

**AGREEMENT BETWEEN
THE CARIBBEAN FINANCIAL ACTION TASK FORCE
AND THE GOVERNMENT
OF THE REPUBLIC OF TRINIDAD AND TOBAGO
ON THE HEADQUARTERS OF THE
CARIBBEAN FINANCIAL ACTION TASK FORCE
AND ITS PRIVILEGES AND IMMUNITIES**

The Caribbean Financial Action Task Force and the Government of the Republic of Trinidad and Tobago (**hereinafter referred to as the Parties**),

Having Regard to the Memorandum of Understand among Member Government of the Caribbean Financial Action Task Force signed at San Jose, Costa Rica, on October 10, 1996;

Taking into account the provisions of the Privileges and Immunities (Caribbean Financial Action Task Force) Order, 1994, which recognizes the Task Force and its Secretariat as a regional agency and accords it, its officials and representatives certain privileges and immunities;

Cognisant that such recognition requires the conclusion of a Headquarters Agreement with the Government of the Member State where it is located;

Recognising the need to ensure the availability of all necessary facilities to enable the Caribbean Financial Action Task Force to perform its functions as required by the Memorandum of Understanding;

Desiring to conclude an agreement for the purpose of regulating questions relating to the establishment and functioning of the Caribbean Financial Action Task Force in Trinidad and Tobago;

Have agreed as follows:

Article 1
DEFINITION

For the purpose of this Agreement:

- (a) “Memorandum” means the Memorandum of Understanding among Member Governments of the Caribbean Financial Action Task Force signed at San Jose, Costa Rica on October 10, 1996;
- (b) “Task Force” means the Caribbean Financial Action Task Force as described in the Memorandum of Understanding signed at San Jose, Costa Rica on October 10, 1996;
- (c) “Members” has the same meaning as defined in article II of the Memorandum of Understanding;
- (d) “Government” means the Government of the Republic of Trinidad and Tobago;
- (e) “Competent authorities” means such government, municipal or other authorities in Trinidad and Tobago as may be appropriate in the context and in accordance with the laws applicable in Trinidad and Tobago;
- (f) “Headquarters” means;
 - (i) the area, defined in the annex to this Agreement, with the building or buildings upon it; and
 - (ii) any other land, buildings or part of buildings which may be included therein by supplementary agreement between the Task Force and the Government;
- (g) “Executive Director” means the Executive Director of the Task Force or his authorized representative;
- (h) “Secretariat” means the Secretariat of the Task Force, as described in article XII of the Memorandum;
- (i) “Laws of Trinidad and Tobago” means the Constitution of

Trinidad and Tobago, statute law and regulations made pursuant to statutes and include common laws;

- (j) “Officials of the Task Force” means the Executive Director, Deputy Executive Director, Programme Manager and any member of staff of the Task Force listed in accordance with article 12 of this Agreement or any such person awarded this designation as a result of discussion between the Task Force and the Government;
- (k) “Archives” means records and correspondence and any information on paper or other medium, or stored on computers or related media, documents, manuscripts, maps, still and moving pictures, films and sound recordings belonging to or held by the Task Force in Trinidad and Tobago. This list may be extended based on new technological developments;
- (l) “Council” mean the Council of Ministers of the Task Force, as described in article VII of the Memorandum;
- (m) “Representatives of Members” shall include all delegates, alternates, advisers and technical experts.

Article 2 HEADQUARTERS PREMISES

1. The Headquarters Premises of the Task Force shall be the area as defined in the annex 1 to this Agreement and such other facilities on such terms and conditions as specified in supplementary agreements.
2. The Headquarters Premises shall be inviolable.

Article 3 LEGAL PERSONALITY AND CAPACITY OF THE TASK FORCE

The Task Force shall have international legal personality and such legal capacity as may be necessary for the exercise of its functions and the fulfilment of its purposes in accordance with the Memorandum; consequently it has, in particular, the capacity:

- (a) To contract;
- (b) To acquire and dispose of immovable and movable property;
and
- (c) To be a party to legal proceedings.

Article 4
COMMUNICATIONS FACILITIES

1. For the purpose of its official communications, the Task Force shall enjoy as far as is compatible with international agreements, regulations and arrangements to which Trinidad and Tobago is a party, treatment at least as favourable as that which is accorded to international organizations in the matter, *inter alia*, of priorities, rates and taxes applicable to mail and different forms of telecommunications - cables, telegrams, radiograms, telephone and other types of communications.

2. The Task Force shall be immune from censorship of its correspondence or other communications and from any other form of interception or interference with their privacy. Such inviolability shall extend, without limitations by reason of this enumeration, to publications, still and moving pictures, films and sound or videotape recordings dispatched to or by the Task Force.

