

**ANTIGUA AND BARBUDA**



**RESOLUTION OF THE HOUSE OF REPRESENTATIVES RATIFYING THE  
AGREEMENT TO ESTABLISH THE CARIBBEAN CENTRE FOR RENEWABLE  
ENERGY AND ENERGY EFFICIENCY (CCREEE)**

**STATUTORY INSTRUMENT**

**2020, No. 31**

*[Published in the Official Gazette Vol. XL No. 35  
dated 21st May, 2020. ]*

Printed at the Government Printing Office, Antigua and Barbuda,  
by Noel F. Abraham, Government Printer  
— By Authority, 2020.

*Resolution of the House of Representatives Ratifying  
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1. Short Title
2. Amendment of Schedule

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(CCREEE)**

**WHEREAS** the Ratification of treaties Act (Cap. 364) provides in section 3 (1) *inter alia* that where a Treaty to which Antigua and Barbuda becomes a Party is one which affects or concerns the relationship of Antigua and Barbuda with any international organisation, agency, association or similar body, such Treaty shall not enter into force with respect to Antigua and Barbuda unless it has been ratified or approved in accordance with the provisions of the Act; and

**WHEREAS** Antigua and Barbuda is a party to the Agreement establishing the Caribbean Centre for Renewable Energy and Energy Efficiency (CCREEE), which was done on the 5th July, 2017 in Grenada, having acceded to the Agreement on November 9th, 2017; and

**WHEREAS** the Agreement establishing the Caribbean Centre for Renewable Energy and Energy Efficiency (CCREEE), is a multilateral agreement which is governed by international law and concerns the relationship of Antigua and Barbuda with any international organisation, agency, association or similar body;

**NOW THEREFORE BE IT RESOLVED BY** this Honourable House that the Agreement establishing the Caribbean Centre for Renewable Energy and Energy Efficiency (CCREEE), the text of which is attached hereto as a schedule, be ratified as a treaty under section 3(1) (c) of the Ratification of Treaties Act, Cap.364.

Passed the House of Representatives this 29th Day of October, 2019

**Sir Gerald Watt Q.C,**  
*Speaker of the House of Representatives*

**Ms. Alison Peters,**  
*Clerk to the House of Representatives*

## **SCHEDULE**

### **AGREEMENT ESTABLISHING THE CARIBBEAN CENTRE FOR RENEWABLE ENERGY AND ENERGY EFFICIENCY (CCREEE)**

#### **THE CONTRACTING PARTIES**

**Conscious** of the urgent need to address energy security, energy access for productive uses and climate change mitigation and adaptation in the Member States of the Caribbean Community (hereinafter referred to as “the Member States”);

**Recognising** that, like most Small Island Developing States (SIDS), a majority of the Member States are highly dependent on the import of high carbon petroleum fuels to provide energy services, which continue to negatively impact their national economies by making them vulnerable to global market volatility, trade imbalances, and large outflows of foreign exchange;

**Recognising also** that transformation of the energy sector of the Region from dependence on imported fossil sources to a low-carbon, energy efficient option, primarily based on renewable energy sources, indigenous to the Region, represents a unique opportunity for sustainable growth and development;

**Realising** that the urgent transition to low-carbon, highly energy efficient economies is desirable and strategic for the Member States to derive maximum benefits, and will require the establishment of a dedicated regional organisation established, governed, operated, and controlled by the Member States, thereby functioning with their interests and goals as its main objective;

**Realising also** the role of the Energy Programme of the CARICOM Secretariat (hereinafter referred to as “the CARICOM Energy Programme”), which commenced in April 2008 and aims to increase regional energy security and advance the transformation of the Region’s energy sector towards a more sustainable energy path through the implementation of a regional energy policy and a regional sustainable energy strategy;

**Realising further** the importance of the CARICOM Energy Policy, approved by the Forty-First Special Meeting of the Council for Trade and Economic Development (hereinafter referred to as “the COTED”) on Energy, held 1 March 2013, in Trinidad and Tobago, and developed to coordinate and expedite the increased use of renewable energy technologies and energy efficiency applications to chart a new, climate-compatible development path that harnesses indigenous renewable energy resources, maximises energy use, minimises environmental damage, and enhances sustainable economic growth and innovation;

**Mindful** that the CARICOM Energy Policy requires the Member States to establish other regional level mechanisms as deemed necessary to support expedited implementation of renewable energy projects on a partial or full turn-key basis;

**Mindful also** that to facilitate the process of translating intentions into action, the CARICOM Secretariat developed the Caribbean Sustainable Energy Roadmap and Strategy (C-SERMS), designed to build on existing regional efforts and to provide CARICOM Member States with a coherent strategy for transitioning to sustainable energy;

**Acknowledging** that significant technical and financial resources may become available as part of the international effort to address the impending threat posed to SIDS by the adverse consequences of human-induced climate change, and that for SIDS to effectively participate in such efforts and derive maximum benefits, a firm and properly constituted institutional mechanism will be absolutely necessary to marshal those resources to support the low-carbon energy development in the Region;

