

COMMONWEALTH OF DOMINICA

ACT No. 3 OF 2007

I assent



Nicholas J. O. Liverpool
President

27th January, 2007.

**AN ACT TO PROVIDE FOR THE IMPLEMENTATION
OF THE AGREEMENT ESTABLISHING THE
CARIBBEAN COMMUNITY IMPLEMENTA-
TION AGENCY FOR CRIME AND SECURITY.**

(Gazetted 1st February 2007.)

BE IT ENACTED by the Parliament of the Commonwealth
of Dominica as follows:

1. This Act may be cited as the -

Short title.

**CARICOM IMPLEMENTATION AGENCY
FOR CRIME AND SECURITY ACT, 2007.**

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- Commencement. **2.** This Act shall be deemed to have come into force on the 8th day of January, 2007.
- Interpretation. **3.** In this Act unless the context otherwise requires –
- “Agency” means the CARICOM Implementation Agency for Crime and Security .
- “Agreement: means the Agreement establishing the CARICOM Implementation Agency for Crime and Security.
- “Minister” means the Minister responsible for National Security.
- Agreement to have the force of law. **4.** (1) The Agreement, the text of which is set out in the Schedule, shall have the force of law in Dominica.
- (2) The Agency shall have full juridical personality.
- Amendment of schedule. **5.** Where the Agreement is amended in accordance with Article 18, the Minister shall, by Order amend the Schedule accordingly.
- Powers of Minister to make order. **6.** The Minister may, by Order make such provisions as may be necessary for carrying into effect any of the Articles of the Agreement.

SCHEDULE

**AGREEMENT ESTABLISHING THE CARICOM
IMPLEMENTATION AGENCY FOR CRIME AND
SECURITY**

THE CONTRACTING PARTIES,

RECALLING the decision of the Conference of the Heads of Government of the Caribbean Community at its Twenty Sixth meeting in Saint Lucia on 3-5 July, 2005 to approve the establishment of the Management Structure for Crime and Security Agenda that includes the following elements:

- (a) a Council of Ministers with responsibility for National Security and Law Enforcement;
- (b) a Sub-Committee of Ministers responsible for National Security and Law Enforcement to focus specifically on resource mobilization, implementation and other urgent matters;
- (c) a Security Policy Advisory Committee (SEPAC), comprising Permanent Secretaries, Advisors, or other Senior Policy Officials and Chairpersons of the Standing Committees of CARICOM Heads of Operational Entities;
- (d) an Implementation Agency for Crime and Security (IMPACS) , the nerve centre of this Management Framework and an institution of CARICOM with primary responsibility for the implementation of the regional crime and security agenda, reporting directly to the Council of Ministers with responsibility for National Security and Law Enforcement;
- (e) a Coordinating Information Management Authority (CIMA) with a mandate to advise on appropriate systems and technologies to be utilized in the Regional Intelligence and Information Sharing System to be established and to continue to monitor developments to ensure efficiency and effectiveness;
- (f) Standing Committees of Operational Heads, which will provide technical advice to the policy and political levels as follows-
 - (i) Commissioners of Police;
 - (ii) Chiefs of Immigration;
 - (iii) Chiefs of the Military;
 - (iv) Comptrollers of Customs; and
 - (v) Heads of Intelligence and Financial Intelligence Units;

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ENDORSING the management structure for crime and security for the Community;

CONVINCED that a cooperative approach by the Community is a very effective way to confront and address crime and security issues;

AFFIRMING the importance of the principles of sovereign equality, mutual respect and friendly relations,

HAVE AGREED as follows:

ARTICLE 1

USE OF TERMS

In this Agreement:

“Community” means the Caribbean Community including the CARICOM Single Market and Economy established by the Revised Treaty of Chaguaramas, signed at Nassau, The Bahamas on 5 July 2001;

“Conference: means the Conference of Heads of Government, so named in paragraph 1 of Article 10 of the Revised Treaty Chaguramas, signed at Nassau the Bahamas on 5 July 2001;

Contracting Party” means a State Party to this Agreement;

