

# **Economic Partnership Agreement between the CARIFORUM States, of the one part, and the United Kingdom of Great Britain and Northern Ireland, of the other part**

ANTIGUA AND BARBUDA, THE COMMONWEALTH OF THE BAHAMAS, BARBADOS, BELIZE, THE COMMONWEALTH OF DOMINICA, THE DOMINICAN REPUBLIC, GRENADA, THE REPUBLIC OF GUYANA, THE REPUBLIC OF HAITI, JAMAICA, SAINT CHRISTOPHER AND NEVIS, SAINT LUCIA, SAINT VINCENT AND THE GRENADINES, THE REPUBLIC OF SURINAME, THE REPUBLIC OF TRINIDAD AND TOBAGO, hereinafter referred to as the 'CARIFORUM States',

Of the one part, and

THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND, hereinafter referred to as 'the United Kingdom' or 'the UK',

Of the other part,

Hereinafter jointly referred to as 'the Parties';

HAVING REGARD to the Economic Partnership Agreement between the CARIFORUM States, of the one part, and the European Community and its Member States, of the other part signed on 15 October 2008, hereinafter referred to as 'the CARIFORUM-EU EPA';

RECOGNISING that the CARIFORUM-EU EPA will cease to apply to the United Kingdom when it ceases to be a Member State of the European Union or at the end of any transitional period or implementation period during which the rights and obligations under the CARIFORUM-EU EPA continue to apply to the United Kingdom;

DESIROUS of ensuring continuity of the effects of the CARIFORUM-EU EPA and maintaining certainty and stability in their trade and investment relationship;

HAVING REGARD to the Revised Treaty of Chaguaramas establishing the Caribbean Community including the CARICOM Single Market and Economy, the Revised Treaty of Basseterre establishing the Organisation of Eastern Caribbean States Economic Union and the Agreement establishing a Free Trade Area between the Caribbean Community and the Dominican Republic;

RECOGNISING that this Agreement builds on the experience of the Partnership Agreement between the Members of the African, Caribbean and Pacific ('ACP') Group of States of the one part, and the European Community ('EC') and its Member States of the other part, signed on 23 June 2000 and revised on 25 June 2005 and further revised on 22 June 2010 ('Cotonou Agreement') and on the experience of the previous ACPEC Partnership Agreements in the area of regional cooperation and integration as well as economic and trade cooperation;

REAFFIRMING their commitment to the respect for human rights, democratic principles and the rule of law, which constitute the essential elements of this Agreement and to good governance, which constitutes the fundamental element of this Agreement;

CONSIDERING the need to promote and expedite the economic, cultural, and social development of the CARIFORUM States, with a view to contributing to peace and security and to promoting a stable and democratic political environment;

CONSIDERING the importance that they attach to the internationally agreed development objectives and to the United Nations Sustainable Development Goals;

CONSIDERING the need to promote economic and social progress for their people in a manner consistent with sustainable development by respecting basic labour rights in line with the commitments they have undertaken within the International Labour Organisation and by protecting the environment in line with the 2002 Johannesburg Declaration;

REAFFIRMING their commitment to work together towards the achievement of the objectives of poverty eradication, sustainable development and the gradual integration of the ACP States into the world economy;

DESIROUS of facilitating the implementation of the CARICOM Development Vision;

CONSIDERING their commitment to the principles and rules which govern international trade, in particular those contained in the Agreement establishing the World Trade Organisation ('WTO');

CONSIDERING the difference in levels of economic and social development existing between the CARIFORUM States and the United Kingdom;

CONSIDERING the importance of the existing traditional links, and notably the close historical, political and economic ties between them;

CONSIDERING that they wish to strengthen those links and to establish lasting relations based on partnership and mutual rights and obligations, supported by a regular dialogue with a view of improving mutual knowledge and understanding;

DESIROUS of strengthening the framework for economic and trade relations between them through the establishment of an Economic Partnership Agreement which can serve as an instrument for the development of the CARIFORUM States;

DESIROUS of enhancing their economic relationship and, in particular, trade and investment flows, building on and improving the current level of preferential market access into the United Kingdom for the CARIFORUM States;

REAFFIRMING their commitment to support the regional integration process among CARIFORUM States, and in particular to foster regional economic integration as a key instrument to facilitate their integration into the world economy and help them to face the challenges of globalisation and achieve the economic growth and social progress compatible with sustainable development to which they aim;

AWARE that building capacities and addressing supply constraints in CARIFORUM States are required to take full advantage of increased trading opportunities and maximise the benefits of trade reforms and REAFFIRMING the essential role that development assistance, including trade-related assistance, can play in supporting CARIFORUM States to implement and take advantage of this Agreement;

RECALLING that the United Kingdom is committed to development aid, including aid for trade and to ensuring that a substantial share of the UK's development aid is devoted to ACP countries;

DETERMINED to ensure that the UK's development cooperation for regional economic cooperation and integration is carried out so as to maximise the expected benefits of this Agreement;

COMMITTED to cooperate, in accordance with the Paris Declaration on aid effectiveness and the Busan Partnership for Effective Development Cooperation, in order to facilitate the UK's contribution and other donors' participation in support of the efforts of the CARIFORUM States to achieve the objectives of this Agreement;

