

PARLIAMENT OFFICE,
Public Buildings,
Georgetown,
Guyana.

87—06—13.

The following Bill which has been introduced in the National Assembly is published for general information.

F. A. Narain,
Clerk of the National Assembly.



GUYANA

BILL No. 4. of 1987

CARIBBEAN AGRICULTURAL RESEARCH AND DEVELOPMENT INSTITUTE BILL 1987

ARRANGEMENT OF SECTIONS

SECTION

1. Short title.
2. Interpretation.
3. Certain provisions of Agreement to have force of law.
4. Certificate of Minister conclusive as to contents.
5. Financial provisions.
6. Restriction on use of name.
7. Amendment of Schedule.
8. Regulations.

SCHEDULE

A BILL

Intituled

AN ACT to provide for the implementation by Guyana of the Agreement establishing the Caribbean Agricultural Research and Development Institute.

A.D. 1987

Enacted by the Parliament of Guyana:—

Short title.

1. This Act may be cited as the Caribbean Agricultural Research and Development Institute Act 1987.

Inter-pretation.

2. (1) In this Act —

(a) “Agreement” means the Agreement establishing the Caribbean Agricultural Research and Development Institute set out in the Schedule;

(b) “Institute” means the Caribbean Agricultural Research and Development Institute established by the Agreement.

Schedule

(2) The reference in paragraph 1 of Article 15 of the Agreement to the effect that the Institute shall possess full juridical personality shall be construed as meaning that the Institute is a body corporate.

Certain provisions of Agreement to have force of law.

3. Article 15 of the Agreement shall have the force of law in Guyana.

Certificate of Minister conducive as to contents.

4. If in any proceedings a question arises as to the entitlement of the Institute or any other person to any immunities or privileges under the Agreement, a certificate issued by or under the authority of the Minister to the effect that the Institute or other person is or is not entitled shall be conclusive evidence of the fact.

Financial provisions.

5. (1) All sums required to be paid by the Government for the purpose of meeting the obligations of Guyana under the Agreement are charged on the Consolidated Fund.

(2) All sums received by the Government from the Institute shall be paid into the Consolidated Fund.

Restriction on use of name.

6. A person who without the consent in writing of the Minister, uses in connection with any trade or business the name, “Caribbean Agricultural Research and Development Institute” or any name so nearly resembling it as to be likely to deceive is guilty of an offence and is liable on summary conviction to a fine of four thousand dollars and to imprisonment for a term of twelve months.

7.(1) Where Guyana becomes a party to any agreement to amend the Agreement the Minister may, by order, amend the Schedule by including therein the amendment. ^{Amendment of Schedule}

(2) An order made under subsection (1) may contain such consequential, supplemental or ancillary provisions (including provisions amending this Act) as appear to the Minister to be necessary or expedient for the purpose of giving due effect to the amendment of the Agreement as mentioned aforesaid.

(3) Where the Agreement in the Schedule is amended pursuant to this section any reference in this Act or any other instrument to the Agreement shall, unless the context otherwise requires, be construed as a reference to the Agreement as so amended.

(4) Every order made under this section shall be subject to negative resolution of the National Assembly.

8. The Minister may make regulations for giving effect to the provisions of this Act. ^{Regulations}

S. 2(1)

SCHEDULE

AGREEMENT ESTABLISHING THE CARIBBEAN AGRICULTURAL RESEARCH AND DEVELOPMENT INSTITUTE

THE CONTRACTING PARTIES:

SHARING a common determination to promote social stability and a better quality of life for the peoples of the Region;

RECOGNISING the merits of a regional organisation for agricultural research and development;

AWARE that the solution to the problems of agriculture on a regional basis will complement the current efforts towards regional economic integration and particularly the efforts towards regional co-operation in agricultural development;

CONSCIOUS of the need for efficient and adequate national extension services;

CONVINCED that the establishment of a regional institution for agricultural research and development will facilitate the achievements of these needs;

HEREBY AGREE AS FOLLOWS:

ARTICLE 1

ESTABLISHMENT

The Caribbean Agricultural Research and Development Institute (hereinafter referred to as "the Institute") is hereby established having the membership, powers and functions hereinafter specified.