**Recalling** that the Liliendaal Declaration on Climate Change and Development issued by the Thirtieth Meeting of the Conference of Heads of Government of the Caribbean Community, held 2 to 5 July 2009, in Georgetown, Guyana, declared support and approval for the establishment of the SIDS Sustainable Energy and Climate Resilience Initiative (hereinafter referred to as “SIDS

DOCK”), which constitutes a strong determination to overcome technical, economic and policy barriers to facilitate the development, diffusion and deployment of appropriate and affordable low and zero-emission technologies and renewable energy services, while also recognizing the need

for energy efficiency and conservation, and the need for increased technical and financial support for the development of renewable energy in the Member States of CARICOM;

**Recalling also** an official request made by SIDS DOCK to the United Nations Industrial Development Organization (hereinafter referred to as “UNIDO”) and the Government of Austria, on 18 August 2013, to support the establishment and first operational phase of the Caribbean Centre for Renewable Energy and Energy Efficiency (hereinafter referred to as “CCREEE”), the Pacific Centre for Renewable Energy and Energy Efficiency (hereinafter referred to as “PCREEE”), and the Indian Ocean Centre for Renewable Energy and Energy Efficiency (hereinafter referred to as “IOCREEE”), as well as the establishment of a coordination unit for the African SIDS at the Economic Community of West African States (ECOWAS) Centre for Renewable Energy and Energy Efficiency (hereinafter referred to as “ECREEE”);

**Noting** that a Concept Note on the potential technical and institutional design options for the CCREEE was presented at the Regional Workshop, held from 11 to 12 February 2014 in Georgetown, Guyana, for the introduction of the Renewable Energy and Energy Efficiency Technical Assistance (REETA) Project, which is a technical cooperation project between the Deutsche Gesellschaft für Internationale Zusammenarbeit GmbH (GIZ) and CARICOM;

**Noting also** that a Memorandum of Understanding (hereinafter referred to as “the MOU”) was signed between SIDS DOCK, UNIDO and the Government of Austria, on 17 March 2014, establishing the framework for cooperation in the establishment of the CCREEE, the PCREEE, the IOCREEE, and the SIDS Coordination Unit at the ECREEE;

**Recalling** that a Regional Validation Workshop, convened in Roseau, Commonwealth of Dominica, held from 21 to 22 July 2014, recommended the creation of a specialised regional renewable energy and energy efficiency (hereinafter referred to as “RE” and “EE”, respectively) promotion agency under the umbrella of the existing institutional and decision-making framework of CARICOM, and also recommended the establishment of the CCREEE;

**Having regard to** the decisions of the Thirty-Ninth Meeting of the COTED held from 3 to 4 November 2014, in Georgetown Guyana, which endorsed the establishment of the CCREEE;

**Having regard also to** the decisions of the Forty-Fourth Special Meeting of the COTED on Energy and the Forty-Fifth Special Meeting of the COTED on Environment and Energy, convened at the CARICOM Secretariat, Georgetown, Guyana, from 2 to 4 February 2015 and on 5 February 2015, respectively, which resolved to create the CCREEE and launched a competitive selection process for the host country of the Secretariat of the Centre;

**Having further regard to** the decision of the Thirty-Sixth Conference of the Heads of Government of the Caribbean Community, held 2 to 4 July 2015, in Bridgetown, Barbados, which approved the establishment of the CCREEE with Headquarters to be located in Barbados;

**HAVE AGREED AS FOLLOWS:**

**ARTICLE I  
USE OF TERMS**

In this Agreement:

**“adverse effects of climate change”** means changes in the physical environment or biota resulting from climate change which have significant deleterious effects on the composition, resilience or productivity of natural and managed ecosystems or on the operation of socio-economic systems, or on human health and welfare;

**“Agreement”** means this Agreement establishing the Caribbean Centre for Renewable Energy and Energy Efficiency;

**“AOSIS”** means the Alliance of Small Island States;

**“Associate Member”** means an Associate Member of the Centre admitted under Article III;

**“Community” or “CARICOM”** means the Caribbean Community established by the Revised Treaty of Chaguaramas Establishing the Caribbean Community including the CARICOM Single Market and Economy (CSME) signed at Nassau, The Bahamas on the 5<sup>th</sup> day of July 2001;

**“CCCCC”** means the Caribbean Community Climate Change Centre;

**“CDB”** means the Caribbean Development Bank;

**“Centre”** means the Caribbean Centre for Renewable Energy and Energy Efficiency established by Article II;

**“climate change”** means a change of climate attributed directly or indirectly to human activity that alters the composition of the global atmosphere in addition to natural climate variability observed over comparable time periods;

**“Conference”** means the Conference of the Heads of Government of the Caribbean Community;



“**Contracting Party**” means a state or territory which has ratified or acceded to this Agreement in accordance with Articles XXXV and XXXX, respectively;

“**COTED**” means the Council for Trade and Economic Development of the Caribbean Community;

“**Depositary**” means the CARICOM Secretariat;

“**EE**” means energy efficiency through managing and restraining the growth in energy consumption to deliver more services for the same energy input, or the same services for less energy input;

“**emissions**” means the release of greenhouse gases and/or their precursors into the atmosphere over a specified area and period of time;

“**Executive Board**” or “**Board**” means the Executive Board constituted under Article VIII;

“**Executive Director**” means the Executive Director referred to in Article XII;