RECOGNISING that UK development cooperation in support of this Agreement shall continue to be guided by the internationally agreed aid effectiveness agenda and assessment of a government's commitment to the UK Partnership Principles, reducing poverty and achieving the Sustainable Development Goals;

CONVINCED that this Agreement will create a new and more favourable climate for their relations in the areas of trade and investments and create new dynamic opportunities for growth and development,

HAVE AGREED AS FOLLOWS:

## **Article P I. Trade Partnership for Sustainable Development**

### **Article 1. Objectives**

The objectives of this Agreement are:

(a) Contributing to the reduction and eventual eradication of poverty through the establishment of a trade partnership consistent with the objective of sustainable development, and the Sustainable Development Goals;

(b) Promoting regional integration, economic cooperation and good governance thus establishing and implementing an effective, predictable and transparent regulatory framework for trade and investment between the Parties and in the CARIFORUM region;

(c) Promoting the gradual integration of the CARIFORUM States into the world economy, in accordance with their political

choices and development priorities;

(d) Improving the CARIFORUM States' capacity in trade policy and trade related issues;

(e) Supporting the conditions for increasing investment and private sector initiative and enhancing supply capacity, competitiveness and economic growth in the CARIFORUM region;

(f) Strengthening the existing relations between the Parties on the basis of solidarity and mutual interest. To this end, taking into account their respective levels of development and consistent with WTO obligations, the Agreement shall enhance commercial and economic relations, support a new trading dynamic between the Parties by means of the progressive, asymmetrical liberalisation of trade between them and reinforce, broaden and deepen cooperation in all areas relevant to trade and investment.

## **Article 8. Cooperation Priorities**

1. Development cooperation as provided for in Article 7 shall be primarily focused on the following areas as further articulated in the individual Chapters of this Agreement:

(i) The provision of technical assistance to build human, legal and institutional capacity in the CARIFORUM States so as to facilitate their ability to comply with the commitments set out in this Agreement;

(ii) The provision of assistance for capacity and institution building for fiscal reform in order to strengthen tax administration and improve the collection of tax revenues with a view to shifting dependence from tariffs and other duties and charges to other forms of indirect taxation;

(iii) The provision of support measures aimed at promoting private sector and enterprise development, in particular small economic operators, and enhancing the international competitiveness of CARIFORUM firms and diversification of the CARIFORUM economies;

(iv) The diversification of CARIFORUM exports of goods and services through new investment and the development of new sectors;

(v) Enhancing the technological and research capabilities of the CARIFORUM States so as to facilitate development of, and compliance with, internationally recognised sanitary and phytosanitary ('SPS') measures and technical standards and internationally recognised labour and environmental standards;

(vi) The development of CARIFORUM innovation systems, including the development of technological capacity;

(vii) Support for the development of infrastructure in CARIFORUM States necessary for the conduct of trade.

2. The Development cooperation priorities as broadly articulated in paragraph 1 and further specified in the individual Chapters of this Agreement shall be implemented according to the modalities provided for in Article 7.

## **Article 41. Exchange of Information and Consultation**

1. The Parties agree to exchange experiences, information and best practices and to consult on all issues related to the pursuit of the objectives of this Chapter and relevant to trade between the Parties.

2. The Parties agree that dialogue would be particularly useful in the following areas:

(a) Exchange of information on agriculture production, consumption and trade and on the respective market developments for agricultural and fisheries products;

(b) Promotion of investment in CARIFORUM agricultural, food and fisheries sectors, including small-scale activities;

(c) Exchange of information on agriculture, rural development and fisheries policies, laws and regulations;

(d) Discussion of policy and institutional changes needed to underpin the transformation of the agricultural and fisheries sectors as well as the formulation and implementation of regional policies on agriculture, food, rural development and fisheries in pursuit of regional integration;

(e) Exchange of views on new technologies as well as policies and measures related to quality.

## **Article 43. Cooperation**

1. The Parties acknowledge the importance of the agricultural, food and fisheries sectors to the economies of CARIFORUM States and of cooperating to promote the transformation of these sectors, with the aim of increasing their competitiveness, developing their capacity to access high quality markets and in view of their potential contribution to the sustainable development of the CARIFORUM States. They recognise the need to facilitate the adjustment of the agricultural, food and fisheries sectors and the rural economy, to the progressive changes brought about by this Agreement, while paying particular attention to small scale operations.

2. Subject to the provisions of Article 7, the Parties agree to cooperate, including by facilitating support, in the following areas:

(a) Improvement in the competitiveness of potentially viable production, including downstream processing, through innovation, training, promotion of linkages and other support activities, in agricultural and fisheries products, including both traditional and non traditional export sectors;

(b) Development of export marketing capabilities, including market research, both for trade between CARIFORUM States and between the Parties, as well as the identification of options for the improvement of marketing infrastructure and transportation, and the identification of financing and cooperation options for producers and traders;

(c) Compliance with and adoption of quality standards relating to food production and marketing, including standards relating to environmentally and socially sound agricultural practices and organic and nongenetically modified foods;

(d) Promotion of private investment and public-private partnerships in potentially viable production;

(e) Improvement in the ability of CARIFORUM operators to comply with national, regional and international technical, health and quality standards for fish and fish products;

(f) Building or strengthening the scientific and technical human and institutional capability at regional level for sustainable trade in fisheries products, including aquaculture; and

(g) The process of dialogue referred to in Article 41.

