

**BASEL CONVENTION (REGIONAL CENTRE FOR
TRAINING AND TECHNOLOGY TRANSFER) ACT**

CHAPTER 35:49

**Act
2 of 2008**

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Note on Subsidiary Legislation

This Chapter contains no subsidiary legislation.

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BASEL CONVENTION (REGIONAL CENTRE FOR TRAINING AND TECHNOLOGY TRANSFER) ACT

2 of 2008. **An Act to establish the Basel Convention Regional Centre for Training and Technology Transfer for the Caribbean Region in Trinidad and Tobago and for related matters.**

Commencement. [23RD APRIL 2008]

Preamble. WHEREAS Trinidad and Tobago acceded to the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal on 18th February 1994:

And Whereas a Framework Agreement between the Secretariat of the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal and the Government of the Republic of Trinidad and Tobago on the Establishment of a Basel Convention Regional Centre for Training and Technology Transfer for the Caribbean Region was signed at Geneva on 29th October 2004:

And Whereas, pursuant to that Framework Agreement, it is necessary to establish in Trinidad and Tobago a Basel Convention Regional Centre for Training and Technology Transfer for the Caribbean Region:

PART I

PRELIMINARY

Short title. **1.** This Act may be cited as the Basel Convention (Regional Centre for Training and Technology Transfer) Act.

2. In this Act—

Interpretation.

“Agreement” means the Framework Agreement between the Secretariat of the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal and the Government of the Republic of Trinidad and Tobago on the Establishment of a Basel Convention Regional Centre for Training and Technology Transfer for the Caribbean Region signed at Geneva on 29th October 2004 and contained in the First Schedule;

First Schedule.

“Basel Convention” means the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal, adopted on 22nd March 1989;

“Business Plan” means the document provided for in Decision VI/4 of the Sixth Meeting of the Conference of the Parties to the Basel Convention;

“Centre” means the Basel Convention Regional Centre for Training and Technology Transfer for the Caribbean Region established in Trinidad and Tobago;

“consultants and experts of the Centre” means consultants and experts, whose posts are financed from the Trust Funds of the Basel Convention, and who are selected and appointed by the Director of the Centre in consultation with the Secretariat;

“Contracting Parties to the Basel Convention” means those States and political and/or economic integration organisations which ratified, accepted, formally confirmed, approved or acceded to the Basel Convention following the provisions of Articles 22 and 23 of the Basel Convention;

“Focal Points of the Basel Convention” means the government institution designated by each Contracting Party to the Basel Convention under the provisions of Article 5 of the Basel Convention;

“international staff of the Centre” means officials of the Centre whose posts are financed from the Basel Convention Trust Funds in accordance with decisions of the Contracting Parties to the Basel Convention, and who are appointed by the Director, in consultation with the Secretariat;

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Second
Schedule.

“Minister” means the Minister with responsibility for the environment and the word Ministry shall be construed accordingly;

“Parties of the Region” means the countries listed in the Second Schedule;

“Project Document” means a formal document covering a project, as defined below, which sets out, *inter alia*, the need, results, outputs, activities, workplan, budget, pertinent background, supporting data and any special arrangements applicable to the execution of the project in question signed by UNEP or the Secretariat and the Basel Convention Regional Centre;

“Secretariat” means the Secretariat of the Basel Convention;

“Steering Committee” means the Committee established under section 7;

“Trust Funds” means the Basel Convention Trust Funds established under the Basel Convention with the scope of providing financial support for the ordinary expenditure of the Secretariat of the Basel Convention and the Technical Co-operation Trust Fund of the Basel Convention established for the purpose of assisting developing countries and other countries in need of technical assistance in the implementation of the Basel Convention;

“UNEP” means United Nations Environment Programme.

PART II

ESTABLISHMENT OF THE CENTRE

Establishment
and objectives
of Centre.

3. (1) There is established a body corporate to be known as the Basel Convention Regional Centre for Training and Technology Transfer for the Caribbean Region.

(2) The Centre shall provide services for the implementation of the Basel Convention to the Parties of the Region.

Role and
function of
Centre.

4. (1) The role of the Centre is to assist the Parties of the region, through capacity building to achieve the objectives of the Basel Convention.

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- (2) The core functions of the Centre are as follows:
- (a) training;
 - (b) technology transfer;
 - (c) information dissemination;
 - (d) consulting; and
 - (e) awareness raising.
- (3) The core functions of the Centre include but are not limited to the following activities:
- (a) developing and conducting training programmes, workshops, seminars and associated projects in the field of the environmentally sound management of hazardous wastes, transfer of environmentally sound technology and minimisation of the generation of hazardous wastes with specific emphasis on training the trainers and the promotion of ratification and implementation of the Basel Convention and its instruments;
 - (b) identifying, developing and strengthening mechanisms for the transfer of technology in the field of the environmentally sound management of hazardous wastes or their minimisation in the region;
 - (c) gathering, assessing and disseminating to Parties of the Region and to the Secretariat information relating to hazardous wastes and other wastes;
 - (d) collecting information on new or proven environmentally sound technologies and know-how relating to environmentally sound management and minimisation of the generation of hazardous wastes and other wastes and disseminating these to Parties of the Region at their request;

- (e) establishing and maintaining regular exchange of information relevant to the provisions of the Basel Convention, and networking at the national and regional levels;
- (f) organising meetings, symposiums and missions in the field, useful for carrying out these objectives in the region;
- (g) providing assistance and advice to the Parties and non-Parties of the Region at their request, on matters relevant to the environmentally sound management or minimisation of hazardous wastes, the implementation of the provisions of the Basel Convention and other related matters;
- (h) promoting public awareness of the objectives of the Basel Convention;
- (i) encouraging the best approaches, practices and methodologies for the environmentally sound management and minimisation of the generation of hazardous wastes and other wastes through case studies and pilot projects;
- (j) co-operating with the United Nations and its bodies, in particular UNEP and the specialised agencies, and with other relevant inter-governmental organisations, industry and non-governmental organisations, and, where appropriate, with any other institution, in order to co-ordinate activities and develop and implement joint projects related to the provisions of the Basel Convention and develop synergies where appropriate with other multilateral environmental agreements;
- (k) developing, within the general financial strategy approved by the Parties of the Region, the Centre's own strategy for financial sustainability;

- (l) co-operating in mobilisation of human, financial and material means in order to meet the urgent needs at the request of the Parties of the Region faced with incidents or accidents which cannot be solved with the means of the individual Parties of the region concerned; and
- (m) performing any other functions assigned to it by relevant decisions of the Conference of the Parties of the Basel Convention or by Parties of the Region, consistent with such decisions.