“**greenhouse gases**” means those gaseous constituents of the atmosphere, natural and anthropogenic, that absorb and re-emit infrared radiation;

“**Host Country**” means the Member in which the Secretariat of the Centre is located;

“**low carbon economy**” means an economy in which the majority of energy services are based on low carbon power sources that have low greenhouse gas emissions;

“**Member**” means a member of the Centre under Article III;

“**networks**” means socioeconomic activity by which groups of states, territories and institutions recognize, create, or act upon mandates for the benefit of the Centre;

“**Partner**” means a public or private sector organisation or institution that has signed a cooperation agreement with the Centre;

“**Party**” means a Contracting Party;

“**RE**” means renewable energy, which is energy derived from natural processes that are replenished at a higher rate than they are consumed, such as sunlight, wind, hydro, tides, waves, geothermal heat, oceans, biofuels, and waste-to-energy;

“**rotational cycle**” means a system in which a representative of a Contracting Party is a member of the Executive Board on a two-year rotational basis and in alphabetical order;

“**Secretariat**” means the Secretariat of the Centre;

“**Secretary-General**” means the Secretary-General of the Caribbean Community;

“**SIDS**” means Small Island Developing States;

“**SIDS DOCK**” means the initiative so referred to, among Member countries of AOSIS designed as a docking station to connect the energy sector in SIDS with the global market for finance, sustainable energy technologies and with the European Union and the United States carbon markets;

“**sustainable energy**” means the existence of a living harmony between the equitable availability of energy services to all people and the preservation of the earth for future generations;

“**Technical Committee**” or “**Committee**” means the technical committee constituted under Article X;

“**Thematic Hub**” means an institution or network described in Article XIV; and

“**UNIDO**” means the United Nations Industrial Development Organisation.

## **ARTICLE II ESTABLISHMENT**

There is hereby established the Caribbean Centre for Renewable Energy and Energy Efficiency (hereinafter referred to as “the Centre”), having the membership, objectives and functions, and operating in accordance with the principles set out in this Agreement.

## **ARTICLE III MEMBERSHIP**

1. Membership of the Centre shall be open to the Contracting Parties.

2. The Contracting Parties may admit as Associate Members of the Centre, states or territories which, in the opinion of the Contracting Parties can contribute substantially to the achievement of the objective of the Centre and are willing and able to enjoy the rights and assume and discharge the obligations of membership set out in this Agreement.
3. The Contracting Parties may also admit as Associate Members of the Centre, regional and extra-regional institutions, which, in the opinion of the Contracting Parties can contribute substantially to the achievement of the objectives of the Centre and are willing and able to  
  
enjoy the rights and assume and discharge the obligations of membership set out in this Agreement.
4. States, territories and institutions mentioned in paragraphs 2 and 3, which are desirous of becoming Associate Members of the Centre, shall submit an application in that regard to the Secretary-General who shall transmit it to the Contracting Parties for consideration and action.
5. Notwithstanding the provisions of paragraph 4, CCCCC, CDB, the University of the West Indies, SIDS DOCK, UNIDO, and the state of Austria are hereby deemed to have satisfied the requirements for associate membership of the Centre and shall be invited by the Executive Director to participate in the work of the Centre as Associate Members on terms and conditions approved by COTED.

#### **ARTICLE IV OBJECTIVES**

The objectives of the Centre shall be to:

- (a) promote the development of renewable energy and energy efficiency in the Contracting Parties to support the development of low carbon economies;
- (b) enhance the capabilities of regional institutions for the transformation of the Caribbean energy sector from their current state of high inefficiency and dependence on imported fossil fuels to one that is efficient and based on indigenous, low carbon sources;
- (c) provide comprehensive technical and implementation support to Contracting Parties in relation to sustainable energy-related issues; and

- (d) mobilise financial and technical resources to support the implementation of low carbon project activities in Contracting Parties.

## **ARTICLE V FUNCTIONS**

In order to achieve its objectives, the Centre shall perform the following functions:

- (a) strengthen regional capacities for sustainable energy and energy efficiency development in the region, including the facilitation of partnerships with Members and Partners in strengthening the capacities of local key institutions and stakeholder groups through the up-scaling and replication of certified training and applied research programmes and other mechanisms;
- (b) provide effective coordination among regional institutions with energy and climate change responsibilities, including CCCCC, CDB, SIDS DOCK, and any other institution operating within the Caribbean Region;
- (c) promote project investments and awareness among key stakeholder groups on RE and EE business opportunities for local companies and industry through the execution of regional investment promotion programmes and tailored concept proofs to stimulate investor confidence in the sector;
- (d) collect, analyse, store, and disseminate energy statistics and information on RE and EE, thereby facilitating the management of data and information related to key national, regional and global energy matters;
- (e) facilitate the generation of knowledge on key global sustainable energy issues on behalf of the Contracting Parties and serve as an authoritative technical source for Members, Associate Members, Partners and the CARICOM Secretariat;
- (f) support Contracting Parties in their access to international financial and technical resources, including appropriate technologies, under the various financial mechanisms of the United Nations Framework Convention on Climate Change (UNFCCC) and other relevant United Nations, as well as bilateral, sources;
- (g) provide on request, strategic assistance to Contracting Parties for public education and awareness campaigns on low carbon energy development nationally and regionally;

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- (h) initiate and coordinate the development of regional research and development and training programmes in RE and EE, with particular attention on promoting the utilisation of sustainable energy principles to effect adaptation to climate change;
- (i) such other functions as may be determined by COTED.

