
Fifth Session Third Parliament Trinidad and Tobago
24 Elizabeth II



TRINIDAD AND TOBAGO

Act No. 56 of 1975

[L.S.]

AN ACT to provide for the implementation by Trinidad and Tobago of the Agreement establishing the Caribbean Aviation Training Institute and for matters connected therewith and incidental thereto.

[Assented to 11th December, 1975]

BE IT ENACTED by the Queen's Most Excellent Majesty, ^{Enactment} by and with the advice and consent of the Senate and House of Representatives of Trinidad and Tobago, and by the authority of the same, as follows:—

1. This Act may be cited as the Caribbean Aviation Training Institute Act, 1975. ^{Short Title}

Interpretation

2. In this Act—

“Agreement” means the Agreement establishing the Caribbean Aviation Training Institute set out in the First Schedule;

“Board” means the Board of Trustees established under the Agreement;

“Council” means the Governing Council established under the Agreement for the purpose of controlling the Institute;

“Institute” means the Caribbean Aviation Training Institute established under the Agreement.

Incorporation

3. The Institute is hereby created a body corporate.

Object of Institute

4. The object of the Institute is to—

(a) provide training in such courses as the Council may from time to time approve; and

(b) engage in with the prior approval of the Council, research programmes relating to such aspects of civil aviation as may be necessary or expedient to enable it to function effectively.

Address for service of documents

5. (1) The Institute shall at all times have a permanent address in Trinidad and Tobago for the service of documents on it and such address and every change thereof shall be registered with the Registrar General.

(2) All documents to be served on the Institute may be served by leaving the same at, or by sending the same by registered post to the registered address.

Payments to be made out of Consolidated Fund

6. (1) All payments required to be made to the Institute by Trinidad and Tobago under the provisions of the Agreement shall be paid out of the Consolidated Fund on the warrant of the Minister of Finance.

(2) The accounts of the Institute shall be audited annually by the Auditor General.

7. (1) The Institute, its assets, operations and trans-^{Exemptions} actions shall be, subject to subsection (2), exempt from all direct taxation and no customs duties nor charge of equivalent effect shall be paid on any article imported for its official use.

(2) The Institute shall not be entitled to exemption from taxes which are merely charges for public utility services.

8. (1) The facilities, privileges and immunities set ^{Privileges and immunities of personnel} out in the Second Schedule shall be accorded to the personnel of the Institute including personnel of the United Nations Development Programme and of any other United Nations organisation associated with the Institute during the period of the United Nations support to the Institute.

(2) The provisions of subsection (1) shall not apply to personnel of the Institute who are citizens and residents of Trinidad and Tobago (within the meaning of ^{No. 41 of 1969} the Immigration Act, 1969).

9. The privileges and immunities set out in the ^{Privileges and immunities may be waived} Second Schedule or any of them, may be waived by the Council, if, in the opinion of the Council the privilege or immunity would impede the course of justice and can be waived without prejudice to the successful completion of the project or to the interest of the United Nations Development Programme or any other United Nations Organisation associated with the project.

10. The United Nations shall provide the Govern- ^{United Nations to provide list of personnel} ment of Trinidad and Tobago with the list of its personnel to whom the privileges and immunities shall apply.

11. If in any proceedings a question arises as to the ^{Certificate of Minister conclusive} entitlement of the Institute or any of its personnel to any exemptions, privileges or immunities under this Act, a certificate issued by or under the authority of the Minister of External Affairs to the effect that the Institute or any of its personnel is or is not so entitled shall be conclusive evidence of the question.

12. Paragraph 9 of the Agreement shall have the ^{Paragraph 9 of Agreement to have force of law} force of law in Trinidad and Tobago.

FIRST SCHEDULE

AGREEMENT ESTABLISHING THE CARIBBEAN AVIATION TRAINING INSTITUTE

THE STATES PARTIES TO THIS AGREEMENT hereby establish with United Nations Development Programme (UNDP) assistance, the Caribbean Aviation Training Institute (hereinafter called "the Institute") to be located at Waller Airfield in the State of Trinidad and Tobago, and undertake, to the extent practicable to make full use of the facilities at the Institute for their training needs.