5. (1) The Centre shall be managed by a full-time Director and such other staff as the Centre may require for the effective and efficient carrying out of its regional role. Appointment of Director.

(2) The Minister, in consultation with the Secretariat, shall appoint a Director for such period and on such terms as agreed between the Parties.

(3) The posts of the Director and of the staff shall be funded as part of the contribution provided by the Government towards the operating costs of the Centre as stipulated in Annex II of the Agreement.

(4) Where approved by the Contracting Parties to the Basel Convention, contributions towards the salary of the Director may be made by interested Contracting Parties to the Basel Convention.

6. (1) The Director shall be the chief administrative officer of the Centre and, subject to the provisions of the Agreement, shall have overall responsibility for the activities and administration of the Centre. Responsibilities of Director.

(2) An individual shall be disqualified from being appointed to or from continuing in the post of the Director where he is—

- (a) under eighteen years of age;
- (b) mentally ill, within the meaning of the Mental Health Act; Ch. 28:02.

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- (c) a declared bankrupt;
 - (d) undergoing or is to undergo a term of imprisonment or to complete a term of imprisonment;
 - (e) acting or displaying such behaviour or actions that would impute a conflict of interest in the appointment as or continuation in the post of Director.
- (3) The Director, in consultation with—
- (a) the Minister, shall appoint the national staff of the Centre;
 - (b) the Secretariat, shall appoint the international staff, consultants and experts of the Centre.
- (4) The Director, in promoting the regional role of the Centre, shall—
- (a) administer the Centre and its programmes with a view to ensuring that the Centre performs its regional role in accordance with relevant provisions of the Basel Convention and related decisions of the Conference of the Parties;
 - (b) prepare a Business Plan for the Centre for submission to the Steering Committee for its review and endorsement;
 - (c) report on the implementation of the activities in the Business Plan to the Conference of the Parties to the Basel Convention through the Secretariat;
 - (d) appoint national and international staff, consultants and experts of the Centre, in accordance with the provisions of Article XII;
 - (e) develop and implement strategies to ensure the appropriate funding for programmes and institutional activities of the Centre, relevant to its regional role;

- (f) arrange all matters relating to the preparation and publication of materials produced by the Centre, having in view the objectives of the Centre and its regional role; and
- (g) perform such other duties as may be required pursuant to relevant decisions of the Conference of the Parties to the Basel Convention.

PART III

STEERING COMMITTEE

7. There is established a Steering Committee to advise the Centre on the development and implementation of the activities relevant to its regional role and to enhance national support of its activities from Parties of the Region.

Establishment
of Steering
Committee.

8. The Steering Committee shall develop and endorse the Business Plan for the Centre and oversee its implementation.

Role of
Steering
Committee.

9. (1) The Steering Committee shall consist of not less than eight members and shall include a representative from the—

Composition of
Steering
Committee.

- (a) Republic of Trinidad and Tobago;
- (b) Spanish-speaking Parties;
- (c) Windward Islands Parties;
- (d) Leeward Islands Parties; and
- (e) Mainland and larger island Parties.

(2) The members of the Steering Committee shall be experts of recognised standing and experience in the sound management of hazardous wastes and other wastes.

(3) For the purposes of this section—

- (a) “Windward Islands Parties” means St. Lucia, St. Vincent and the Grenadines and the Commonwealth of Dominica;
- (b) “Leeward Islands Parties” means Antigua and Barbuda and the Federation of St. Kitts and Nevis; and

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(c) “Mainland and larger island Parties” means Belize, Jamaica and Guyana.

Chairperson. **10.** The members of the Steering Committee shall elect by consensus, a Chairperson and a Vice-Chairperson from among its members who shall hold office for a period of two years.

Meetings. **11.** (1) The Chairperson, in consultation with the Secretariat and the Director, shall convene the ordinary meetings of the Steering Committee when required and at least once every year.

(2) The Chairperson may convene extraordinary meetings in consultation with the Secretariat.

(3) Meetings of the Steering Committee may be held in conjunction with other meetings organised by the Centre.

(4) The rules and procedures of the Conference of the Parties to the Basel Convention shall apply *mutatis mutandis* to the meetings organised by the Centre.

(5) A representative of the Secretariat and the Director shall participate in the meetings of the Steering Committee *ex officio*.

(6) The Chairperson may invite donors and other stakeholders including relevant non-governmental organisations, entities, private sector organisations, academic institutions, or other organisations from within and outside the Caribbean Region to attend the meetings of the Steering Committee as observers.

(7) Meetings of the Steering Committee shall be properly convened when a quorum is present.

(8) Six members of the Steering Committee constitute a quorum.

PART IV

MISCELLANEOUS

Working language of Centre.

12. The working language of the Centre is English.

13. (1) The financial resources of the Centre comprise— Finance.

- (a) contributions from the Trust Funds in accordance with the relevant decisions of the Conference of the Contracting Parties to the Basel Convention and subject to the availability of resources in the Trust Funds;
- (b) voluntary contributions by Parties of the Region;
- (c) funds directly received from other Contracting Parties to the Basel Convention and non-Parties to the Basel Convention, industry, research institutes, foundations, the United Nations and other relevant international and national organisations and bodies, subject to the conditions stipulated in the Agreement;
- (d) funds received for services provided by the Centre;
- (e) funds provided by the Government in accordance with Article XI of the Agreement; and
- (f) other *bona fide* funds received by the Centre.