### **Article 43A. Cariforum-uk Special Committee on Agriculture and Fisheries**

1. The CARIFORUM-UK Special Committee on Agriculture and Fisheries (the 'Special Committee on Agriculture and Fisheries') is hereby established to carry out the functions set out in paragraph 3. The Parties agree that the establishment of the Special Committee on Agriculture and Fisheries supersedes the establishment of the CARIFORUM-EU Special Committee on Agriculture and Fisheries by Decision 1/2017 of the CARIFORUM EU Trade and Development Committee. The CARIFORUM-UK Special Committee on Agriculture and Fisheries shall be composed of representatives of the United Kingdom, of the one part, and of representatives of the CARIFORUM Directorate and the Signatory CARIFORUM States, of the other part.

2. The Special Committee on Agriculture and Fisheries shall also be a forum for the Parties to exchange experiences, information and best practices and to consult on all issues related to the objectives set out in this Chapter and relevant to trade between the Parties.

3. The Special Committee on Agriculture and Fisheries shall:

(a) Generally keep under review all aspects of this Chapter;

(b) Generally keep under review all other aspects of the Agreement that relate to agriculture and fisheries, including the following areas of Title I of Part II — Trade in goods:

(i) Chapter 1 — All matters relating to trade in agricultural and fisheries goods, including tariffs;

(ii) Chapter 3 — Article 28 — Agricultural export subsidies;

(iii) Chapter 6 — Technical barriers to trade, as it relates to agricultural and fisheries goods; and

(iv) Chapter 7 — SPS measures, as it relates to agricultural and fisheries goods;

(c) Generally keep under review all aspects of Title IV, Chapter 2 — Innovation and Intellectual Property, as it relates to agriculture and fisheries goods, including Article 145 — Geographical indications and Article 149 — Plant varieties;

(d) Engage in dialogue on matters relating to agriculture and fisheries, including in the following areas:

- (i) Agriculture production, consumption and trade and on the respective market developments for agricultural and fisheries products;
  - (ii) The promotion of investment in and knowledge transfer to CARIFORUM agricultural, food and fisheries sectors, including small-scale activities;
  - (iii) Agriculture, rural development and fisheries policies, laws and regulations;
  - (iv) The policy and institutional changes needed to underpin the transformation of the agricultural and fisheries sectors as well as the formulation and implementation of regional policies on agriculture, food, rural development and fisheries in pursuit of regional integration;
  - (v) New technologies, research and innovation as well as policies and measures related to quality; and (vi) trade policy developments concerning commodities and traditional agricultural products, including bananas, rum, rice and sugar;
- (e) Assist the CARIFORUM-UK Trade and Development Committee with regard to the following functions:
- (i) To supervise and be responsible for the implementation and proper application of the provisions of the Agreement relating to agriculture and fisheries and to discuss and recommend priorities for cooperation in this regard;
  - (ii) To oversee the further elaboration of the provisions of the Agreement relating to agriculture and fisheries and evaluate the application thereof;
  - (iii) To undertake action to avoid disputes and to resolve disputes that may arise regarding the interpretation or application of provisions of the Agreement relating to agriculture and fisheries, in accordance with the provisions of Part III thereof;
  - (iv) To discuss and undertake actions that may facilitate trade, investment and business opportunities in the agricultural and fisheries sectors between the Parties; and
  - (v) To discuss any matters pertaining to the agriculture and fisheries provisions of the Agreement and any issue liable to affect the attainment of its objectives; and
- (f) Make recommendations to the CARIFORUM-UK Trade and Development Committee with a view to enhancing the implementation and operation of the agriculture and fisheries provisions of the Agreement.

## **Article P II. Trade and Trade-related Matters**

### **Article Title II. Investment, Trade In Services and E-commerce**

## **Chapter 1. General Provisions**

### **Article 60. Objective, Scope and Coverage**

1. The Parties and the Signatory CARIFORUM States, reaffirming their commitments under the WTO Agreement and with a view to facilitating the regional integration and sustainable development of the Signatory CARIFORUM States and their smooth and gradual integration in the world economy, hereby lay down the necessary arrangements for the progressive, reciprocal and asymmetric liberalisation of investment and trade in services and for cooperation on e-commerce.
2. Nothing in this Title shall be construed to require the privatisation of public undertakings or to impose any obligation with respect to government procurement.
3. The provisions of this Title shall not apply to subsidies granted by the Parties or the Signatory CARIFORUM States.
4. Consistent with the provisions of this Title, the Parties and the Signatory CARIFORUM States retain the right to regulate and to introduce new regulations to meet legitimate policy objectives.
5. This Title shall not apply to measures affecting natural persons seeking access to the employment market of the UK or of the Signatory CARIFORUM States, nor shall it apply to measures regarding citizenship, residence or employment on a permanent basis.

Nothing in this Title shall prevent the Parties or the Signatory CARIFORUM States from applying measures to regulate the entry of natural persons into, or their temporary stay in, their territory, including those measures necessary to protect the integrity of, and to ensure the orderly movement of natural persons across their borders, provided that such measures are not applied in such a manner as to nullify or impair the benefits accruing to any Party under the terms of a specific

commitment.