PURPOSE OF THE INSTITUTE

1. The primary purpose of the Institute shall be to train candidates from the participating States in civil aviation disciplines, using English as the medium of instruction.

2. The facilities of the Institute shall also be available to candidates from non-participating States, under arrangements approved by the Governing Council.

3. In the initial phase of operation of the Institute candidates shall be trained in the following disciplines:—

Air Traffic Services, Aeronautical Information Service, Pilot Training, Aircraft Maintenance, Avionics, Aerodrome Fire and Rescue Services, Airport Management.

4. Subsequently, the curriculum may be expanded to incorporate training in other disciplines, as may be approved by the Governing Council of the Institute.

5. With the approval of the Governing Council the Institute may also be used as a venue for research into such aspects of civil aviation as may be required, including the arranging of conferences and seminars.

TRAINING STANDARDS

6. The training courses shall be designed to ensure that students completing the courses shall be qualified by knowledge and skill to meet the standards set in the licensing and other regulations of the participating States and the standards set or implied in Annex 1 to the Chicago Convention.

ADMISSION

7. In order to ensure a high output of qualified personnel from the Institute and to minimize wastage of training effort, participating States agree to sponsor for training only candidates capable of meeting the approved admission standards of the Institute.

STATUS OF THE INSTITUTE

8. The Government of Trinidad and Tobago shall enact the necessary legislation to enable the Institute to function as an autonomous organization.

9. The Institute shall enjoy in the territory of each participating State such legal capacity, privileges and immunities as are necessary for the exercise of its functions and accomplishment of its purposes.

THE GOVERNING COUNCIL

10. The Institute shall be controlled by a Governing Council (hereinafter called "the Council") which shall meet not less than once a year.

11. All participating States shall have an equal right to be represented at the meetings of the Council and each participating State shall be entitled to one vote. No delegate may represent more than one State. Delegates representing participating States may be assisted by technical advisers who may participate in the meetings but shall have no vote.

12. The UNDP and ICAO shall also have the right to be represented at meetings of the Council for the duration of the UNDP assistance. Their representatives shall not exercise voting rights.

13. A majority of the participating States is required to constitute a quorum for the meetings of the Council. Subject to paragraphs 14(f) and 39 decisions of the Council shall be taken by a majority of the votes cast.

14. The powers and duties of the Council shall be to:

- (a) elect at each meeting its President and other officers;
- (b) elect the participating States to be represented on the Board of Trustees;
- (c) determine its own rules of procedure and establish such subsidiary commissions as it may consider to be necessary or desirable;
- (d) establish policy for the operation and development of the Institute;
- (e) examine and take appropriate action on the reports of the Board of Trustees and decide on any matter referred to it by the Board of Trustees;
- (f) approve annual budgets and determine the financial arrangements of the Institute. The annual budgets must be approved by two-thirds vote of the total Membership of the Council;
- (g) review expenditures and approve the accounts of the Institute;
- (h) approve the training standards to be applied in the Institute;
- (i) determine the procedures for selection, recruitment and termination of appointment of the personnel to be employed by the Institute as well as their salaries, allowances and conditions of service;

- (j) refer at its discretion, to the Board of Trustees, to subsidiary commissions, or to any other body any matter within its sphere of action;
- (k) delegate to the Board of Trustees the powers and authority necessary or desirable for the discharge of the functions of the Institute;
- (l) consider proposals for the modification or amendment of the provisions of this Agreement and, if it approves the proposals, recommended them to the participating States in accordance with the provisions of paragraph 39;
- (m) appoint the Co-Manager of the Project and the Principal;
- (n) do any other acts or things regarding the conduct of the affairs of the Institute which are necessary to fulfill the objectives of the Institute.

THE BOARD OF TRUSTEES

15. A Board of Trustees (hereinafter called "the Board") shall be established to act for and on behalf of the Council between meetings of the Council. It shall consist of five participating States elected by the Council and, *ex officio*, the Principal of the Institute who shall not have the right to vote. The Board shall meet at intervals not greater than six months. Members of the Board may be assisted by technical advisers who may participate in the meetings but shall have no vote.