(2) The Centre may also receive contributions of a non-financial nature.

(3) The acceptance by the Centre of any voluntary contribution or donation shall in every case be subject to the express written agreement of the Secretariat, upon the recommendation of the Director, in order to avoid conflict of interest between the goals and objectives of the Basel Convention and the donors.

(4) The Centre shall keep a separate account for each of the following:

- (a) funds and resources received from the Trust Fund and other external sources; and
- (b) funds and resources received through appropriations by the Government,

in the currency in which they are to be remitted.

(5) The financial resources shall be available to the Centre for the implementation of its programme of work in conformity with the Project Document signed for that purpose by the Centre and the UNEP or the Secretariat.

(6) Activities of the Centre which are not related to its regional role shall be financed solely from funds provided by the Government.

Audit. **14.** (1) An external biennial review of the activities of the Centre shall be carried out by an auditor selected jointly by the Steering Committee and the Secretariat.

(2) Within thirty days of the completion of the review under subsection (1), a report of such review shall be submitted to—

- (a) the Steering Committee;
- (b) the Secretariat; and
- (c) the Minister.

Reporting. **15.** (1) The Centre shall make biannual reports of its activities to the Focal Points of the Basel Convention of the Parties of the Region, the Secretariat, the Basel Convention Co-ordinating Centre for Training and Technology Transfer for the Latin America and Caribbean Region, non-governmental organisations, entities, private sector organisations, academic institutions or other organisations which participate in the activities of the Centre.

(2) The Centre shall submit an annual report of its Business Plan, financial income and expenditure to the Secretariat and the Minister.

Liability. **16.** (1) The Government shall be responsible for dealing with any legal action, claim or other demand against the United Nations, UNEP, the Conference of the Parties to the Basel Convention and the Secretariat or their officials arising out of—

- (a) injury to persons or damage to or loss of property in the premises that are provided or are under the control of the Centre or the Government;

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- (b) injury to persons or damage to or loss of property caused by, or incurred in using, the transport services provided or arranged by the Centre or the Government; and
 - (c) the employment of personnel for the Centre or its meetings, and activities of staff, international staff, consultants and experts.

(2) The Government shall indemnify the United Nations, UNEP, the Conference of the Parties to the Basel Convention, the Secretariat and their officials in respect of any such legal action, claim or other demand except when such injury or damage was caused by gross negligence or wilful misconduct of those officials.

17. The Minister may, by Order, amend the Schedules for the purposes of bringing the Agreement into accord with any amendments made under Article XIX.

Amendment of
Schedules.

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FIRST SCHEDULE

THE AGREEMENT

Framework Agreement

between

The Secretariat of the Basel Convention on the Control of Transboundary
Movements of Hazardous Wastes and their Disposal

and

The Government of the Republic of Trinidad and Tobago

on

The establishment of a Basel Convention Regional Centre for
Training and Technology Transfer for the Caribbean Region

*The Secretariat of the Basel Convention on the Control of Transboundary
Movement of Hazardous Wastes and their Disposal, acting on behalf of the
Conference of the Parties to the Convention, and the Government of the
Republic of Trinidad and Tobago,*

Bearing in mind Article 14 of the Basel Convention on the Control of
Transboundary Movement of Hazardous Wastes and their Disposal of
22nd March 1989, which calls for the establishment of the regional
centres for training and technology transfer regarding the management of
hazardous wastes and other wastes and the minimisation of their generation;

Recognising that co-operation among the States at the regional level in
the field of training and technology transfer facilitates the environmentally
sound management of hazardous wastes and other wastes, the minimisation of
their generation, and the monitoring and control of the transboundary
movement of such wastes;

Recalling Decision III/19 of the third meeting of the Conference of the
Parties to the Basel Convention which selected the Republic of Trinidad and
Tobago as the seat for a Basel Convention Regional Centre for Training and
Technology Transfer for the Caribbean Region;

Noting with appreciation the interest expressed by the Republic of
Trinidad and Tobago to host the Basel Convention Regional Centre;

Recalling Decision V/5 of the fifth meeting of the Conference of the
Parties which emphasised the need for the enhancement of the legal status of
the centres as a way to attract additional financial support and the necessity of
developing a framework agreement;

Recalling also Decision VI/3 of the sixth meeting of the Conference of
the Parties by which the latter adopted a core set of elements for the

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Framework Agreements, endorsed the mechanism of establishing the Basel Convention Regional Centres by the signature of the Framework Agreements, and mandated the Secretariat of the Basel Convention to negotiate and sign each Agreement in the name of the Conference of the Parties with the representative of the Government of the country hosting the Centre;

Recalling further Decisions VI/1, VI/2 and VI/3 of the sixth meeting of the Conference of the Parties in which the latter endorsed the role of Basel Convention Regional Centres in implementing the Basel Declaration and the priority actions of the Strategic Plan of the Basel Convention, using contributions from the Basel Convention Trust Funds in accordance with the criteria and procedure established under Decision VI/2;

Have agreed as follows:

ARTICLE I

DEFINITIONS

For the purpose of this Agreement, the following definitions shall apply unless the context otherwise requires:

- (a) "Agreement" means the Framework Agreement between the Secretariat of the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal and the Government of the Republic of Trinidad and Tobago on the Establishment of a Basel Convention Regional Centre for Training and Technology Transfer for the Caribbean Region;
- (b) "Basel Convention" means the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and Their Disposal, adopted on 22nd March 1989;
- (c) "Business Plan" means the document provided for in Decision VI/4 of the sixth meeting of the Conference of the Parties to the Basel Convention;
- (d) "Centre" means the Basel Convention Regional Centre for Training and Technology Transfer for the Caribbean Region situate for the time being at the Caribbean Research Institute at Tunapuna Post Office, Trinidad, West Indies, Trinidad and Tobago;
- (e) "Competent authorities" means national, provincial, municipal and other competent authorities that are so designated under the laws of the Republic of Trinidad and Tobago;
- (f) "Consultants and experts of the Centre" means consultants and experts, whose posts are financed from the