**ARTICLE VI  
PRINCIPLES**

The operations of the Centre shall be guided by the following principles:

- (a) special consideration shall be given to the circumstances of the least developed Contracting Parties and, in particular, the economic impact of energy use on their economies;
- (b) the integration of sustainable energy technologies which are critically linked to the sustainable development agenda in SIDS shall be accelerated as far as may be financially practicable; and
- (c) Contracting Parties shall be encouraged to determine their own development path, subject to the obligation to refrain from actions that are deleterious to social, economic and environmental resilience building within the Region as a whole.

**ARTICLE VII  
COMPOSITION OF THE CENTRE**

The Centre shall consist of:

- (a) an Executive Board;
- (b) a Technical Committee; and
- (c) a Secretariat.

**ARTICLE VIII  
THE EXECUTIVE BOARD**

1. The Centre shall be administered by an Executive Board.
2. The Executive Board shall consist of:
  - (a) a representative of the Host Country;
  - (b) three (3) representatives from the Contracting Parties, other than the Host Country serving for one rotational cycle;
  - (c) two (2) representatives nominated by the Partners;
  - (d) The Chairperson of SIDS DOCK, or his nominee;
  - (e) the Secretary-General or his nominee;
  - (f) a member nominated by COTED; and
  - (g) the Executive Director, who shall be an *ex-officio* member of the Board.
3. The name and designation of each representative or nominee shall be notified to the Executive Director, together with the name and designation of an alternate representative or nominee as the case may be.
4. A person named as an alternate representative or nominee under paragraph 3 shall be deemed to be a member of the Board in the absence or unavailability of the primary representative or nominee.
5. COTED may make alterations to the composition of the Board, as necessary.
6. The quorum of the Board shall be five of its members.
7. The Board shall be convened in an ordinary meeting twice each year and in extraordinary meetings as often as the Board considers necessary.
8. Meetings of the Board shall be convened at the Headquarters of the Secretariat unless the Board, by a simple majority of its members, determines otherwise.

9. Members of the Board may attend meetings of the Board in person or may participate through such electronic media as may be approved by the Board.
10. Decisions of the Board shall be taken by consensus. Voting shall only take place when it is considered necessary by the Chairperson.
11. In the event that voting takes place, all matters before the Board shall be decided by a simple majority of its members, unless otherwise provided in this Agreement.
12. Each member of the Board shall have one vote, save that the Executive Director shall not have the right to vote.
13. The Board shall elect a Chairperson and a Deputy Chairperson annually from among the representatives of the Contracting Parties including the Host country, provided that no representative shall be Chairperson for a consecutive period in excess of one rotational cycle.
14. Subject to the provisions of this Article, the Board shall determine its rules of procedure.

## **ARTICLE IX FUNCTIONS OF THE EXECUTIVE BOARD**

1. The Executive Board shall in addition to any other functions expressly conferred on the Board in this Agreement:
  - (a) provide strategic guidance for the Centre;
  - (b) review the annual work programmes and budget, reports and financial statements of the Centre for submission to COTED for approval;
  - (c) initiate, or determine where necessary, projects designed to develop the renewable energy resources or improve energy efficiency in Contracting Parties in support of the Caribbean Sustainable Energy Roadmap and Strategy;
  - (d) in preparing to address the adverse effects of climate change, encourage the development and elaboration of appropriate integrated strategies to support, as necessary, the priority areas for economic development in the Caribbean, including, *inter alia*: agriculture and fisheries, tourism and transport, as well as ocean, water and natural resource management and waste- management;

- (e) undertake to support and facilitate the efficient and open exchange of scientific, technological, technical, socio-economic and socio-environmental data and information that is relevant to the transformation of the energy sector of the Caribbean region, to include the sharing of knowledge on the economic and social effects of the respective resource and technology options;
  - (f) support education, training and public awareness related to the promotion of low carbon energy options and their potential role in countering climate change impacts, and to encourage the use of the participatory process by facilitating multiple stakeholder groups, especially non-governmental organizations, in the promotion of such options;
  - (g) approve regional sustainable energy and energy-related projects for which the Centre can perform the functions and tasks of an executing agency;
  - (h) appoint the Executive Director and approve the Staff and other Regulations governing the operations of the Secretariat;
  - (i) monitor the expenditures of the Centre, verifying that such expenditure is in accordance with the recurrent and capital budgets and are being employed in accordance with this Agreement and the work programme of the Secretariat approved by COTED;
  - (j) lead the mobilisation of resources for the Centre and approve the strategy and arrangements that are to be undertaken by the Secretariat for this purpose;
  - (k) appoint and, where necessary or appropriate, vary the composition of the Technical Committee;
  - (l) propose the designation of institutions and networks as Thematic Hubs; and
  - (m) carry out such other functions as may be determined by COTED.
2. The Board shall report annually to COTED in relation to the discharge of its functions.