ARTICLE 2

MEMBERSHIP

1. Membership of the Institute shall be open to —
 - (a) States listed in the Annex to this Agreement;
 - (b) Any other State of the Caribbean Region which becomes a Member or Associate Member of the Caribbean Community.
2. The State listed in the Annex to this Agreement, the Governments of which sign this Agreement in accordance with Article 18 and ratify it in accordance with Article 19 shall become Members of the Institute.

ARTICLE 3

OBJECTS OF THE INSTITUTE

1. The objects of the Institute shall be —
 - (a) to provide for the research and development need of the agriculture of the Region as identified in national plans and policies;
 - (b) to provide an appropriate research and development service to the agricultural sector of Member States;
 - (c) to provide and extend the application of new technologies in production, processing, storage and distribution of agricultural products of Member States;
 - (d) to pursue for specified periods long-term research in pertinent areas;
 - (e) to provide for the co-ordination and integration of the research and development efforts of Member States where this is possible and desirable;
 - (f) to undertake teaching functions normally at the post-graduate level, limited to the development of the relevant research by any Member State;
 - (g) to seek to achieve the optimum decentralisation of facilities.
2. For the purposes of this Article the Institute may take such action as may be necessary or expedient for the attainment of its objects and the performance of its functions.

ARTICLE 4

STRUCTURE

- The Institute shall have —
- (a) a Governing Body;

- (b) a Board of Directors with a Chairman and Deputy Chairman;
- (c) an Executive Director; and
- (d) such other officers and staff as may be necessary.

ARTICLE 5

GOVERNING BODY OF THE INSTITUTE

The Standing Committee of Ministers responsible for Agriculture (hereinafter referred to as 'the Standing Committee') shall be the Governing body of the Institute.

2. Without prejudice to the generalities of paragraph 1 of this Article the Standing Committee shall have the power to —

- (a) give general or specific policy directions to the Board of Directors;
- (b) appoint an Executive Director after it has considered the recommendation of the Board of Directors and has consulted with the University of the West Indies;
- (c) appoint the Chairman of the Board of Directors;
- (d) authorise agreements to be entered into with third countries or other entities;
- (e) approve the budget of the Institute to be prepared annually for the next following three financial years;
- (f) approve the work programmes annually for the next following three financial years.

ARTICLE 6

MEMBERSHIP OF THE BOARD

1. The composition of the Board of Directors (hereinafter referred to as "the Board") shall be as follows —

- (a) One Member nominated by —
 - (i) the Government of Barbados;
 - (ii) the Government of Guyana;
 - (iii) the Government of Jamaica;
 - (iv) the Government of Trinidad & Tobago;
 - (v) the Governments of Dominica, Grenada, St. Lucia and St. Vincent;

- (vi) the Governments of Antigua, St. Christopher-Nevis-Anguilla, Belize and Montserrat;
 - (vii) the University of Guyana;
 - (viii) the Caribbean Community Secretariat;
 - (ix) the Caribbean Development Bank;
- (b) the Chairman;
 - (c) the Executive Director ex officio;
 - (d) three members appointed by the University of the West Indies.

2. Subject to the provisions of paragraph 2 of Article 8, the Chairman and the Executive Director together with the representatives of the Caribbean Community Secretariat and the Caribbean Development Bank shall sit as non-voting Members of the Board.

- 3. (a) Alternate Directors shall be appointed by the appropriate authorities in accordance with paragraph 1 above.
- (b) Directors and Alternate Directors shall be persons of integrity and high competence with extensive experience in Agriculture or Agricultural Research and Development or administration or both and shall be selected with due regard to the principle of equitable geographical distribution.