## **Article 61. Definitions**

1. For the purposes of this Title:

(a) 'measure' means any measure by the Parties or by the Signatory CARIFORUM States, whether in the form of a law, regulation, rule, procedure, decision, administrative action, or any other form;

(b) 'measures adopted or maintained by the Parties or by the Signatory CARIFORUM States' means measures taken by:

(i) Central, regional or local governments and authorities; and

(ii) Non-governmental bodies in the exercise of powers delegated by central, regional or local governments or authorities;

(c) 'natural person of the United Kingdom' or 'natural person of the Signatory CARIFORUM States' means a national of the United Kingdom or of one of the Signatory CARIFORUM States according to their respective legislation;

(d) 'juridical person' means any legal entity duly constituted or otherwise organised under applicable law, whether for profit or otherwise, and whether privately-owned or governmentally-owned, including any corporation, trust, partnership, joint venture, sole proprietorship or association;

(e) 'juridical person of a Party' means a juridical person of the United Kingdom or a Signatory CARIFORUM State set up in accordance with the laws of the United Kingdom or of a Signatory CARIFORUM State respectively, and having its registered office, its central administration, or its principal place of business in the territory of the United Kingdom or in the territory of a Signatory CARIFORUM State, respectively;

Should the juridical person have only its registered office or central administration in the territory of the United Kingdom or in the territory of the Signatory CARIFORUM States respectively, it shall not be considered as a juridical person of the United Kingdom or of a Signatory CARIFORUM State respectively, unless it engages in substantive business operations in the territory of the United Kingdom or of a Signatory CARIFORUM State, respectively;

Notwithstanding the preceding paragraph, shipping companies established outside the United Kingdom or the CARIFORUM States and controlled by nationals of the United Kingdom or of a Signatory CARIFORUM State, respectively, shall also be beneficiaries of the provisions of this Agreement, if their vessels are registered in accordance with their respective legislation, of the United Kingdom or of a Signatory CARIFORUM State and carry the flag of the United Kingdom or of a Signatory CARIFORUM State;

(f) An 'economic integration agreement' shall mean an agreement substantially liberalising trade in services and investment pursuant to WTO rules.

## **Article 62. Future Liberalisation**

In pursuance of the objectives of this Title, the Parties shall enter into further negotiations on investment and trade in services no later than five years from the date of entry into force of this Agreement with the aim of enhancing the overall commitments undertaken under this Title.

## **Article 63. Application to the Republic of Haiti**

With a view to incorporating in Annex IV the commitments of the Republic of Haiti, which shall be compatible with the relevant requirements under the General Agreement on Trade in Services (hereinafter 'the GATS'), the Parties and the Signatory CARIFORUM States shall make changes to this Annex by decision of the CARIFORUM-UK Trade and Development Committee. Pending the adoption of such decision, the preferential treatment granted by the United Kingdom under this Title shall not be applicable to the Republic of Haiti.

## **Article 64. Regional Cariforum Integration**

1. The Parties recognise that economic integration among CARIFORUM States, through the progressive removal of remaining barriers and the provision of appropriate regulatory frameworks for trade in services and investment will contribute to the deepening of their regional integration process and the realisation of the objectives of this Agreement.

2. The Parties further recognise that the principles set in Chapter 5 of this Title to support the progressive liberalisation of

investment and trade in services between the Parties provide a useful framework for the further liberalisation of investment and trade in services between CARIFORUM States in the context of their regional integration.

## Chapter 2. Commercial Presence

### Article 65. Definitions

For purposes of this Chapter:

(a) 'commercial presence' means any type of business or professional establishment through:

(i) The constitution, acquisition or maintenance of a juridical person (1) or

(ii) The creation or maintenance of a branch or representative office within the territory of the United Kingdom or of the Signatory CARIFORUM States for the purpose of performing an economic activity;

(b) 'investor' means any natural or juridical person that performs an economic activity through setting up a commercial presence;

(c) 'investor of a Party' means a natural or juridical person of the United Kingdom or a natural or juridical person of a Signatory CARIFORUM State that performs an economic activity through setting up a commercial presence;

(d) 'economic activity' does not include activities carried out in the exercise of governmental authority, i.e. activities carried out neither on a commercial basis nor in competition with one or more economic operators;

(e) 'subsidiary' of a juridical person means a juridical person which is effectively controlled by another juridical person (2);

(f) 'branch' of a juridical person means a place of business not having legal personality which has the appearance of permanency, such as the extension of a parent body, has a management and is materially equipped to negotiate business with third parties so that such third parties, although knowing that there will if necessary be a legal link with the parent body, the head office of which is abroad, do not have to deal directly with such parent body but may transact business at the place of business constituting the extension.

(1) The terms 'constitution' and 'acquisition' of a juridical person shall be understood as including capital participation in a juridical person with a view to establishing or maintaining lasting economic links. When the juridical person has the status of a company limited by shares, there is a lasting economic link where the block of shares held enables the shareholder, either pursuant to the provisions of national laws relating to companies limited by shares or otherwise, to participate effectively in the management of the company or in its control. Long-term loans of a participating nature are loans for a period of more than five years which are made for the purpose of establishing or maintaining lasting economic links; the main examples being loans granted by a company to its subsidiaries or to companies in which it has a share and loans linked with a profit-sharing arrangement.

(2) A juridical person is controlled by another juridical person if the latter has the power to name a majority of its directors or otherwise to legally direct its actions.