## **ARTICLE X THE TECHNICAL COMMITTEE**

1. The Executive Board shall receive technical guidance from a Technical Committee, which shall consist of:



- (a) three (3) representatives of Contracting Parties serving on a two year rotational basis and in reverse alphabetical order;
  - (b) two (2) representatives of the Partners;
  - (c) one (1) representative of the Caribbean Association of Electric Utilities;
  - (d) one (1) representative of the University of the West Indies;
  - (e) one (1) representative of the Thematic Hubs;
  - (f) one (1) representative of SIDS DOCK;
  - (g) one (1) representative of the CARICOM Secretariat;
  - (h) one (1) representative of the OECS Commission;
  - (i) one (1) representative selected by the Executive Board; and
  - (j) the Executive Director.
2. The Committee shall be convened in ordinary meetings twice in each year, and in extraordinary meetings as often as necessary.
  3. Decisions of the Committee shall be arrived at by consensus.
  4. The Committee shall be chaired by the Executive Director.
  5. The Secretariat shall provide support services for the Committee.
  6. Subject to the provisions of this Article, the Committee shall determine its rules of procedure.

#### **ARTICLE XI FUNCTIONS OF THE TECHNICAL COMMITTEE**

1. The Technical Committee is responsible for the finalization and the monitoring of the Work Programme and activities of the Centre and for advising the Board on all technical matters presented to the Board for consideration.

2. Without prejudice to the generality of the above, the Technical Committee shall:
- (a) provide technical advice to the Board and the Secretariat on strategy, programmes, projects and any other subject relevant to the work of the Centre to support the attainment of its objectives;
  - (b) review and make recommendations on the annual work programmes, status reports, programme documents, policy documents, project documents and other technical documents submitted to the Board by the Secretariat;
  - (c) review technical documents, reports or manuscripts prepared by the Secretariat for circulation;
  - (d) review and make recommendations with respect to the business plan of the Centre, to include the identification and recommendations on the priority areas of activity;
  - (e) monitor the progress of the Centre, on the basis of the indicators established in the business plan and annual work programmes, and identify areas of concern that require the attention of the Executive Director;
  - (f) identify, and recommend to the Board, areas in which the organisational, administrative, quality and technical appraisal framework of the Centre may be improved;
  - (g) review the appraisal results of procurements and projects;
  - (h) assist the Centre in fund-raising activities, for supporting its technical programme of work and raising visibility regionally and globally; and
  - (i) carry out such other functions as may be determined by the Board.

## **ARTICLE XII THE SECRETARIAT**

1. The Secretariat shall comprise an Executive Director and such other members of staff as the Board may determine.
2. The Executive Director shall serve for a term of three years and may be re-appointed.

3. In the performance of their duties, the Executive Director and staff of the Secretariat shall neither seek nor receive instructions from the Government of any Contracting Party or from any other authority external to the Centre.
4. In the appointment of staff to the Secretariat, the Executive Director shall be guided by the requirement to ensure the highest standards of effectiveness and efficiency in the delivery of services.
5. The conditions of employment of the staff of the Secretariat shall be set out in the Staff Regulations to be established under the direction of the Executive Director. The Staff Regulations shall be approved by the Board and endorsed by COTED.

### **ARTICLE XIII FUNCTIONS OF THE SECRETARIAT**

The Secretariat shall:

- (a) provide the Technical Committee with timely advice on techno-economic, socio-environmental, and scientific matters relating to the strategic transformation of the Caribbean energy sector;
- (b) provide assessments of the general state of global and regional energy markets, scientific knowledge on advances and trends in sustainable energy systems and proposals for financing mechanisms to support the implementation of low carbon projects;
- (c) conduct periodic assessments and analyses (and provide information) on the available financial resources, *inter alia*: grants, loans and concessional financing, and private capital, for investment in project implementation, as well as capacity building and training;
- (d) provide advice on scientific programmes, and international cooperation in research and development, as well as on the development of endogenous capabilities, related to sustainable energy;

- (e) respond to, and support requests from Members and Associate Members for data and information requirements for energy planning and decision support, to include information on technologies, methods and strategies for low carbon energy development;
- (f) develop (or identify) sustainable energy projects for which the Centre could perform the functions of an executing agency;
- (g) arrange and manage secretarial services for the meetings of the Executive Board, Technical Committee and any sub committees appointed and supported by the Board;
- (h) identify and execute partnerships for strengthening the activities of the Centre and coordinating the work of the Centre with the appropriate multilateral, inter-governmental and non-governmental bodies;
- (i) manage administrative and contractual arrangements required, from time to time to facilitate the effective performance of the functions and tasks of the Centre;
- (j) prepare draft annual budgets, as well as reports of expenditure, for submission to the Board for examination and approval;
- (k) prepare the draft work programme of the Centre for submission to the Board for examination and approval;
- (l) lead the resource mobilization efforts to support the work of the Centre; and
- (m) carry out such other functions as may be determined by the Board.

#### **ARTICLE XIV THEMATIC HUBS**

1. The Centre shall develop and execute its activities through a network of Thematic Hubs, as necessary.
2. Thematic Hubs under this Agreement are institutions or networks that are intended to enable the Centre to systematically utilize the experiences, structures and arrangements of existing regional and national institutions or entities in order to accelerate the implementation of its core programme of activities.

