriate by the State of Trinidad and Tobago for its security.

Article XIII. ENTRY INTO FORCE, AMENDMENT AND TERMINATION

(a) This Agreement shall enter into force upon signature by the parties thereto.

(b) This Agreement may be terminated by either party upon written notice to the other party and shall terminate sixty days after receipt of such notice.

(c) At the termination of this Agreement, its provisions and the provisions of any separate protocol, contract or agreement made in respect of this Agreement shall continue to govern any unexpired and existing obligation, assumed or commenced thereunder and any such obligation or project shall be carried on to completion.

IN WITNESS WHEREOF the respective representatives of the parties have signed this Agreement.

DONE in duplicate at Trinidad this 28th day of October 1988.

For the CAB International:

[Signed — Signé]¹
Director General

For the Government
of the Republic of Trinidad
and Tobago:

[Signed — Signé]²
Minister of External Affairs
and International Trade

¹ Signed by Don Mentz — Signé par Don Mentz.

² Signed by Sahadeo Basdeo — Signé par Sahadeo Basdeo.

SCHEDULE

ALL AND SINGULAR that parcel of land situated at Gordon Street, St. Augustine, at present occupied by the CIBC, and bounded on the North by lands of the State; on the South by Gordon Street; on the East by lands of the State; and on the West by the Teak Plantation on lands of the State, together with the buildings erected thereon.

AGREED MINUTES

Representatives of the parties to the Agreement held negotiations on the Articles of Agreement on 28 October 1988 and agreed on the following clarifications:

Article II

(a) Instrument of leasehold title relating to the parcel of land described in the Schedule will be delivered by the Government of Trinidad and Tobago to CAB International within a period of two years from this date.

(b) The arrangements for continued financial support of the Regional Centre by CAB International shall be subject to the Centre achieving financial viability within a period of 5 years from this date.

(c) In the event that such viability is not achieved, CAB International retains the right to withdraw its organisation from the Republic of Trinidad and Tobago.

SIGNED on 28 October 1988 at Trinidad.

[Signed — Signé]¹

Authorised Representative
of Trinidad and Tobago

[Signed — Signé]²

Authorised Representative
of CAB International

¹ Signed by Sahadeo Basdeo — Signé par Sahadeo Basdeo.

² Signed by Don Mentz — Signé par Don Mentz.