### Article 66. Coverage

This Chapter applies to measures by the Parties or by the Signatory CARIFORUM States affecting commercial presence (3) in all economic activities with the exception of:

(a) Mining, manufacturing and processing of nuclear materials;

(b) Production of or trade in arms, munitions and war material;

(c) Audio-visual services;

(d) National maritime cabotage (4); and

(e) National and international air transport services, whether scheduled or non-scheduled, and services directly related to the exercise of traffic rights, other than:

(i) Aircraft repair and maintenance services during which an aircraft is withdrawn from service;

(ii) The selling and marketing of air transport services;

(iii) Computer reservation system (CRS) services;

(iv) Other ancillary services that facilitate the operation of air carriers, such as ground handling services, rental services of aircraft with crew, and airport management services.

(3) Measures relating to expropriation and investor-to-State dispute settlement such as those covered in bilateral investment treaties are not deemed to affect commercial presence.

(4) National maritime cabotage covers transport services within a Signatory CARIFORUM State or within the United Kingdom for the carriage of passengers or goods originating and terminating in that Signatory CARIFORUM State or in the United Kingdom.

## **Article 67. Market Access**

1. With respect to market access through commercial presence, the United Kingdom and the Signatory CARIFORUM States shall accord to commercial presences and investors of the other Party a treatment no less favourable than that provided for in the specific commitments contained in Annex IV.

2. In sectors where market access commitments are undertaken, the measures which the United Kingdom and the Signatory CARIFORUM States shall not maintain or adopt either on the basis of a regional subdivision or on the basis of their entire territory, unless otherwise specified in Annex IV, are defined as:

(a) Limitations on the number of commercial presences whether in the form of numerical quotas, monopolies, exclusive rights or other commercial presence requirements such as economic needs tests;

(b) Limitations on the total value of transactions or assets in the form of numerical quotas or the requirement of an economic needs test;

(c) Limitations on the total number of operations or on the total quantity of output expressed in terms of designated numerical units in the form of quotas or the requirement of an economic needs test (1);

(d) Limitations on the participation of foreign capital in terms of maximum percentage limit on foreign shareholding or the total value of individual or aggregate foreign investment; and

(e) Measures which restrict or require specific types of commercial presence (subsidiary, branch, representative office) (2) or joint ventures through which an investor of the other Party may perform an economic activity.

(1) Subparagraphs 2(a), 2(b) and 2(c) do not cover measures taken in order to limit the production of an agricultural product.

(2) Each Party or Signatory CARIFORUM State may require that in the case of incorporation under its own law, investors must adopt a specific legal form. To the extent that such requirement is applied in a non-discriminatory manner, it does not need to be specified in a Party's list of commitments in order to be maintained or adopted by that Party.

## **Article 68. National Treatment**

1. In the sectors where market access commitments are inscribed in Annex IV and subject to any conditions and qualifications set out therein, with respect to all measures affecting commercial presence, the United Kingdom and the Signatory CARIFORUM States shall grant to commercial presences and investors of the other Party treatment no less favourable than that they accord to their own like commercial presences and investors.

2. The United Kingdom and the Signatory CARIFORUM States may meet the requirement of paragraph 1 by according to commercial presences and investors of the other Party, either formally identical treatment or formally different treatment to that they accord to their own like commercial presences and investors.

3. Formally identical or formally different treatment shall be considered to be less favourable if it modifies the conditions of competition in favour of commercial presences and investors of the United Kingdom or of the Signatory CARIFORUM States compared to like commercial presences and investors of the other Party.

4. Specific commitments assumed under this Article shall not be construed to require the United Kingdom or the Signatory CARIFORUM States to compensate for inherent competitive disadvantages which result from the foreign character of the relevant commercial presences and investors.

## **Article 69. Lists of Commitments**



The sectors liberalised by the United Kingdom and by the Signatory CARIFORUM States pursuant to this Chapter and, by means of reservations, the market access and national treatment limitations applicable to commercial presences and investors of the other Party in those sectors are set out in lists of commitments included in Annex IV.

## **Article 70. Most-favoured-nation Treatment**

1. With respect to any measures affecting commercial presence covered by this Chapter:

(a) The United Kingdom shall accord to commercial presences and investors of the Signatory CARIFORUM States a treatment no less favourable than the most favourable treatment applicable to like commercial presences and investors of any third country with whom it concludes an economic integration agreement after the signature of this Agreement;

(b) The Signatory CARIFORUM States shall accord to the commercial presences and investors of the United Kingdom a treatment no less favourable than the most favourable treatment applicable to like commercial presences and investors of any major trading economy with whom they conclude an economic integration agreement after the signature of this Agreement.

2. When a Party or a Signatory CARIFORUM State concludes a regional economic integration agreement creating an internal market or requiring the parties thereto to significantly approximate their legislation with a view to removing non-discriminatory obstacles to commercial presence and to trade in services, the treatment that such Party or Signatory CARIFORUM State grants to commercial presences and investors of third countries in sectors subject to the internal market or to the significant approximation of legislation is not covered by the provision of paragraph 1(3).

(3) At the time of signature of this Agreement, the European Economic Area, pre-accession agreements to the European Union, the CARICOM Single Market and Economy, the Organisation of Eastern Caribbean States Economic Union and the CARICOM-Dominican Republic Free Trade Agreement are deemed to fall in their entirety under this exception.