3. The Board may, subject to the approval of COTED, designate institutions or networks as Thematic Hubs.
4. The functional relationships between the Centre and a Thematic Hub shall be subject to the terms and conditions of a Technical Cooperation Agreement concluded between the Centre and the Thematic Hub.
5. The Thematic Hubs to be designated under paragraph 3 shall be focused on specific solutions in distinct sectors and areas, such as climate change, capacity building and research, investment and finance, and will function as central coordination agencies for the areas identified.
6. The Centre shall also collaborate with regional and national institutions which have a wealth of experience in specific energy sub-sectors and are involved in the different aspects of sustainable energy planning, capacity development, research and project implementation.

#### **ARTICLE XV REVENUES OF THE CENTRE**

The revenues of the Centre shall be derived from:

- (a) during the period 2016 – 2018,
  - (i) annual contributions from UNIDO, SIDS DOCK and the government of Austria; and
  - (ii) voluntary contributions from the Contracting Parties and regional organizations;
- (b) voluntary contributions of Members and Associate Members;
- (c) such contributions as may be made by states, territories or entities whether within or outside the Caribbean region;

- (d) such grants or contributions as may be received from any source for the financing of research, information collection and dissemination, projects, capacity-building, or for any other purpose consistent with its objectives as set out in Article IV;
- (e) obligatory contributions of the Host Country; and
- (f) any other source or mechanism for sustainable funding as determined by the Board, including income from investments made and services provided by, the Centre.

#### **ARTICLE XVI THE HEADQUARTERS OF THE CENTRE**

1. The Headquarters of the Centre shall be established and located in Barbados.
2. The Centre shall establish offices in the territory of any of its Contracting Parties where necessary to fulfil its functions subject to the approval of COTED and the Contracting Party.
3. The Host Country shall accord to the Centre and the staff of the Secretariat, the rights, privileges and immunities set out in this Agreement.
4. Subject to this Agreement, the Executive Director shall conclude a Headquarters Agreement between the Centre and the Host Country concerning the Headquarters and offices of the Centre and the rights, privileges, immunities and facilities to be accorded to the Centre and the staff of the Secretariat.

#### **ARTICLE XVII STATUS, PRIVILEGES AND IMMUNITIES**

Members shall accord to the Centre within their jurisdictions, the status, immunities, exemptions and privileges set out in Articles XVIII to XXV of this Agreement in order to enable it to effectively fulfil its objectives and carry out the functions entrusted to it.

#### **ARTICLE XVIII LEGAL STATUS OF THE CENTRE**

1. The Centre shall have full juridical personality and in particular the capacity to contract, to acquire and dispose of immovable and movable property and to institute legal proceedings.
2. The Centre may enter into agreements with Members, Associate Members, third states and international, national or regional organisations for the achievements of its objectives.
3. In any legal proceedings, the Centre shall be represented by the Executive Director.
4. Each Contracting Party hereby agrees to take such action as is necessary to give effect to the provisions of this Article in its territory.

#### **ARTICLE XIX LEGAL PROCESS**

1. The Centre shall be immune from every form of legal process, except in cases arising out of, or in connection with the purchase of land, securities or merchantable commodities, in which case actions may be brought against the Centre in a court of competent jurisdiction in the Territory of a Member in which the Centre has an office or in a non-Member where the Centre has appointed an agent for the purpose of accepting service or notice of process.
2. Notwithstanding the provisions of paragraph 1, no action shall be brought against the Centre by a Contracting Party or any agency thereof, or by any entity or person directly or indirectly acting for or deriving claims from a Contracting Party. Contracting Parties shall have recourse to such special procedures for the settlement of disputes between the Centre and the Contracting Parties as may be provided for in this Agreement.
3. The Centre, its property and assets wheresoever located and by whomsoever held, shall be immune from all forms of seizure, attachment or execution before delivery of final judgment against the Centre.

#### **ARTICLE XX IMMUNITY OF ASSETS AND ARCHIVES**

1. Property and assets of the Centre, wherever located and by whomsoever held, shall be immune from search, requisition, confiscation, expropriation or any other form of taking or foreclosure by executive or legislative action.
2. The archives of the Centre and, in general all documents belonging to or held by the Centre, shall be inviolable, wherever located.

**ARTICLE XXI  
FREEDOM OF ASSETS FROM RESTRICTIONS**

To the extent necessary to achieve the objectives and perform the functions of the Centre effectively, and subject to the provisions of the Agreement, the Centre:

- (a) may hold property and assets of any kind and operate accounts in any currency; and
- (b) shall be free to transfer its property and assets from one country to another or within any country, and to convert any currency held by it into any other currency;

without being restricted by financial controls, regulations or moratoria of any kind.

**ARTICLE XXII  
PRIVILEGE FOR COMMUNICATIONS**

Official communications of the Centre shall be accorded by each Contracting Party, treatment not less favourable than that it accords to the official communications of any other Contracting Party.