3. The Task Force shall have the right to use codes and ciphers and to dispatch and receive its correspondence and other materials by courier or in sealed bags, which shall have the same privileges and immunities as diplomatic couriers and bags.

Article 5
FREEDOM OF ASSEMBLY

The Government recognises the right of the Task Force to convene meetings within the Headquarters or, with prior notification to the Government, elsewhere in Trinidad and Tobago.

Article 6
INVIOABILITY OF ARCHIVES

The archives of the Task Force at all times and wherever located shall be inviolable.

Article 7
**IMMUNITY AND EXEMPTIONS OF THE TASK FORCE,
ITS PROPERTY AND ASSETS**

1. The Task Force, its property and assets shall enjoy immunity from legal process except to the extent that the Task Force expressly waives this immunity in a particular case. No waiver of immunity shall subject the property of the Task Force to any measure of execution.
2. Save as otherwise provided in paragraph 1, the property and assets of the Task Force, wherever located and by whomsoever held, shall be immune from search, requisition, confiscation, expropriation or any other form of interference.

Article 8
EXEMPTION FROM TAXES AND CUSTOMS DUTIES

1. The Task Force, its assets and property, its income, and its operations and transactions, shall be exempt from all direct taxation, and goods imported or exported for its official use shall be exempt from all customs duties. The Task Force shall not claim exemption from taxes which are no more than charges for services rendered.
2. When purchases of goods or services necessary for the official activities of the Task Force are made by or on behalf of the Task Force, and when the price of such goods or services include taxes or duties, appropriate measures shall, to the extent practicable, be taken by the Government to grant exemption from such taxes or duties or provide for their reimbursement.
3. The Task Force shall be exempt from all customs duties, prohibitions and restrictions on goods imported and exported for its official use, subject to the provisions of general international conventions and health restrictions.

4. The Task Force shall be exempt from all taxes, duties, export and import restrictions with respect to its official publications.

5. Goods imported or purchased under an exemption provided for in this article shall not be sold or otherwise disposed of in the territory of Trinidad and Tobago, except under conditions agreed with the Government.

Article 9 **Financial facilities**

1. Without being subject to any financial controls, regulations or moratoria of any kind, the Task Force may, for official use only:-

- (a) Purchase any currencies through authorized channels, hold and dispose of any funds, currencies, securities and gold;
- (b) Operate accounts in any currencies;
- (c) Transfer its funds, securities, gold and foreign currencies to or from any other country, or within Trinidad and Tobago; and
- (d) Raise funds through the exercise of its borrowing power or in any other manner which it deems desirable, except that with respect to the raising of funds within Trinidad and Tobago, the Task Force shall obtain the concurrence of the Government.

2. The Task Force shall, in exercising its rights under this article, pay due regard to any representations made by the Government.

Article 10 **FREEDOM OF TRANSIT**

1. Subject to paragraphs 2 and 3 below, the Government agrees not to impose any impediment in the way of transit to or from the Headquarters of the Task Force of the persons listed below:

- (a) Representatives of Members;
- (b) Officials of the Task Force as well as Members of their immediate families forming part of their household;

- (c) Technical advisors and experts on the official business of the Task Force.
- 2. This article shall not apply in the case of general interruptions of transportation.
- 3. The Executive Director shall communicate to the Government the names of persons mentioned in paragraph 1 of this Article.
- 4. Visas, where required for persons referred to in paragraph 1, shall be granted as promptly as possible.
- 5. It is understood that persons referred to in paragraph 1 shall not be exempt from the reasonable application of quarantine and other health regulations.
- 6. This article shall not prevent the Competent Authorities from requiring that persons claiming the rights granted by this article present reasonable evidence that they fall within the classes described in paragraph 1.

Article 11
PRIVILEGES AND IMMUNITIES

- 1. Officials of the Task Force shall, while exercising their functions in Trinidad and Tobago, enjoy the following privileges and immunities:
 - (a) Exemption from immigration restrictions, alien registration and national service obligations;
 - (b) Exemption from work permit obligations only in respect of their official duties at the Task Force;
 - (c) Exemption from any form of direct taxation on salaries and emoluments paid to them by the Task Force or by any other organisation or agency;
 - (d) The right to import free from all customs duties, purchase taxes, stamp duties and related charges other than charges for storage, cartage and similar services, personal and household effects, including one automobile for personal use, subject to such

duties in Trinidad and Tobago, or within such period which, in the discretion of the Permanent Secretary of the Ministry of Foreign Affairs, may be made available to the official for such importation. The sale or disposal of such motor vehicles shall be subject to the same terms and conditions governing the sale or disposal of motor vehicles of members of international organisations who are resident in Trinidad and Tobago;

(e) Immunity from legal process in respect of words spoken or written and all acts performed by them in their official capacity.