3. The obligations set out in paragraph 1 shall not apply to treatment granted:

(a) Under measures providing for recognition of qualifications, licences or prudential measures in accordance with Article VII of the GATS or its Annex on Financial Services,

(b) Under any international agreement or arrangement relating wholly or mainly to taxation, or

(c) Under measures benefiting from the coverage of an MFN exemption listed in accordance with Article II.2 of the GATS.

4. For the purpose of this provision, a 'major trading economy' means any developed country, or any country accounting for a share of world merchandise exports above 1 % in the year before the entry into force of the economic integration agreement referred to in paragraph 1, or any group of countries acting individually, collectively or through an economic integration agreement accounting collectively for a share of world merchandise exports above 1,5 % in the year before the entry into force of the economic integration agreement referred to in paragraph 1(1).

(1) For this calculation official data by the WTO on leading exporters in world merchandise trade (excluding intra-European Union trade) shall be used.

5. Where any Signatory CARIFORUM State becomes party to an economic integration agreement with a third party referred to in paragraph 1(b) and that agreement provides for more favourable treatment to such third party than that granted by the Signatory CARIFORUM State to the United Kingdom pursuant to this Agreement, the Parties shall enter into consultations. The Parties may decide whether the concerned Signatory CARIFORUM State may deny the more favourable treatment contained in the economic integration agreement to the United Kingdom. The Joint CARIFORUM- UK Council may adopt any necessary measures to adjust the provisions of this Agreement.

## **Article 71. Other Agreements**

Nothing in this Title shall be taken to limit the rights of investors of the Parties to benefit from any more favourable treatment provided for in any existing or future international agreement relating to investment to which the United Kingdom and a Signatory CARIFORUM State are parties.

## **Article 72. Behaviour of Investors**

The United Kingdom and the Signatory CARIFORUM States shall cooperate and take, within their own respective territories, such measures as may be necessary, inter alia, through domestic legislation, to ensure that:

(a) Investors be forbidden from, and held liable for, offering, promising or giving any undue pecuniary or other advantage, whether directly or through intermediaries, to any public official or member of his or her family or business associates or other person in close proximity to the official, for that person or for a third party, in order that the official or third party act or refrain from acting in relation to the performance of official duties, or in order to achieve any favour in relation to a proposed investment or any licences, permits, contracts or other rights in relation to an investment.

(b) Investors act in accordance with core labour standards as required by the International Labour Organization ('ILO') Declaration on Fundamental Principles and Rights at Work, 1998, to which the United Kingdom and the Signatory CARIFORUM States are parties(2).

(c) Investors do not manage or operate their investments in a manner that circumvents international environmental or labour obligations arising from agreements to which the United Kingdom and the Signatory CARIFORUM States are parties.

(d) Investors establish and maintain, where appropriate, local community liaison processes, especially in projects involving extensive natural resource-based activities, in so far that they do not nullify or impair the benefits accruing to the other Party under the terms of a specific commitment.

(2) These core labour standards are further elaborated, in accordance with the Declaration, in ILO Conventions concerning freedom of association, the elimination of forced labour, the abolition of child labour and the elimination of discrimination in the work place.

### **Article 73. Maintenance of Standards**

The United Kingdom and the Signatory CARIFORUM States shall ensure that foreign direct investment is not encouraged by lowering domestic environmental, labour or occupational health and safety legislation and standards or by relaxing core labour standards or laws aimed at protecting and promoting cultural diversity.

### **Article 74. Review**

With a view to the progressive liberalisation of investments, the Parties shall review the investment legal framework, the investment environment, and the flow of investment between them consistent with their commitments in international agreements no later than three years after the entry into force of this Agreement and at regular intervals thereafter.

## **Chapter 3. Cross-border Supply of Services**

### **Article 75. Coverage and Definitions**

1. This Chapter applies to measures by the Parties or by the Signatory CARIFORUM States affecting the cross-border supply of all services with the exception of:

(a) Audio-visual services;

(b) National maritime cabotage (1); and

(c) National and international air transport services, whether scheduled or non-scheduled, and services directly related to the exercise of traffic rights, other than:

(i) Aircraft repair and maintenance services during which an aircraft is withdrawn from service;

(ii) The selling and marketing of air transport services;

(iii) Computer reservation system ('CRS') services; and

(iv) Other ancillary services that facilitate the operation of air carriers, such as ground handling services, rental services of aircraft with crew, and airport management services.

2. For the purpose of this Chapter:

(a) Cross-border supply of services is defined as the supply of a service:

(i) From the territory of a Party into the territory of the other Party (Mode 1);

(ii) In the territory of a Party to the service consumer of the other Party (Mode 2);

(b) 'services' includes any service in any sector except services supplied in the exercise of governmental authority;

(c) 'a service supplied in the exercise of governmental authority' means any service which is supplied neither on a commercial basis, nor in competition with one or more service suppliers;

(d) 'service supplier' means any natural or juridical person that seeks to supply or supplies a service;

(e) 'service supplier of a Party' means a natural or juridical person of the United Kingdom or a natural or juridical person of a Signatory CARIFORUM State that seeks to supply or supplies a service;

(f) 'supply of a service' includes the production, distribution, marketing, sale and delivery of a service.