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- Trust Funds of the Basel Convention, and who are selected and appointed by the Director of the Centre in consultation with the Secretariat;
- (g) “Contracting Parties to the Basel Convention” means those States and political and/or economic integration organisations which ratified, accepted, formally confirmed, approved or acceded to the Basel Convention following the provisions of Articles 22 and 23 of the Basel Convention;
- (h) “Director” means the director of the Regional Centre appointed by the Government in consultation with the Secretariat and whose post is financed as provided under Article XII paragraph 5 of the present Agreement;
- (i) “Focal Points of the Basel Convention” means the government institution designated by each Contracting Party to the Basel Convention under the provisions of Article 5 of the Basel Convention;
- (j) “General Convention” means the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly of the United Nations on 13th February 1946, to which Trinidad and Tobago acceded on 12th February 1994 without any reservation;
- (k) “Government” means the Government of the Republic of Trinidad and Tobago;
- (l) “International staff of the Centre” means officials of the Centre whose posts are financed from the Basel Convention Trust Funds in accordance with decisions of the Contracting Parties of the Basel Convention, and who are appointed by the Director, in consultation with the Secretariat;
- (m) “Line Ministry” means the Ministry in the Republic of Trinidad and Tobago which has been designated by the Government to bear responsibility for the Centre;
- (n) “National Staff” means staff of the Centre appointed by the Director and financed by the Government;
- (o) “Party” means the Secretariat or Government as the case may be and “Parties” means both of them;
- (p) “The Project Document” means a formal document covering a project, as defined below, which sets out, *inter alia*, the need, results, outputs, activities, workplan, budget, pertinent background, supporting data and any special arrangements applicable to the execution of the project in question signed

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by UNEP or the Secretariat and the Basel Convention Regional Centre;

- (q) “Secretariat” means the Secretariat of the Basel Convention;
- (r) “Staff of the Centre” means the Director and the national staff of the Centre, whose posts are financed by the Government;
- (s) “Steering Committee” means the Committee provided for in Article VII of this Agreement;
- (t) “Trust Funds” means the Basel Convention Trust Funds established under the Basel Convention with the scope of providing financial support for the ordinary expenditure of the Secretariat of the Basel Convention and the Technical Co-operation Trust Fund of the Basel Convention established for the purpose of assisting developing countries and other countries in need of technical assistance in the implementation of the Basel Convention;
- (u) “UNEP” means United Nations Environment Programme.

ARTICLE II

PURPOSE OF THE AGREEMENT

1. The purpose of this Agreement is to provide for the establishment of the Basel Convention Regional Centre for Training and Technology Transfer for the Caribbean Region and to set forth the terms and conditions under which such Centre shall operate pursuant to the relevant provisions of the Basel Convention and related decisions of the Conference of the Parties to the Basel Convention.

2. The Centre referred to in paragraph 1 above shall be an autonomous institution with its own legal personality and shall be established by the Government upon the recommendation of the line Ministry and in consultation with the Secretariat within ~~one year~~¹ [two years²] ~~one hundred and eighty (180) days~~ from the date of entry into force of this Agreement no later than 31st October 2007³/31st January 2008⁴.

¹ Amended by exchange of letters (request for amendment dated 22nd April 2005 from the Permanent Mission of Trinidad and Tobago, and response of Secretariat dated 23rd May 2005 accepting request).

² Amended by exchange of letters (request for amendment dated 7th November 2005 from the Permanent Mission of Trinidad and Tobago, and response of Secretariat dated 15th November 2005 accepting request).

³ Amended by exchange of letters (request for amendment dated 27th October 2006 from the Permanent Mission of Trinidad and Tobago, and supporting letter dated 23rd November 2006 from the Honourable Minister of Public Utilities and the Environment, and response of Secretariat dated 18th December 2006).

⁴ Amended by exchange of letters (request for amendment dated 2nd November 2007 from the Permanent Mission of Trinidad and Tobago, and response of Secretariat dated 23rd November 2007 accepting request).

ARTICLE III

ESTABLISHMENT AND LEGAL STATUS OF THE BASEL CONVENTION REGIONAL CENTRE FOR TRAINING AND TECHNOLOGY TRANSFER FOR THE CARIBBEAN REGION

1. The Centre shall be established in the Republic of Trinidad and Tobago. It shall be located at the Caribbean Research Institute (“CARIRI”), situate at the Tunapuna Post Office, Trinidad, West Indies, Trinidad and Tobago or at such other suitable location as the Government with the consent of the Secretariat and the Steering Committee shall designate, such consent to not be unreasonably withheld.

2. Subject to the relevant provisions of this Agreement, the Centre, which will be a national institution established under the laws and regulations of the Republic of Trinidad and Tobago, shall operate at all times in accordance with the laws and regulations of the Republic of Trinidad and Tobago.

3. The Centre shall have a regional role defined in accordance with the relevant decisions of the Conference of the Parties to the Basel Convention.

4. Activities of the Centre which are not related to its regional role shall be defined by the competent authorities of the Republic of Trinidad and Tobago. The Government of the Republic of Trinidad and Tobago and the Centre shall ensure that such activities do not interfere with or affect the regional role of the Centre and the commitments and obligations under this Agreement.

5. The Centre shall have the capacity, in accordance with the national laws and regulations of the Republic of Trinidad and Tobago:

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

ARTICLE IV

REGIONAL ROLE OF THE CENTRE

1. The Centre shall provide services for the implementation of the Basel Convention to the Contracting Parties to the Basel Convention consenting to be served by the Centre whose names are included in Annex III to this Agreement.