2. The privileges and immunities described in paragraphs 1 (a), 1 (b), 1 (c) and 1 (d) of this Article shall not apply to nationals of Trinidad and Tobago employed by the Task Force.

3. Without prejudice to paragraph 1 of this Article above, the Executive Director of the Task Force residing in Trinidad and Tobago, as well as members of his family living with him, shall enjoy the privileges, immunities, exemptions, and facilities as are granted to the heads of International Organizations accredited to Trinidad and Tobago.

4. The privileges and immunities accorded by this Agreement are not for the personal benefit of the individual themselves, but in order to safeguard the independent exercise of their functions in connection with the Task Force. Consequently, the Executive Director not only has the right but is under a duty to waive the immunity of any person entitled thereto in any case where in his opinion the immunity would impede the course of justice, and it can be waived without prejudice to the purpose for which the immunity is accorded. In the case of the Executive Director, the Council shall have the power to waive his immunity.

5. In the event of the Executive Director of the Task Force being a national of Trinidad and Tobago the privileges and immunities referred to in paragraph 3 of this article would be subject to modification after agreement between the Government of Trinidad and Tobago and the Task Force.

Article 12
LIST OF OFFICIALS OF THE TASK FORCE

The Executive Director shall communicate to the Government a list of persons referred to in article 11 and shall revise such list from time to time as may be necessary.

Article 13
IDENTITY CARD

The Government shall provide the officials of the Task Force as well as members of their immediate families forming part of their household with an identity card certifying that they are enjoying the privileges, immunities and facilities specified in this Agreement. This card shall also serve to identify the holder in relation to the Competent Authorities.

Article 14
CHANNELS OF COMMUNICATION

Any difference between the Government and the Task Force arising out of the interpretation or application of this Agreement which is not settled by consultation or negotiation shall be referred for final decision to an arbitrator agreed upon by the Government and the Task Force. Either party to the Agreement may request that a difference be referred to an arbitrator. If the parties fail to agree on the appointment of an arbitrator within two months of the request to refer to arbitration, the arbitrator shall be appointed by the Executive Director of the Task Force. The arbitrator shall settle the question of procedure in respect of arbitration.

Article 15
SETTLEMENT OF DISPUTES

The Task Force shall make suitable provisions for the proper settlement of:

- (a) Disputes arising out of contracts, or disputes of a private law character to which the Task Force is a party.
- (b) Disputes involving an official of the Task Force or any person

immunity has not been waived.

Article 16
OPERATION OF THE AGREEMENT

1. All communications regarding the application of the provisions of this Agreement shall be made through the Ministry of Foreign Affairs of Trinidad and Tobago.
2. Nothing contained in this Agreement shall be construed so as to preclude the adoption of measures considered appropriate by the Government of the Republic of Trinidad and Tobago for its security.

Article 17
SUPPLEMENTARY AGREEMENTS

The Task Force and the Government may enter into such supplementary agreements as may be necessary.

Article 18
AMENDMENTS

Consultations with respect to amendments to this Agreement shall be entered into at the request of either party, and such amendments shall be made by mutual consent. Amendments to this Agreement shall enter into force immediately upon signature by the Parties.

Article 19
TERMINATION OF THE AGREEMENT

This Agreement and any agreement supplementary thereto shall cease to have effect one year after either party has given notice in writing to the other party of its decision to terminate the Agreement, except for such provisions as may be applicable in connection with the orderly termination of the operations of the Task Force at its Headquarters and for the transfer and disposal of its property in Trinidad and Tobago.

Article 20
FINAL PROVISIONS

This Agreement shall enter into force provisionally upon its signature by the Government and the Task Force and definitively when the Government shall have communicated to the Task Force that it has completed all the necessary internal legal requirements for giving legal effect to its provisions.

Done at Port of Spain this 23rd day of March, 1999, in two originals in Spanish and English, each text being equally authentic.

**FOR THE CARIBBEAN
FINANCIAL ACTION
TASK FORCE**

**FOR THE GOVERNMENT
OF THE REPUBLIC OF
TRINIDAD AND TOBAGO**

ANNEX

The area referred to in article 2, paragraph 2, of this Agreement consists at this date of office space at Sackville House, 35-37 Sackville Street, Port of Spain, which the Task Force has occupied since April, 1998.