(1) National maritime cabotage covers transport services within a Signatory CARIFORUM State or within the United Kingdom for the carriage of passengers or goods originating and terminating in that CARIFORUM State or in the United Kingdom.

## **Article 76. Market Access**

1. With respect to market access through the cross-border supply of services, the United Kingdom and the Signatory CARIFORUM States shall accord services and service suppliers of the other Party treatment not less favourable than that provided for in the specific commitments contained in Annex IV.

2. In sectors where market access commitments are undertaken, the measures which the United Kingdom and the Signatory CARIFORUM States shall not maintain or adopt either on the basis of a regional subdivision or on the basis of their entire territory, unless otherwise specified in Annex IV, are defined as:

(a) Limitations on the number of services suppliers whether in the form of numerical quotas, monopolies, exclusive service suppliers or the requirements of an economic needs test;

(b) Limitations on the total value of service transactions or assets in the form of numerical quotas or the requirement of an economic needs test;

(c) Limitations on the total number of service operations or on the total quantity of service output expressed in the terms of designated numerical units in the form of quotas or the requirement of an economic needs test.

## **Article 77. National Treatment**

1. In the sectors where market access commitments are inscribed in Annex IV, and subject to any conditions and qualifications set out therein, the United Kingdom and the Signatory CARIFORUM States shall grant to services and service suppliers of the other Party, in respect of all measures affecting the cross-border supply of services, treatment no less favourable than that they accord to their own like services and services suppliers.

2. The United Kingdom and the Signatory CARIFORUM States may meet the requirement of paragraph 1 by according to services and service suppliers of the other Party, either formally identical treatment or formally different treatment to that they accord to their own like services and service suppliers.

3. Formally identical or formally different treatment shall be considered to be less favourable if it modifies the conditions of competition in favour of services or service suppliers of the United Kingdom or of the Signatory CARIFORUM States compared to like services or service suppliers of the other Party.

4. Specific commitments assumed under this Article shall not be construed to require the United Kingdom or the Signatory CARIFORUM States to compensate for inherent competitive disadvantages which result from the foreign character of the relevant services or services suppliers.

## **Article 78. Lists of Commitments**

The sectors liberalised by the United Kingdom and by the Signatory CARIFORUM States pursuant to this Chapter and, by means of reservations, the market access and national treatment limitations applicable to services and services suppliers of the other Party in those sectors are set out in lists of commitments included in Annex IV.

## **Article 79. Most-favoured-nation Treatment**

1. With respect to any measure affecting cross-border supply of services covered by this Chapter,

(a) The United Kingdom shall accord to services and services suppliers of the Signatory CARIFORUM States a treatment no less favourable than the most favourable treatment applicable to like services and services suppliers of any third country with whom it concludes an economic integration agreement after the signature of this Agreement;

(b) The Signatory CARIFORUM States shall accord to the services and services suppliers of the United Kingdom a treatment no less favourable than the most favourable treatment applicable to like services and services suppliers of any major trading economy with whom they conclude an economic integration agreement after the signature of this Agreement.

2. When a Party or a Signatory CARIFORUM State concludes a regional economic integration agreement creating an internal market or requiring the parties thereto to significantly approximate their legislation with a view to removing non-discriminatory obstacles to trade in services, the treatment that such Party or Signatory CARIFORUM State grants to services and services suppliers of third countries in sectors subject to the internal market or to the significant approximation of legislation is not covered by the provision of paragraph 1(1).

3. The obligations set out in paragraph 1 shall not apply to treatment granted:

(a) Under measures providing for recognition of qualifications, licences or prudential measures in accordance with Article VII of the GATS or its Annex on Financial Services;

(b) Under any international agreement or arrangement relating wholly or mainly to taxation; or

(c) Under measures benefiting from the coverage of an MFN exemption listed in accordance with Article II.2 of the GATS.

4. For the purpose of this provision, a 'major trading economy' means any developed country, or any country accounting for a share of world merchandise exports above 1% in the year before the entry into force of the economic integration agreement referred to in paragraph 1, or any group of countries acting individually, collectively or through an economic integration agreement accounting collectively for a share of world merchandise exports above 1,5 % in the year before the entry into force of the economic integration agreement referred to in paragraph 1(2).

5. Where any Signatory CARIFORUM State becomes party to an economic integration agreement with a third party referred to in paragraph 1(b) and that agreement provides for more favourable treatment to such third party than that granted by the Signatory CARIFORUM State to the United Kingdom pursuant to this Agreement, the Parties shall enter into consultations. The Parties may decide whether the concerned Signatory CARIFORUM State may deny the more favourable treatment contained in the economic integration agreement to the United Kingdom. The Joint CARIFORUM-UK Council may adopt any necessary measures to adjust the provisions of this Agreement.

(1) At the time of signature of this Agreement, the European Economic Area, pre-accession agreements to the European Union, the CARICOM Single Market and Economy, the Organisation of Eastern Caribbean States Economic Union and the CARICOM-Dominican Republic Free Trade Agreement are deemed to fall in their entirety under this exception.

(2) For this calculation official data by the WTO on leading exporters in world merchandise trade (excluding intra-European Union trade) shall be used.

## **Chapter 4. Temporary Presence of Natural Persons for Business Purpose**

### **Article 80. Coverage and Definitions**

1. This Chapter applies to measures by the Parties or by the Signatory CARIFORUM States concerning the entry into and temporary stay in their territories of key personnel, graduate trainees, business services sellers, contractual services suppliers, independent professionals and short term visitors for business purposes, in accordance with Article 60(5).