2. Any other Contracting Party to the Basel Convention from the Caribbean Region may at any time express their consent to be served by the Centre through a written communication to the Director of the Centre, which shall thereafter be transmitted to the Secretariat pursuant to Article XIX, paragraph 6 below.

3. Subject to the agreement of the Steering Committee provided for in Article VII of this Agreement, any Contracting Party to the Basel Convention not included in Annex III, non-governmental organisation, entity, private sector organisation, academic institution, or other organisation may participate in the activities of the Centre.

ARTICLE V

FUNCTIONS OF THE CENTRE RELEVANT TO ITS REGIONAL ROLE

1. The core functions of the Centre are described in Annex I to the present Agreement. These functions may be subject to periodic review by the Conference of the Parties to the Basel Convention.

2. The Centre shall implement activities in accordance with the relevant decisions of the Conference of the Parties to the Basel Convention and the Business Plan of the Centre referred to in Article VII, paragraph 2 of this Agreement.

ARTICLE VI

GOVERNANCE AND REPORTING

1. The activities of the Centre relevant to its regional role shall be carried out under the general guidance and in close co-ordination with the Secretariat.

2. The Secretariat shall co-ordinate the activities of the Centre with the work of other Basel Convention Regional Centres as well as with the relevant activities of the Contracting Parties to the Basel Convention, international organisations, programmes, funds and other institutions established by relevant global and regional conventions.

3. The Centre shall keep the Focal Points of the Basel Convention of the Contracting Parties served by the Centre, the Secretariat, the Basel Convention Co-ordinating Centre for Training and Technology Transfer for

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the Latin America and Caribbean Region, non-governmental organisations, entities, private sector organisations, academic institutions or other organisations which participate in the activities of the Centre, periodically informed on its activities.

4. The Centre shall submit annually a report to the Secretariat on the implementation of its Business Plan, financial income and expenditures. The Government shall also receive a copy of this report.

ARTICLE VII

STEERING COMMITTEE

1. A Steering Committee shall be established to advise the Centre on the development and implementation of the activities of the Centre relevant to its regional role and to enhance national support of its activities from Contracting Parties served by the Centre.

2. The Steering Committee shall develop and endorse the Business Plan for the Centre for each biennium and oversee its implementation.

3. The Steering Committee shall be composed of eight (8) members nominated by the Contracting Parties served by the Centre through a process of consultations, for a period of two (2) years. The representative of the Republic of Trinidad and Tobago shall be one of these eight (8) members. The Contracting Parties, when making nominations, shall seek to ensure representation on the Steering Committee at all times of at least one member from each of the following four groups: the Spanish-speaking Parties; the Windward Islands Parties; the Leeward Islands Parties; and, the Mainland and larger island Parties.

4. The members of the Steering Committee shall be experts of recognised standing and experience in the sound management of hazardous wastes and other wastes.

5. The representative of the Secretariat and the Director of the Centre shall participate in the meetings of the Steering Committee *ex officio*.

6. Donors and other stakeholders including relevant non-governmental organisations, entities, private sector organisations, academic institutions, or other organisations from within and outside the Caribbean Region may be invited to attend the meetings of the Steering Committee as observers.

7. The Contracting Parties shall transmit the nominations made pursuant to paragraph 3 above to the Director of the Centre within sixty (60) days from entry into force of the present Framework Agreement. The first meeting of the Steering Committee shall be convened by the Director of the Centre in consultation with the Secretariat within a period of ninety (90) days from establishment of the Centre by the Government⁵.

8. The members of the Steering Committee shall elect by consensus the Chairperson and the Vice-Chairperson of the Committee from among its members. The Chairperson and the Vice-Chairperson so elected shall hold office for a period of two (2) years.

9. The Chairperson, in consultation with the Secretariat and the Director of the Centre, shall convene the ordinary meetings of the Steering Committee when required and at least once every calendar year. Extraordinary meetings may be convened by the Chairperson in consultation with the Secretariat. Meetings of the Steering Committee may be held in conjunction with other meetings organised by the Centre.

10. Business may be transacted at any meeting of the Steering Committee only while a quorum is present. The quorum at a meeting of the Steering Committee shall be six (6) of the Contracting Party members nominated pursuant to paragraph 3 above.

11. Each Contracting Party whose expert is a member of the Steering Committee shall defray the expenses to be incurred by that member while performing the Steering Committee's duties.

12. Each Contracting Party shall keep the Director of the Centre informed of the name and contact details of its member of the Steering Committee, and shall promptly inform the Director of the Centre when a member is appointed to or ceases to serve on the Steering Committee.

13. The Government shall designate a competent national authority/committee to mobilise and co-ordinate the national inputs of Trinidad and Tobago into the Centre.

⁵ Amended by exchange of letters (request for amendment dated 22nd April 2005 from the Permanent Mission of Trinidad and Tobago, and response of Secretariat dated 23rd May 2005 accepting request).

ARTICLE VIII

PARTICIPANTS IN MEETINGS AND ACTIVITIES ORGANISED BY THE CENTRE

1. Meetings and activities organised by the Centre shall be open to participants designated by the Focal Points of the Basel Convention of the Contracting Parties served by the Centre.

2. Any other Contracting Party, States, non-governmental organisations, entities, private sector organisations, academic institutions or other organisations may be invited to the meetings organised by the Centre, subject to the agreement of the Steering Committee.

ARTICLE IX

WORKING LANGUAGE, RULES AND PROCEDURES OF THE CENTRE

1. The working language of the Centre in carrying out its regional role shall be English.

2. The meetings organised by the Centre shall apply *mutatis mutandis* the rules and procedures of the Conference of the Parties to the Basel Convention.