“Council” means the Council of Ministers Responsible for National Security and Law Enforcement;

“Depositary” means the Secretary-General of the Community;

“Executive Director” means Executive Director appointed under Article 6(2);

“Member State” means a Member State of the Community;

ARTICLE 2

ESTABLISHMENT OF THE CARICOM IMPLEMENTATION AGENCY FOR CRIME AND SECURITY

1. There is hereby established the CARICOM Implementation Agency for Crime and Security, hereinafter referred to as “IMPACS”, having the composition, powers and functions set out in this Agreement.
2. IMPACS shall report to the Council which shall, *inter alia*, determine the policy of IMPACS, having regard to the objectives of IMPACS.
3. The Headquarters of IMPACS shall be located in the territory of a Contracting Party to be determined by the Contracting Parties.

ARTICLE 3

OBJECTIVES OF IMPACS

IMPACS shall be responsible for the implementation of actions designed to ensure the realization of the objectives of the regional crime and security agenda as agreed by Conference.

ARTICLE 4

FUNCTIONS OF THE COUNCIL

1. The Council shall be responsible for the policy and overall direction of the activities and programmes of IMPACS.

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2. In furtherance of the objectives of IMPACS as set out in Article 3, the Council shall, inter alia –
- (a) give directions to IMPACS on matters relating to crime and security;
 - (b) consider the crime and security programmes and activities of IMPACS and take such action as is necessary;
 - (c) receive, consider and approve reports relating to the matters outlined at (b);
 - (d) approve the organizations with which IMPACS may establish and maintain functional co-operation in relation to crime and security matters;
 - (e) determine the programmes at which IMPACS may participate;
 - (f) determine the organizations in whose work IMPACS should participate as a member or observer as the case may be;
 - (g) approve the work programme of IMPACS;
 - (h) approve the annual budget and audited financial statements of IMPACS;
 - (i) assess the contributions of Contracting Parties to the budget of IMPACS and make recommendations to the Conference;
 - (j) approve staff regulations recommended by the Executive Director;
 - (k) exercise control over appointments and termination of appointments; and

- (l) do all other such acts as may be necessary for fulfilling the objectives of IMPACS as set out in Article 3

ARTICLE 5
FUNCTIONS OF IMPACS

Subject to the direction of the Council, IMPACS shall, *inter alia* –

- (a) be responsible for the implementation of actions agreed by the Council relating to crime and security;
- (b) undertake the development and implementation of projects in furtherance of the objectives of IMPACS as set out in Article 3;
- (c) initiate and develop proposals for consideration and determination by the Council;
- (d) advise the Council on appropriate regional responses to crime and security arrangements on the basis of research and analysis conducted by IMPACS;
- (e) perform the role of an executing agency for regional projects relating to matters of crime and security;
- (f) provide a clearing-house for relevant information in matters relating to crime and security;
- (g) mobilize resources in support of the regional crime and security agenda and negotiate technical assistance;

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- (h) contribute to the development and implementation of strategies for effective representation of the Community at international fora relating to crime and security;
- (i) disseminate information to Contracting Parties with respect to evolving regional and international trends in crime and security;
- (j) collaborate and co-ordinate with national and international crime prevention and control agencies for crime prevention and enhancing security for the Community;
- (k) develop, in collaboration with the Community Secretariat, roles, functions and Rules of Procedure for such committees as may be established in furtherance of the regional crime and security agenda;
- (l) undertake such research and other responsibilities as may be required to facilitate the functioning of IMPACS; and
- (m) undertake such other related functions as may be determined by the Council.

ARTICLE 6

COMPOSITION OF IMPACS

1. IMPACS shall consist of an Executive Director and such professional, administrative and other staff as may be required to carry out its functions.
2. The Executive Director shall be appointed by the Council for a term not exceeding five (5) years on such terms and conditions as the Council may determine and shall be eligible for re-appointment

3. The professional, administrative and other staff shall be appointed by the Executive Director and on the terms and conditions approved by the Council in the recruitment of such staff of IMPACS, consideration shall be given to securing the highest standards of efficiency, competence and integrity, bearing in mind the principle of equitable geographical representation.
4. In the performance of their duties, the staff of IMPACS shall neither seek nor receive instructions from any body other than the Council.
5. The staff of IMPACS shall refrain from any action which might reflect adversely on their position as officials of IMPACS.