**ARTICLE XXIII  
PRIVILEGES AND IMMUNITIES OF CENTRE PERSONNEL**

The Executive Director, other senior officials of the Centre notified to and approved by the Contracting Parties, members of the Executive Board, and experts performing missions for the Centre shall:

- (a) be immune from legal process in respect of acts performed by them in their official capacity;
- (b) unless they are local citizens or nationals of the Contracting Party, be accorded such immunities from immigration restrictions, alien registration requirements and national service obligations, and such facilities as regards exchange regulations as are not less favourable than those accorded by Contracting Parties to the



representatives, officials and experts of comparable rank of any other Contracting Party; and

- (c) be granted such repatriation facilities in time of international crisis as are not less favourable than those accorded by the Contracting Parties concerned to the representatives, officials and experts of comparable rank of any other Contracting Party.

#### **ARTICLE XXIV EXEMPTION FROM TAXATION**

1. The Centre, its assets, property, income, operations and transactions shall be exempt from all direct taxation and from all customs duties on goods imported for its official use.
2. Notwithstanding the provisions of paragraph 1 of this Article, the Centre shall not claim exemption from taxes which are no more than charges for public utility services.
3. The Centre will not normally claim exemption from excise duties and from taxes on the sale of moveable and immovable property which form part of the price to be paid. Nevertheless, where the Centre in making important purchases for official use of property on which such duties and taxes have been charged or are chargeable, Contracting Parties shall, whenever possible, make appropriate administrative arrangements for the remission or the return of the amount of duty or tax.
4. Articles imported under an exemption from customs duties as provided by paragraph 1 of this Article, or in respect of which a remission or return of duty or tax has been made under paragraph 3, shall not be sold in the territory of the Contracting Party granting the exemption, remission or reprieve except under conditions agreed with the Contracting Party.
5. No tax shall be levied on or in respect of salaries and emoluments paid by the Centre to the Directors, Officials or experts performing missions for the Centre, subject to the right of each Contracting Party to tax its nationals and permanent residents.

#### **ARTICLE XXV WAIVER OF IMMUNITIES, EXEMPTIONS AND PRIVILEGES**

1. The exemptions, immunities and privileges provided in Articles XVIII to XXIV are granted in the interest of the Centre. COTED may waive to such extent and upon such conditions as it may determine, the exemptions immunities and privileges provided in the said Articles in cases where such action would, in its opinion, be appropriate in the best interest of the Centre.

2. The Executive Director shall have the right and duty to waive any exemption, immunity or privilege in respect of any official or expert performing a mission for the Centre where, in his opinion, the immunity, exemption or privilege would impede the course of justice and could be waived without prejudice to the interests of the Centre.
3. In similar circumstances and under the same conditions, COTED shall have the right and duty to waive any exemption, immunity or privilege in respect of the Executive Director.

#### **ARTICLE XXVI IMPLEMENTATION**

Each Contracting Party shall take appropriate steps to make the provisions of Articles XVIII to XXIV effective within its jurisdiction and shall inform the Centre promptly.

#### **ARTICLE XXVII QUESTIONS OF INTERPRETATION AND APPLICATION**

Any question of interpretation or application of the provisions of this Agreement not otherwise expressly provided for shall be submitted to COTED for decision.

#### **ARTICLE XXVIII DISPUTES**

Any dispute arising out of the application of the provisions of this Agreement shall be settled by negotiation between the Parties to the dispute, failing which the dispute may, at the written request of either Party be submitted to arbitration before an Arbitral Tribunal in accordance with Article XXIX.

#### **ARTICLE XXIX ARBITRATION PROCEDURE**

1. Each party to a dispute shall appoint one arbitrator. The two arbitrators chosen by the parties shall be appointed within fifteen days following the decision of either party to refer the matter

to arbitration. The two arbitrators shall, within fifteen days following the date of the later appointment, appoint a third arbitrator who shall be the Chairperson. The three arbitrators shall constitute an arbitral tribunal for the purpose of this Agreement and, as far as may be practicable, shall not be nationals of any of the parties to the dispute.

2. Where either party to the dispute fails to appoint an arbitrator under paragraph 1, the Secretary-General shall appoint the arbitrator within ten days following the date by which the appointment should have been made. Where the arbitrators fail to appoint a Chairperson within the time prescribed under paragraph 1, the Secretary-General shall appoint a Chairperson within ten days of the expiry of such prescribed time period.
3. Where there are more than two parties to a dispute, the parties concerned shall agree among themselves on the two arbitrators to be appointed within fifteen days following the decision to refer the matter to arbitration and the two arbitrators shall within fifteen days of their appointment appoint a third arbitrator who shall be the Chairperson.
4. Where no agreement is reached under paragraph 3, the Secretary-General shall make the appointment within ten days and where the arbitrators fail to appoint a Chairperson within the time prescribed the Secretary-General shall make the appointment within ten days of the expiry of such prescribed time period.
5. Notwithstanding paragraphs 1, 2, 3 and 4, parties to a dispute may refer the matter to arbitration and consent to the Secretary-General appointing a sole arbitrator who shall not be a national of a party to the dispute.

### **ARTICLE XXX**

#### **RULES OF PROCEDURE OF ARBITRAL TRIBUNAL**

1. Subject to the relevant provisions of this Agreement, the Arbitral Tribunal shall establish its own rules of procedure.
2. The procedures shall assure a right to at least one hearing before the Arbitral Tribunal as well as the opportunity to provide initial and rebuttal written submissions.
3. The Arbitral Tribunal's hearings, deliberations and initial report, and all written submissions to and communications with the Arbitral Tribunal, shall be confidential.