3. Communications between the Centre and the Secretariat shall be in English.

ARTICLE X

FINANCIAL RESOURCES AND CONTRIBUTIONS

1. The financial resources of the Centre shall be composed of:

- (a) Contributions from the Trust Funds in accordance with the relevant decisions of the Conference of the Contracting Parties to the Basel Convention and subject to the availability of resources in the Trust Funds;
- (b) Voluntary contributions of Contracting Parties served by the Centre;
- (c) Funds directly received from other Contracting Parties, non-Parties, industry, research institutes, foundations, the United

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Nations and other relevant international and national organisations and bodies, etc., subject to the conditions stipulated in this Agreement;

- (d) Funds received for services provided by the Centre;
- (e) Funds provided by the Government in accordance with Article XI of this Agreement and as provided in Annex II;
- (f) Other *bona fide* funds that are received by the Centre.

2. The Centre may also receive contributions of a non-financial nature.

3. The Conference of the Parties to the Basel Convention shall at each meeting review the financial status of the Centre as presented by the Director through the Secretariat, and make such recommendations to the Centre as it may deem appropriate.

4. The acceptance by the Centre of any voluntary contribution or donation whether of a financial or non-financial nature shall in every case be subject to the express written agreement of the Secretariat, upon the recommendation of the Director of the Centre, in order to avoid conflict of interest between the goals and objectives of the Basel Convention and the donors.

5. The financial resources provided to the Centre from the Trust Funds shall be kept in the account of the Centre at a bank in the Republic of Trinidad and Tobago in the currency in which they are to be remitted. These resources shall be available to the Centre for the implementation of its programme of work in conformity with the Project Document signed for that purpose by the Centre and the UNEP or the Secretariat.

6. The Centre and the Secretariat, individually or jointly, may seek additional financial or in-kind support for the Centre from sources other than the Trust Funds.

7. Activities of the Centre which are not related to its regional role shall be financed solely from funds provided by the Government.

8. An external biennial review of the activities and accounts of the Centre shall be carried out by an auditor selected jointly by the Steering Committee and the Secretariat.

9. Within thirty (30) days of the completion of the review at paragraph 8 above, a report of such review shall be submitted to the Steering Committee and the Secretariat. The report shall also be submitted to the Government through the line Ministry.

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ARTICLE XI

CONTRIBUTION OF THE HOST GOVERNMENT

1. The Government shall provide, free of charge, adequate premises for the Centre and the personnel needed for its activities, including but not limited to appropriate premises and standard office and telecommunications equipment. It shall be responsible for the adequate and timely maintenance of the premises and shall further provide financial and in-kind contributions to the operational costs of the Centre as specified in Annex II of the present Agreement.

2. Any and all funds provided by the Government to the Centre in accordance with this Agreement or requested by the Centre from the Government shall be duly accounted by the Centre to the line Ministry in the manner so specified and required by the relevant laws of Trinidad and Tobago.

ARTICLE XII

STAFF, INTERNATIONAL STAFF, CONSULTANTS AND EXPERTS OF THE CENTRE

1. The Centre shall comprise a full-time Director and such staff as the Centre may require for the effective and efficient carrying out of its regional role.

2. The Director may be a national of Trinidad and Tobago, appointed by the Government upon the recommendation of the line Ministry in consultation with the Secretariat for such period and on such terms as agreed to by the Parties.

3. The Director shall be the chief administrative officer of the Centre and, subject to the provisions of this Agreement, shall have overall responsibility for the activities and administration of the Centre.

4. An individual shall be disqualified from being appointed as or continuing in the post of the Director of the Centre where such individual is:

- (a) under eighteen years of age;
- (b) mentally ill;
- (c) an undischarged bankrupt having been so adjudged by a competent Court of law or otherwise declared bankrupt under any applicable law;
- (d) undergoing or is to undergo a term of imprisonment or to complete a term of imprisonment;

- (e) acts or displays such behaviour or actions that would impute a conflict of interest in the appointment as or continuation in the post of Director of the Centre.

5. The posts of the Director and of the staff shall be funded as part of the contribution provided by the Government towards the operating costs of the Centre as stipulated in Annex II of the present Agreement. If approved by the Contracting Parties of the Basel Convention, contributions towards the salary of the Director may be made by interested Contracting Parties of the Basel Convention.

6. The national staff shall be appointed by the Director in accordance with such terms and conditions as the best practice at the time dictates. The Director may consult with the Government through the line Ministry in respect of such appointments.

7. The international staff of the Centre shall be appointed by the Director in consultation with the Secretariat. The international staff shall be appointed from among qualified applicants responding to the vacancy announcements circulated by the Secretariat to the Focal Points of the Basel Convention.

8. Consultants and experts of the Centre shall be selected and appointed by the Director in consultation with the Secretariat.

ARTICLE XIII

FUNCTIONS, DUTIES AND RESPONSIBILITIES OF THE DIRECTOR

In ensuring the regional role of the Centre, the Director shall:

- (a) Administer the Centre and its programmes with a view to ensuring that the Centre performs its regional role in accordance with relevant provisions of the Basel Convention and related decisions of the Conference of the Parties;
- (b) Prepare a Business Plan of the Centre for submission to the Steering Committee for its review and endorsement;
- (c) Serve as Secretary to the Steering Committee;
- (d) Report on the implementation of the activities in the Business Plan to the Conference of the Parties to the Basel Convention through the Secretariat;
- (e) Appoint national and international staff, consultants and experts of the Centre, in accordance with the provisions of Article XII above;

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- (f) Develop and implement strategies to ensure the appropriate funding for programmes and institutional activities of the Centre, relevant to its regional role;
- (g) Arrange all matters relating to the preparation and publication of materials produced by the Centre, having in view the objectives of the Centre and its regional role;
- (h) Perform such other duties as may be required pursuant to relevant decisions of the Conference of the Parties to the Basel Convention.

ARTICLE XIV

PRIVILEGES AND IMMUNITIES

1. The representatives of the Contracting Parties to the Basel Convention participating in meetings and other activities organised by the Centre in the territory of the Republic of Trinidad and Tobago shall enjoy the privileges and immunities equivalent to those provided for in Article IV of the General Convention.

2. The officials of the United Nations on mission to provide assistance to the Centre or to participate in meetings and other activities of the Centre shall enjoy the privileges and immunities, exemptions and facilities provided for in Articles V and VII of the General Convention.