ARTICLE 7

DUTIES OF THE EXECUTIVE DIRECTORS

Subject to the general directions of the Council, the Executive Director shall take overall responsibility for *inter alia*-

- (a) the implementation of the policies of IMPACS;
- (b) overall administration and co-ordination of activities and programmes of IMPACS;
- (c) the control of revenue and expenditure of IMPACS as approved by the Council;
- (d) ensuring that the correct procedures are followed with respect to all matters within the competence of IMPACS; and

- (e) the submission of the report of the auditors and the draft annual budget of IMPACS to the Council for its approval.

ARTICLE 8

THE BUDGET

1. The Executive Director shall prepare a draft annual budget of IMPACS and present it to the Council for approval.
2. The draft budget shall comprise-
 - (a) annual contributions from the Contracting Parties in such proportions as may be agreed by the Contracting Parties;
 - (b) grant funds received from regional and international donor agencies;
 - (c) any other source of income approved by the Council.
3. IMPACS shall not solicit nor accept any grant, gift or other material benefit from any source except with the approval of Council.
4. A Contracting Party shall, upon entry into force of this Agreement, contribute or cause to be contributed to IMPACS, an amount to be determined by the Contracting Parties.
5. A State acceding to this Agreement shall make contributions to IMPACS in accordance with the provisions set out in its instrument of accession.

6. The Executive Director shall cause the accounts of IMPACS to be audited annually by external auditors approved by the Council.
7. The report of the auditors shall be presented by the Executive Director to the Council for consideration.
8. The Executive Director, with the approval of the Council shall establish financial regulations for IMPACS.

ARTICLE 9

STATUS, PRIVILEGES AND IMMUNITIES

The Contracting Parties shall accord to IMPACS, the status, immunities, exemptions and privileges set out in Articles 10 to 15 in order to enable it to effectively fulfil its objectives and carry out its functions.

ARTICLE 10

LEGAL STATUS OF IMPACS

1. IMPACS shall possess full juridical personality.
2. In any legal proceedings, IMPACS shall be represented by the Executive Director.

ARTICLE 11

IMMUNITY OF ASSETS AND ARCHIVES

1. Property and assets of IMPACS, 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.

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2. The archives and all documents belonging to or held by IMPACS, shall be inviolable, wherever located.

ARTICLE 12

FREEDOM OF ASSETS FROM RESTRICTIONS

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

- (a) may hold assets of any kind and operate accounts in any currency;
- (b) shall be free to transfer its 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 13

PRIVILEGE FOR COMMUNICATIONS

Each Contracting Party shall accord the official communications of IMPACS treatment not less favourable than it accords to the official communications of any other inter-governmental organization.

ARTICLE 14

**PRIVILEGES AND IMMUNITIES OF IMPACS
PERSONNEL**

1. Officials of IMPACS and experts performing missions for IMPACS:

- (a) shall be immune from legal process in respect of acts performed by them in their official capacity; and
 - (b) shall, unless they are nationals of the host country –
 - i. be accorded such immunities from immigration restrictions, alien registration requirements and national service obligations, and such facilities as regards exchange control regulations; and
 - ii. be granted such repatriation facilities in times of international crisis, as are not less favourable than those accorded by the Contracting Parties to the representatives, officials and experts of comparable rank of any other Contracting Party
2. The Executive Director shall notify the Contracting Parties of the officials and experts to be accorded the immunities and privileges specified in paragraph 1.

ARTICLE 15

EXEMPTION FROM TAXATION

- 1. IMPACS, 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, IMPACS shall not claim exemption from taxes

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which are no more than charges for public utility services.