4. Directors shall hold office for a term of three years and shall be eligible for re-appointment. They shall continue in office until their successors shall have been appointed and assumed office. If the office of a Director becomes vacant before the expiration of his term of office, the vacancy shall be filled by a new Director who shall be appointed in the same manner as his predecessor and he shall hold office for the remainder of the term of office of his predecessor.

ARTICLE 7

FUNCTIONS AND POWERS OF THE BOARD OF DIRECTORS

1. The Board of the Institute shall be responsible, subject to any directions of the Standing Committee, for the general operation of the Institute. It shall implement the general policies of the Institute and may give the Executive Director general instructions for the implementation of such policies.

2. Without prejudice to the functions specified in paragraph 1 of this Article, the Board shall —

- (a) Make recommendations to the Standing Committee in respect of the appointment of the Executive Director;
- (b) receive and may approve the annual report of the Executive Director which shall include the financial report;

- (c) make recommendations for the approval annually by the Standing Committee of the work programmes for the next following three financial years;
- (d) make recommendations for the approval by the Standing Committee of Estimates of Expenditure and the audited accounts of the Institute;
- (e) assist the Executive Director in seeking the support and the resources necessary for the fulfilment of the objectives of the Institute;
- (f) except as is otherwise provided exercise control over appointments including joint appointments and termination of appointments;
- (g) cause to be kept appropriate books of account which shall be audited at least once a year by an auditor who shall be a qualified and independent accountant appointed by the Board and shall also cause to be prepared annual audited statements showing in detail the income and expenditure of the Institute and the assets and liabilities as they stood at the end of the immediate preceding financial year;
- (h) carry out such other functions as the Standing Committee may delegate to it from time to time.

3. The Board may delegate to the Executive Director such of its functions as it thinks fit, provided that no such delegation shall preclude the Board from so acting as anytime it thinks fit, without prejudice however to anything done by the Executive Director under that delegation.

ARTICLE 8

MEETINGS OF THE BOARD

1. The Board shall meet at least twice a year or as often as the business of the Institute may require. A majority of Directors entitled to vote shall constitute a quorum for any Meeting of the Board.

2. Each Director entitled to vote shall have one vote and the Chairman shall have a casting vote only.

3. Subject to this Agreement, the Board shall regulate its own procedure.

ARTICLE 9

CHAIRMAN OF THE BOARD

1. The Chairman of the Board shall be appointed by the Standing Committee after considering the recommendation of the Board.

2. The Chairman of the Board while holding office shall not be a Director or Alternate Director of a Member State or any Body which is represented on the Board.

3. The term of office of the Chairman shall be for three years and he shall be eligible for re-appointment.

4. The Deputy Chairman shall be elected by the Board from among its Members.

ARTICLE 10

THE EXECUTIVE DIRECTOR

The duties of the Executive Director shall include —

- (a) the day to day management and control of the Institute;
- (b) the control of the expenditure of the funds of the Institute within the approved estimates;
- (c) the performance of such functions of the Board as may be delegated to him;
- (d) the organisation of special programmes and projects in furtherance of the objects of the Institute;
- (e) ensuring that the correct procedures are followed with respect to all matters within the joint competence of the Institute and the University of the West Indies;
- (f) representation, either personally, or by a nominee appointed by him, upon such Authorities, Boards or Committees of the University of the West Indies as may be agreed on with the University;
- (g) the submission of an annual report to the Board;
- (h) preparation annually for approval by the Board of work programmes for the next following three financial years;
- (i) preparation annually for the approval by the Board, of estimates of expenditure for the next following financial year.

2. The Executive Director may become a Member of the Board of the Faculty of Agriculture, of the Academic Board, St. Augustine and of the Senate of the University.

3. In the absence or the incapacity of the Executive Director or while that office is vacant, the Board shall make suitable arrangements for the carrying out of the duties of the Executive Director and shall submit such arrangements for the approval of the Standing Committee

ARTICLE 11

STAFF OF THE INSTITUTE

1. The Institute shall appoint such members of its staff in accordance with the estimates by the Standing Committee as are necessary for the performance of its functions.