4. The award of the Arbitral Tribunal shall be confined to the subject-matter of the dispute and shall state the reasons on which it is based.
5. Where the parties cannot agree on the interpretation or implementation of the award either party may apply to the Arbitral Tribunal for a ruling within thirty (30) days of the award. The term of the Arbitral Tribunal shall come to an end unless an application for a ruling has been received, in which case it shall continue for such reasonable time, not exceeding thirty (30) days, as may be required to make the ruling.
6. Decisions of the Arbitral Tribunal shall be taken by a majority vote of its members and shall be final and binding on the parties to the dispute.

#### **ARTICLE XXXI THIRD PARTY INTERVENTION**

A Contracting Party which is not a party to a dispute, on delivery, of a notification to the parties to a dispute and to the Secretary-General, shall be entitled to attend all hearings and to receive written submissions of the parties to a dispute and may be permitted to make oral or written submissions to the Arbitral Tribunal.

#### **ARTICLE XXXII ADDITIONAL INFORMATION FROM EXPERTS**

Where proceedings have commenced, the Arbitral Tribunal may, on its own initiative or on the request of a party to the dispute, seek information and technical advice from any expert or body that it considers appropriate, provided that the parties to the dispute so agree and subject to such terms and conditions as the parties may agree.

#### **ARTICLE XXXIII EXPENSES OF ARBITRAL TRIBUNAL**

1. The expenses of the Arbitral Tribunal, including the fees and subsistence allowances of arbitrators and experts engaged for the purposes of a dispute, shall be borne equally by the parties to the dispute unless the Arbitral Tribunal, taking into account the circumstances of the case, otherwise determines.
2. Where a third party intervenes in the proceedings, the party shall bear the costs associated with the intervention.

**ARTICLE XXXIV  
SIGNATURE**

This Agreement shall be open for signature by any state or territory which is a member or an associate member of the Caribbean Community.

**ARTICLE XXXV  
RATIFICATION**

1. This Agreement shall be subject to ratification by signatories in accordance with their respective constitutional procedures.
2. Instruments of ratification shall be deposited with the Depositary.
3. The Secretary-General shall transmit certified copies of all Instruments of Ratification to the other signatories.

**ARTICLE XXXVI  
ENTRY INTO FORCE**

1. This Agreement shall enter into force upon the deposit of the fifth instrument of ratification with the Depositary.
2. For each signatory that deposits its instrument of ratification, after the date on which the conditions set out in paragraph 1 of this Article are met the Agreement shall enter into force on the thirtieth day following the date on which the instrument of ratification has been deposited.

**ARTICLE XXXVII  
DEPOSITARY**

The Secretariat of the Caribbean Community shall be the Depositary of this Agreement.

**ARTICLE XXXVIII  
ANNEXES**

The Annexes to this Agreement constitute an integral part of this Agreement.

**ARTICLE XXXIX  
REGISTRATION**

This Agreement, and any amendments thereto, shall be registered with the Secretariat of the United Nations in accordance with Article 102 of the United Nations Charter.

**ARTICLE XXXX  
ACCESSION**

1. After the entry into force of this Agreement, a state or territory
  - (a) which is a member or associate member of the Caribbean Community; or
  - (b) to which paragraph 2 of Article III applies,may accede to this Agreement and become a Contracting Party on such terms and conditions as the Contracting Parties may decide.
2. Instruments of Accession shall be deposited with the Depositary.

**ARTICLE XXXXI  
AMENDMENTS**

1. This Agreement may be amended by the unanimous decision of the Contracting Parties.
2. An amendment shall enter into force one month after the date on which the last instrument of ratification is deposited with the Depositary.

**ARTICLE XXXXII  
NOTIFICATION**

Contracting Parties shall notify the Executive Director of the addresses and names of their approved designated authorities for the purpose of notifications under this Agreement.

**ARTICLE XXXXIII  
WITHDRAWAL**

1. A Contracting Party may withdraw from this Agreement by giving one year's notice in writing to the Depositary who shall promptly notify the other Contracting Parties accordingly and the withdrawal shall take effect one year after the date on which the notice has been received by the Depositary, unless the Contracting Party before the withdrawal becomes effective notifies the Depositary in writing of the cancellation of its notice of withdrawal.
2. A notice of withdrawal shall not affect the Contracting Party's obligations assumed under this Agreement prior to the effective date of its withdrawal.
3. A Contracting Party that withdraws from this Agreement undertakes to honour any financial or other obligations duly assumed as a Contracting Party.

#### **ARTICLE XXXXIV IMPLEMENTATION**

The Contracting Parties shall take all necessary action, whether of a legislative, executive or administrative nature, for the purpose of giving effect to this Agreement. Such action shall be taken as expeditiously as possible, and the Executive Director shall be informed accordingly.

**IN WITNESS WHEREOF** the undersigned duly authorized in that behalf by their respective Governments have executed this Agreement.

DONE at Grenada, this 5th day of July Two Thousand and Seventeen, in a single copy, in the English language, each text being equally authentic.