3. Subject to paragraph (4), IMPACTS shall not normally claim exemption from excise duties and from taxes on the sale of movable and immovable property which form part of the price to be paid.
4. Where IMPACS purchase property for official use 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 on tax.
5. Goods imported under an exemption from customs duties as provided by paragraph 1, or in respect of which a remission or return of duty or tax has been made under paragraph 4, 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.
6. Subject to paragraph (7), no tax shall be levied on or in respect of salaries and emoluments paid by IMPACS to the officials of IMPACS or experts performing missions for IMPACS.
7. Contracting Parties reserve the right to tax their own citizens, nationals or persons permanently resident in the territories of such Contracting Parties.

ARTICLE 16

**WAIVER OF IMMUNITIES, EXEMPTIONS AND
PRIVILEGES**

1. The Contracting Parties may, on the recommendation of Council, to such extent and upon such conditions as it may determine, waive the immunities, exemptions and privileges provided in Articles 11 to 15 in cases where such action would, in its opinion, be appropriate in the best interest of IMPACS.
2. The Executive Director may, in accordance with applicable rules, waive any immunity, exemption or privilege in respect of any official of IMPACS or any expert performing a mission for IMPACS 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 IMPACS.
3. In similar circumstances and under the same conditions, the Council may waive any immunity, exemption or privilege in respect of the Executive Director .

ARTICLE 17

SIGNATURE

This Agreement is open for signature by Member States of Community.

ARTICLE 18

AMENDMENT

1. This Agreement may be amended by the Contracting Parties.

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2. Every amendment shall be subject to ratification by the Contracting Parties and shall enter into force one month after the deposit of the last instrument of ratification.

ARTICLE 19

ENTRY INTO FORCE

1. This Agreement shall enter into force upon signature by three (3) Member States.
2. This Agreement and every amendment thereto shall be transmitted by the Depositary to each Contracting Party.

ARTICLE 20

WITHDRAWAL

1. A Contracting Party may withdraw from this Agreement by giving twelve months' notice in writing to the Depositary who shall promptly notify the other Contracting Parties and the withdrawal shall take effect accordingly, unless the Contracting Party notifies the Depositary in writing of the cancellation of its notice of withdrawal before the effective date of the withdrawal.
2. A Contracting Party that withdraws from this Agreement undertakes to honour any financial or other obligations duly assumed as a Contracting Party.

ARTICLE 21

ACCESSION

1. After the entry into force of this Agreement, a State may, if the Contracting Parties so determine, accede to this Agreement.
2. Accession shall be on such terms and conditions as the Contracting Parties decide and shall take effect one month following the deposit of the instrument of accession with the Depositary.
3. The Depositary shall forward copies of the instruments to each Contracting Party notifying them of the dates of deposit of the instruments.

IN WITNESS WHEREOF, the undermentioned representatives duly authorized in that behalf have executed this Agreement for their respective Governments:

DONE at Basseterre, St. Kitts and Nevis the 6th day of July 2006.

Signed by Baldwin Spencer for the Government of Antigua and Barbuda on the 6th day of July 2006.

Signed by Owen Arthur for the Government of Barbados on the 6th day of July 2006.

Signed by Roosevelt Skerrit for the Government of the Commonwealth of Dominica on the 6th day of July 2006.

Signed by Keith Mitchel for the Government of Grenada on the 6th day of July 2006.

Signed by Bharrat Jagdeo for the Government of the Co-operative Republic of Guyana on the 6th day of July 2006.

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Signed by Portia Simpson Miller for the Government of Jamaica
on the 6th day of July 2006.

Signed by Denzel Douglas for the Government of Federation of
St. Kitts and Nevis on the 6th day of July 2006.

Signed by Kenny Anthony for the Government of Saint Lucia on
the 6th day of July 2006.

Signed by Ralph Gonsalves for the Government of St. Vincent
and the Grenadines on the 6th day of July 2006.

Signed by Patrick Manning for the Government of the Republic
of Trinidad and Tobago on the 6th day of July 2006.

Passed in the House of Assembly this 8th day of January, 2007.

ALEX F. PHILLIP (MRS.)
Clerk of the House of Assembly

DOMINICA

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