16. The election of the members of the Board shall be made at the first meeting of the Council and thereafter every year. The members of the Board so elected shall hold office for a period of not less than one year. Serving members shall be eligible for re-election.

17. Any vacancy on the Board shall be filled by the Council as soon as possible; any participating State so elected to the Board shall hold office for the unexpired portion of its predecessor's term of office.

18. The voting members of the Board shall constitute a quorum. Decisions shall be by vote. In the event of a tie the Chairman shall have the casting vote.

19. The Board shall elect its own Chairman, who shall be eligible for re-election.

20. The duties of the Chairman shall be to:

- (a) convene meetings of the Council;
- (b) convene meetings of the Board;
- (c) serve as representative of the Board;
- (d) carry out on behalf of the Board the functions which the Board assigns to him.

21. The Board shall:

- (a) determine its own rules of procedure;
- (b) submit annual reports to the Council;
- (c) carry out the directions of the Council;
- (d) approve after appropriate consultation with the Government of Trinidad and Tobago, the appointment of the international experts to be assigned to the project in accordance with the Work Plan of the Project as approved;
- (e) administer the finances of the Institute;
- (f) approve the course schedules and curricula.

PERSONNEL

22. The Institute shall be administered by a Principal. The Project Manager shall be the Principal until hand-over of that duty to his appointed counterpart in accordance with the provisions for such hand-over in the approved Work Plan of the UNDP Project.

23. The Principal shall be responsible to the Board and through it to the Council for the operation of the Institute.

24. The Principal shall be responsible for the appointment, supervision, control and termination of appointment of all the personnel of the Institute. In exercising these functions he shall comply with the procedures established by the Council, in accordance with the provisions of paragraph 14(i).

25. The instructors, senior technical and administrative staff employed by the Institute shall be recruited, as far as practicable, from the participating States. All other staff shall normally be recruited from the state of Trinidad and Tobago.

26. While it is desirable that the participating States are as equitably represented as possible in the instructor and senior technical and administrative cadre of the Institute, the primary criterion in selecting such staff shall be competence.

FINANCES

27. The State of Trinidad and Tobago shall bear the initial capital cost of providing land, buildings, equipment and furniture, aviation facilities and services for the Institute as specified in the project request submitted to the UNDP for assistance in the establishment of the Institute.

28. It is the intention of the participating States that the Institute shall achieve economic viability at the earliest date resulting from training fees equalling annual operating costs. Until such time as economic viability is achieved the excess of operating costs over revenue shall be the joint responsibility of participating States.

29. The formula for determining the contribution of each participating State to provide for any excess of annual operating costs over revenue in any year shall be as set out in the Annex to this Agreement. The Annex shall form an integral part of this Agreement.

30. The Board shall submit to the Council annual budgets, annual statements of accounts and estimates of all receipts and expenditures. The Council shall ensure that the budgets approved for the duration of the UNDP assisted project provide the means necessary for execution of that project in accordance with the approved Work Plan of the project.

MISCELLANEOUS

31. The Council may suspend the voting power in the Council and remove from office on the Board any participating State that fails to discharge within a reasonable period its financial and other obligations to the Institute. The Council may, in addition, suspend all other rights and privileges of such State under this Agreement.

32. Each participating State shall bear the expenses of its delegation to the Meetings of the Council and to the Meetings of any subsidiary Commission of the Council. The travel costs and "per diem" of the five nominees of the Members of the Board, however, shall be borne by the Institute.

APPROVAL OF AGREEMENT

33. The following States: Antigua, Bahamas, Barbados, Belize, British Virgin Islands, Cayman Islands, Dominica, Grenada, Guyana, Jamaica, Montserrat, Netherlands Antilles, St. Kitts-Nevis-Anguilla, St. Lucia, St. Vincent, Surinam and Trinidad and Tobago, may become parties to this Agreement either by—

- (a) signature;
- (b) acceptance.

34. This Agreement shall be deposited with the Government of Trinidad and Tobago (hereinafter called "the Depository") and shall remain open for signature until 28th February, 1974.

35. Any State mentioned in paragraph 33 which has not signed the Agreement may accept this Agreement by depositing an instrument of acceptance with the Depository.