3. International staff of the Centre shall enjoy the privileges and immunities, exemptions and facilities equivalent to those provided for in Articles V, VI and VII of the General Convention.

4. Internationally-recruited consultants and experts of the Centre shall enjoy the privileges and immunities, exemptions and facilities equivalent to those provided for in Articles VI and VII of the General Convention.

5. Consultants and experts on mission to provide assistance to the Centre or to participate in meetings and other activities of the Centre, shall enjoy the privileges and immunities, exemptions and facilities equivalent to those provided for in Articles VI and VII of the General Convention.

6. The representatives of the Specialised Agencies and their Officials participating in meetings and other activities organised by the Centre in the territory of the Republic of Trinidad and Tobago, shall enjoy, as appropriate, the privileges and immunities provided for in the 1947 Convention on the Privileges and Immunities of the Specialised Agencies.

7. All participants in meetings and activities of the Centre relevant to its regional role shall enjoy immunity from legal process in respect of words, spoken or written and any act performed by them in connection with their participation in meetings and activities.

8. The Government shall take the necessary steps to ensure that the entry into and exit from Trinidad and Tobago for all persons referred to in paragraphs 1 to 7 above are facilitated without delay. Visas and entry/exit permits, where required, shall be granted to them free of charge and as promptly as possible.

9. National staff of the Centre shall be accorded the appropriate facilities necessary for the independent exercise of their functions and duties for the Centre relevant to its regional role.

10. Distinguished guests officially invited to attend meetings and other activities of the Centre shall be given unrestricted access to the meetings and activity areas and the premises of the Centre.

11. Provided that all privileges and immunities that fall to be applied under this Agreement shall not exempt from legal action any person who abuses the privileges and immunities so accorded for purposes of illegal drug trafficking, terrorist or fraudulent activity.

ARTICLE XV

PROPERTY, FUNDS AND ASSETS OF THE CENTRE

1. The property, funds and assets of the Centre held and administered on behalf of UNEP, and those held and administered on behalf of the Contracting Parties to the Basel Convention, wherever located and by whomsoever held, shall enjoy the privileges and immunities, exemptions and facilities equivalent to those provided for in Article II of the General Convention.

2. Property, funds and assets transferred to the Centre pursuant to the Project Document signed between the Centre and UNEP or between the Centre and the Secretariat, in the carrying out by the Centre of its regional role shall enjoy the privileges and immunities, exemptions and facilities equivalent to those provided for in Article II of the General Convention.

3. Provided that property, funds and assets accorded privileges and immunities, exemptions and facilities above shall not be utilised for purposes of illegal drug trafficking, terrorist or fraudulent activity.

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ARTICLE XVI

LIABILITY

1. The Government shall be responsible for dealing with any legal action, claim or other demand against the United Nations, UNEP, the Conference of the Parties to the Basel Convention and the Secretariat or their officials and arising out of:

- (a) Injury to persons or damage to or loss of property in the premises that are provided or are under the control of the Centre or the Government;
- (b) Injury to persons or damage to or loss of property caused by, or incurred in using, the transport services provided or arranged by the Centre or the Government;
- (c) The employment of personnel for the Centre or its meetings, and activities of staff, international staff, consultants and experts.

2. The Government shall indemnify and hold harmless the United Nations, UNEP, the Conference of the Parties to the Basel Convention, the Secretariat and their Officials in respect of any such legal action, claim or other demand except when such injury or damage was caused by the negligence or wilful misconduct of Officials referred to above.

ARTICLE XVII

SETTLEMENT OF DISPUTES

1. The Secretariat and the Government shall endeavour to settle any dispute concerning the interpretation or implementation of the present Agreement by negotiation or other agreed mode of amicable settlement.

2. Any dispute between the Secretariat and the Government which is not settled by negotiation or other agreed mode of amicable settlement within forty five (45) days after receipt by one Party of the other Party's request, shall be submitted, at the request of either Party to the dispute, to an arbitral tribunal composed of three members. Each Party shall appoint one arbitrator and the two arbitrators so appointed shall appoint a third, who shall be the Chairman. If within thirty (30) days of the request for arbitration either Party fails to appoint an arbitrator, or if within fifteen (15) days of the appointment of two arbitrators the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint an arbitrator. The procedure for the arbitration shall be determined by the arbitrators, and the expenses of the arbitration shall be borne by the Parties as

assessed by the arbitrators. The arbitral tribunal shall reach its decision by a majority of votes on the basis of the applicable rules of international law. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute, even if rendered in default of one of the Parties.

3. In any arbitration concerning a commercial dispute arising out of, or in accordance with this Agreement or breach thereof—

- (a) proceedings shall, unless otherwise agreed by the Parties, be held in the Republic of Trinidad and Tobago;
- (b) the English language shall be the official language for all purposes;
- (c) proceedings shall be settled in accordance with UNCITRAL Arbitration Rules in force at the time of the dispute; and
- (d) the decision of the majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any Court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

ARTICLE XVIII

STATUS OF ANNEXES TO THIS AGREEMENT

The annexes attached to the present Agreement constitute an integral part of this Agreement.

ARTICLE XIX

ENTRY INTO FORCE, DURATION, AMENDMENT AND TERMINATION OF THE FRAMEWORK AGREEMENT

1. This Agreement shall enter into force upon signature and shall be valid for an initial period of five (5) years.

2. This Agreement shall be automatically extended for a further period of five (5) years, with the exception of this Clause, unless one or both Parties wish to terminate it and provides the other Party with written notice thereof as provided under paragraph 3 below.

3. This Agreement may be terminated by either Party to the present Agreement providing written notice to the other Party six (6) months prior to the expected date of early termination.