2. All staff appointments shall be made subject to the terms and conditions of service determined by the Board.

ARTICLE 12

REVENUE

The revenue of the Institute shall be derived from —

- (a) the annual contributions of Member States;
- (b) such contributions as may be made by other States whether within or outside the Region;
- (c) such grants as may be made from any source for the financing of special research, development or teaching projects or for fellowships;
- (d) such fees as may be determined from time to time by the Board as fees payable to the Institute;
- (e) payments made to the Institute in consideration of consultancy services provided through the Institute;
- (f) income from any other sources.

ARTICLE 13

LOCATION OF THE INSTITUTE

The Headquarters of the Institute shall be located in Trinidad & Tobago.

2. The Executive Director shall negotiate suitable arrangements with the University of the West Indies for the establishment of the Headquarters of the Institute at the St. Augustine Campus of the University of the West Indies.

3. The conclusion of such arrangements shall be subject to the approval of the Standing Committee.

4. The Institute may establish in any Member State such other research stations as may be deemed necessary by the Board.

ARTICLE 14

RELATIONS WITH THE UNIVERSITY

The Institute shall seek such affiliations with the University as will promote the achievement of its objectives.

ARTICLE 15

LEGAL STATUS

1. The Institute shall possess full juridical personality.

2. The Institute shall enjoy in each Member State such legal status and legal capacity as may be necessary for the fulfilment of its objectives and the exercise of its functions. In particular the Institute shall have the capacity to —

- (a) contract;
- (b) acquire and dispose of movable and immovable property;
- (c) institute legal proceedings.

3. The Institute shall enjoy in each Member State such privileges and immunities as may be necessary for the fulfilment of its objectives and the exercise of its functions.

4. The Institute may co-operate with international organisations active in similar fields and may seek all appropriate contacts with a view to co-operating with other Institutions in similar fields.

5. Upon the entry into force of this Agreement —

- (a) all property of every kind whatsoever which was vested immediately before the entry into force of this Agreement, in the University of the West Indies or any other Institution on behalf of the Regional Research Centre shall be transferred to and be vested in the Institute for the purposes of this Agreement.
- (b) all rights, privileges, advantages, liabilities and obligations that immediately before the entry into force of this Agreement were enjoyed by or imposed upon the University of the West Indies on behalf of the Regional Research Centre are hereby conferred upon or imposed upon the Institute for the purposes of this Agreement.

ARTICLE 16

DISPUTES

1. If a dispute should arise between the Institute and a Member State or any of the Authorities represented on the Board, such dispute shall be submitted to arbitration by a Tribunal of three Arbitrators. Each party shall appoint one arbitrator and the two arbitrators shall appoint a third who shall be Chairman. If within 30 days of the request for arbitration either party has not appointed an arbitrator, or if within 15 days of the appointment of the second arbitrator, the third Arbitrator has not been appointed either party may request the Secretary-General of the Caribbean Community to appoint an arbitrator.

2. The procedure of the arbitration shall be fixed by the arbitrators. However, the third arbitrator shall be empowered to supply all rules of procedure in any case of disagreement with respect thereto.

3. The majority vote of the arbitrators shall be sufficient to reach a decision which shall be final and binding upon the parties.

ARTICLE 17

IMPLEMENTATION

Member States shall take all steps necessary for the implementation of this Agreement.

ARTICLE 18

SIGNATURE

This Agreement shall be deposited with the Secretariat of the Caribbean Community (hereinafter referred to as "the Depositary") and shall be open for signature until the entry into force of this Agreement, by any of the States listed in the Annex to this Agreement (hereinafter referred to as "the Annex").

ARTICLE 19

RATIFICATION

This Agreement and any amendments thereto shall be subject to ratification by the signatories in accordance with their respective constitutional procedures. Instruments of Ratification shall be deposited with the Depositary which shall transmit certified copies to each Member State.