36. This Agreement shall enter into force as soon as it has been signed or accepted by that number of States mentioned in paragraph 33 whose Units as set out in the Annex to this Agreement total at least 529 Units.

37. The Depository shall transmit certified copies of this Agreement to all States which have signed or accepted it and shall notify all the States mentioned in paragraph 33 when the Agreement has entered into force.

38. After the entry into force of this Agreement it shall be open for accession by other States on application to and under such terms and conditions as determined by the Council.

AMENDMENT OF AGREEMENT

39. Any proposed amendment to this Agreement must be approved by a two-thirds vote of the total membership of the Council and shall come into force for all participating States when ratified by the number of participating States specified by the Council. The number so specified shall not be less than two-thirds of the total number of participating States.

DENUNCIATION OF AGREEMENT

40. Any participating State may give notice of denunciation of this Agreement six years after its coming into effect, by notification to the Minister of External Affairs of the Government of Trinidad and Tobago. Such denunciation shall take effect one year from the date of the receipt of the notification.

ANNEX

Annex to the Agreement Establishing the Caribbean Aviation Training Institute

FORMULA FOR DETERMINING THE CONTRIBUTION OF STATES TO THE EXCESS OF OPERATING COSTS OVER REVENUE

Jamaica	306
Trinidad and Tobago	224
Guyana	102
Surinam	102
Netherlands Antilles	102
Barbados	78
Bahamas	49
Antigua	7
Belize	7
Dominica	7
Grenada	7
St. Kitts-Nevis-Anguilla	7
St. Lucia	7
St. Vincent	7
British Virgin Islands	2
Cayman Islands	2
Montserrat	2
Turks and Caicos Islands	2
Total	<u>1,020</u>

SECOND SCHEDULE

PRIVILEGES AND IMMUNITIES

1. The personnel of the Institute employed in Trinidad and Tobago shall have the right to the following:—

- (a) immunity from legal process in respect of all acts done by them in their official capacity in connection with the Institute;
- (b) immunity from national service obligations;
- (c) immunity together with their spouses and relatives who are dependent on them from immigration restrictions;
- (d) the privilege of bringing into the country reasonable amounts of foreign currency for purposes connected with the Institute or for their personal use, and of withdrawing any such amounts brought into the country or, in accordance with the relevant foreign exchange regulations, such amounts as may be earned therein by such personnel as a result of their connection with the Institute; and
- (e) the same repatriation facilities for themselves and their spouses and relatives who are dependent on them as are accorded diplomatic envoys in the event of an international crisis.

2. All personnel of the Institute shall enjoy inviolability for all papers and documents relating to the Institute.

3. The Government of Trinidad and Tobago shall exempt from or bear the cost of any taxes, duties, fees or levies which it may impose on any foreign firm or organisation retained by the United Nations or by the Institute for the purposes of the Institute and on the foreign personnel of any such firms or organisations in respect of—

- (a) the salaries or wages earned by such personnel in the course of duties connected with the project;
- (b) any equipment, materials and supplies brought into the country for the purposes of the Institute or which, after having been brought into the country, may be subsequently withdrawn therefrom;
- (c) any substantial quantities of equipment, materials and supplies obtained locally for the purpose of the Institute such as petrol and spare parts for the operation and maintenance of equipment mentioned under paragraph (b), except that the types and approximate quantities to be exempted and the relevant procedures to be followed shall be determined by the Government of Trinidad and Tobago; and

(d) as in the case of concessions currently granted to the United Nations experts, any property brought into the country including one privately owned automobile for each expert, by the firm or organisation or its personnel for their personal use or consumption or which, after having been brought into the country may subsequently be withdrawn therefrom upon departure of such personnel.

4. Officers of the Institute recruited from abroad shall be entitled to duty free imports of their personal effects, including one privately owned automobile for each officer, brought into the country within six months of their assumption of duty.

5. For the purposes of Article 4 "officer" means any person employed with the Institute in a professional or senior technical or administrative grade or as an instructor.

Passed in the House of Representatives this 17th day of October, 1975.

J. E. CARTER
Clerk of the House

Passed in the Senate this 25th day of November, 1975.

R. GRIFFITH
Clerk of the Senate