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4. In the case of early termination as provided for above, this Agreement shall continue to remain in force for a period of one (1) year from the date of early termination to allow for an orderly cessation of its activities. This period of operation shall be termed the "Transition Period" and will be governed by the terms of the Agreement as at the date of early termination unless otherwise agreed to by the Parties. The Centre will be required to provide complete accounts as to its activities, financial and otherwise to the Parties, and where at the end of the Transition Period there is a remainder of monies provided by the Government accrued by the Centre, such monies shall go towards the settlement of termination packages for the staff of the Centre or where such has already been administered, for such other purpose as the Parties may agree to in writing.

5. Subject to paragraph 6 below, no change in or modification to this Agreement, including its annexes, shall be made except by prior written agreement between the Parties.

6. Annex III to the present Agreement may be updated through written communication made by the Director of the Centre to the Secretariat. The communication shall bear a copy of the written request of the Contracting Party consenting to be served by the Centre.

7. The Centre shall not assign, transfer, pledge, sub-contract or make other disposition of this Agreement or any part thereof, or of any of the Centre's rights, claims or obligations under this Agreement except with the prior written consent of the Secretariat, such consent to not be unreasonably withheld.

In Witness Whereof, the undersigned, duly authorised **thereto**, signed the present Agreement in the English language.

Done at Geneva, this 29th day of October 2004

For the Secretariat of the
Basel Convention

Signed: Sachiko Kuwabara-Yamamoto
Executive Secretary

Date:

For the Government of the Republic of
Trinidad and Tobago

Signed: H. E. Mr. Bernard Anthony Weston
Ambassador Extraordinary and
Plenipotentiary

Date:

ANNEX I

CORE FUNCTIONS OF THE BASEL CONVENTION REGIONAL CENTRES

The role of the Centres is to assist developing countries and countries with economies in transition, within their own region, through capacity building for the environmentally sound management to achieve the fulfilment of the objectives of the Convention.

The description of the core functions of the Centres are as follows:

1. Training
2. Technology Transfer
3. Information
4. Consulting
5. Awareness raising

The explanations of the core functions of the Centres are as follows:

- (a) Developing and conducting training programmes, workshops, seminars and associated projects in the field of the environmentally sound management of hazardous wastes, transfer of environmentally sound technology and minimisation of the generation of hazardous wastes with specific emphasis on training the trainers and the promotion of ratification and implementation of the Basel Convention and its instruments;
- (b) Identifying, developing and strengthening mechanisms for the transfer of technology in the field of the environmentally sound management of hazardous wastes or their minimisation in the region;
- (c) Gathering, assessing and disseminating information in the field of hazardous wastes and other wastes to Parties of the region and to the Secretariat;
- (d) Collecting information on new or proven environmentally sound technologies and know-how relating to environmentally sound management and minimisation of the generation of hazardous wastes and other wastes and disseminating these to Parties of the region at their request;
- (e) Establishing and maintaining regular exchange of information relevant to the provisions of the Basel Convention, and networking at the national and regional levels;
- (f) Organising meetings, symposiums and missions in the field, useful for carrying out these objectives in the region;

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- (g) Providing assistance and advice to the Parties and non-Parties of the region at their request, on matters relevant to the environmentally sound management or minimisation of hazardous wastes, the implementation of the provisions of the Basel Convention and other related matters;
- (h) Promoting public awareness;
- (i) Encouraging the best approaches, practices and methodologies for the environmentally sound management and minimisation of the generation of hazardous wastes and other wastes, e.g., through case studies and pilot projects;
- (j) Co-operating with the United Nations and its bodies, in particular UNEP and the Specialised Agencies, and with other relevant intergovernmental organisations, industry and non-governmental organisations, and, where appropriate, with any other institution, in order to co-ordinate activities and develop and implement joint projects related to the provisions of the Basel Convention and develop synergies where appropriate with other multilateral environmental agreements;
- (k) Developing, within the general financial strategy approved by the Parties, the Centres' own strategy for financial sustainability;
- (l) Co-operating in mobilisation of human, financial and material means in order to meet the urgent needs at the request of the Party(ies) of the region faced with incidents or accidents which cannot be solved with the means of the individual Party(ies) concerned;
- (m) Performing any other functions assigned to it by relevant decisions of the Conference of the Parties of the Basel Convention or by Parties of the region, consistent with such decisions.

ANNEX II

CONTRIBUTIONS OF THE GOVERNMENT OF THE REPUBLIC OF TRINIDAD AND TOBAGO

The following shall be the contributions of the Government of the Republic of Trinidad and Tobago towards the operation of the Centre:

A. Personnel

Director of the Centre — full time

Secretary of the Director — full time

Research Assistant — full time

Driver/Handy Man

B. Premises and services

- Furnished office space — 200 sq. m.
- Meeting room — capacity 40 participants
- Storeroom — 10 sq.m
- Office equipment: computers with printers, photocopier
- Telecommunications equipment and services: telephones, fax, internet
- Audiovisual equipment: LDC Projector, Overhead, etc.
- Maintenance of the office space and equipment
- Motor Vehicle and Maintenance of Vehicle
- Insurance

C. In-cash contribution

- Annually US\$ 100,000.00 in local currency

ANNEX III

COUNTRIES CONSENTING TO BE SERVED BY THE CENTRE

1. Antigua and Barbuda
2. Commonwealth of the Bahamas
3. Barbados
4. Belize
5. The Republic of Cuba
6. The Commonwealth of Dominica
7. The Dominican Republic
8. The Republic of Guyana
9. Jamaica
10. The Republic of Trinidad and Tobago
11. Federation of Saint Kitts and Nevis
12. Saint Lucia
13. Saint Vincent and the Grenadines

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SECOND SCHEDULE

PARTIES OF THE REGION

Antigua and Barbuda
Commonwealth of the Bahamas
Barbados
Belize
The Republic of Cuba
The Commonwealth of Dominica
The Dominican Republic
The Republic of Guyana
Jamaica
The Republic of Trinidad and Tobago
The Federation of Saint Kitts and Nevis
Saint Lucia
Saint Vincent and the Grenadines