ARTICLE 20

ENTRY INTO FORCE

This Agreement shall enter into force by the deposit of the Instruments of Ratification in accordance with Article 19 by six of the States listed in the Annex including Barbados, Guyana, Jamaica and Trinidad and Tobago.

ARTICLE 21

ACCESSION

1. Any State listed in the Annex which, upon the entry into force of this Agreement has not signed this Agreement in accordance with Article 18 and which wishes to become a Member after that date may accede to the Agreement by deposit of appropriate Instruments of Accession with the Depositary.

2. Any State other than States listed in the Annex which becomes a Member or Associate Member of the Caribbean Community may accede to the Agreement.

3. Admission to Membership under paragraph 2 of this Article shall be upon such terms and conditions as the Standing Committee may decide and shall take effect from the date on which the appropriate Instrument of Accession is deposited with the Depositary.

ARTICLE 22

AMENDMENT

1. Any Member State may make proposals for amending this Agreement. Such proposals shall be submitted to the Standing Committee for its approval through the Depositary.

2. Any proposed amendment that is approved by the Standing Committee shall be submitted to each Member State for ratification.

3. Any such amendment shall enter into force upon the deposit of the Instruments of Ratification by all Member States.

ARTICLE 23

WITHDRAWAL

1. Any Member State may withdraw from this Agreement by giving not less than 12 months notice in writing to the Depositary which shall forthwith notify other Member States.

2. A Member State withdrawing undertakes to honour any financial obligations duly assumed during its participation in this Agreement.

ARTICLE 24

INAUGURAL MEETING

As soon as this Agreement enters into force, each Member State together with the authorities represented on the Board shall appoint the Directors of the Board in accordance with Article 6 and the Secretary-General of the Caribbean Community shall call the Inaugural Meeting of the Board of Directors.

ANNEX

LIST OF STATES

Antigua

Barbados

Belize

Dominica

Grenada

Guyana

Jamaica

Montserrat

St. Christopher -Nevis-Anguilla

St. Lucia

St. Vincent

Trinidad & Tobago

IN WITNESS WHEREOF the undersigned, being duly authorised thereto by their respective Governments, have affixed their signatures to this Agreement.

DONE at Georgetown, this 5th day of December, one thousand nine hundred and seventy-four, in a single copy which shall be deposited with the Commonwealth Caribbean Regional Secretariat which shall transmit certified copies to all the Contracting States.

Signed by V. C. Bird

For the Government of Antigua, on 15th May, 1976 at St. John's Antigua.

Signed by Brandford M. Taitt.

For the Government of Barbados, on 6th December, 1974, at Georgetown, Guyana.

Signed by G. Perdoma

For the Government of Belize, on 6th December, 1974 at Georgetown, Guyana.

Signed by

For the Government of Dominica, on

at

Signed by Derek Knight

For the Government of Grenada, on 6th December, 1974 at Georgetown, Guyana.

Signed by Geo. A. King

For the Government of Guyana, on 6th December, 1974 at Georgetown, Guyana.

Signed by P. J. Patterson

For the Government of Jamaica, on 6th December, 1974 at Georgetown, Guyana.

Signed by P. A. Bramble

For the Government of Montserrat, on 18th May, 1976 at Plymouth, Montserrat.

Signed by R. L. Bradshaw

For the Government of St. Christopher-Nevis-Anguilla, on 23rd April, 1976 at Basseterre, St. Kitts.

Signed by G. Mallet

For the Government of St. Lucia, on 6th December, 1974 at Georgetown, Guyana.

Signed by H. K. Tannis

For the Government of St. Vincent, on 25th August, 1976 at Kingstown, St. Vincent.

Signed by Isabel Teshea

For the Government of Trinidad and Tobago, on 5th December, 1974 at Georgetown, Guyana.

EXPLANATORY MEMORANDUM

This Bill seeks to enable Guyana to implement the Agreement, to which Guyana is a party, establishing the Caribbean Agricultural Research and Development Institute.

P. L. McKenzie,
Senior Minister in the Ministry of Agriculture.