2. For the purposes of this Chapter:

(a) 'key personnel' means natural persons employed within a juridical person of the United Kingdom or of the Signatory CARIFORUM States other than a non-profit organisation and who are responsible for the setting-up or the proper control, administration and operation of a commercial presence;

'key personnel' comprise 'business visitors' responsible for setting up a commercial presence and 'intra-corporate transfers';

- 'business visitors' mean natural persons working in a senior position who are responsible for setting up a commercial presence. They do not engage in direct transactions with the general public and do not receive remuneration from a source located within the United Kingdom or host Signatory CARIFORUM State respectively;

- 'intra-corporate transfers' mean natural persons of the United Kingdom or of the Signatory CARIFORUM States who have been employed by a juridical person or have been partners in it for at least one year and who are temporarily transferred to a commercial presence in the territory of the other Party. The natural person concerned must belong to one of the following categories:

#### 1. Managers:

Persons working in a senior position within a juridical person, who primarily direct the management of the commercial presence, receiving general supervision or direction principally from the board of directors or stockholders of the business or their equivalent, including:

- (i) Directing the commercial presence or a department or sub-division thereof;
- (ii) Supervising and controlling the work of other supervisory, professional or managerial employees;
- (iii) Having the authority personally to recruit and dismiss or recommend recruiting, dismissing or other personnel actions.

#### 2. Specialists:

Persons working within a juridical person who possess uncommon knowledge essential to the commercial presence's production, research equipment, techniques or management. In assessing such knowledge, account will be taken not only of knowledge specific to the commercial presence, but also of whether the person has a high level of qualification referring to a type of work or trade requiring specific technical knowledge, including membership of an accredited profession;

(b) 'graduate trainees' means natural persons of the United Kingdom or of the Signatory CARIFORUM States who have been employed by a juridical person of the United Kingdom or Signatory CARIFORUM State for at least one year, possess a university degree and are temporarily transferred to a commercial presence or to the parent company of the juridical person in the territory of the other Party, for career development purposes or to obtain training in business techniques or methods (1);

(1) The recipient commercial presence may be required to submit a training programme covering the duration of the stay for prior approval, demonstrating that the purpose of the stay is for training.

(c) 'business services sellers' means natural persons of the United Kingdom or of the Signatory CARIFORUM States who are representatives of a service supplier of the United Kingdom or Signatory CARIFORUM State seeking temporary entry into the territory of the other Party for the purpose of negotiating the sale of services or entering into agreements to sell services for that service supplier. They do not engage in making direct sales to the general public and do not receive remuneration from a source located within the United Kingdom or Signatory CARIFORUM State respectively;

(d) 'contractual services suppliers' means natural persons of the United Kingdom or of the Signatory CARIFORUM States employed by a juridical person of the United Kingdom or Signatory CARIFORUM State which has no commercial presence in the territory of the other Party and which has concluded a bona fide contract (other than through an agency as defined by CPC 872) to supply services with a final consumer in the latter Party requiring the presence on a temporary basis of its employees in that Party in order to fulfil the contract to provide services;

(e) 'independent professionals' means natural persons of the United Kingdom or of the Signatory CARIFORUM States engaged in the supply of a service and established as self-employed in the territory of the United Kingdom or Signatory CARIFORUM State who have no commercial presence in the territory of the other Party and who have concluded a bona fide contract (other than through an agency as defined by CPC 872) to supply services with a final consumer in the latter Party requiring their presence on a temporary basis in that Party in order to fulfil the contract to provide services (1);

(1) The service contract referred to under (d) and (e) shall comply with the laws, regulations and requirements of the Party or Signatory CARIFORUM States where the contract is executed.

(f) 'qualifications' means diplomas, certificates and other evidence (of formal qualification) issued by an authority designated pursuant to legislative, regulatory or administrative provisions and certifying successful completion of professional training.

## **Article 81. Key Personnel and Graduate Trainees**

1. For every sector liberalised in accordance with Chapter 2 of this Title and subject to any reservations listed in Annex IV, the United Kingdom and the Signatory CARIFORUM States shall allow investors of the other Party to employ in their commercial presences natural persons of that other Party provided that such employees are key personnel or graduate trainees as defined in Article 80. The temporary entry and stay of key personnel and graduate trainees shall be for a period

of up to three years for intra-corporate transfers, 90 days in any 12-month period for business visitors, and one year for graduate trainees.

2. For every sector liberalised in accordance with Chapter 2 of this Title, the measures which the United Kingdom and the Signatory CARIFORUM States shall not maintain or adopt either on the basis of a regional subdivision or on the basis of their entire territory, unless otherwise specified in Annex IV, are defined as limitations on the total number of natural persons that an investor may employ as key personnel and graduate trainees in a specific sector in the form of numerical quotas or a requirement of an economic needs test and as discriminatory limitations.

## **Article 82. Business Services Sellers**

For every sector liberalised in accordance with Chapters 2 or 3 of this Title and subject to any reservations listed in Annex IV the United Kingdom and the Signatory CARIFORUM States shall allow the temporary entry and stay of business services sellers for a period of up to 90 days in any 12-month period.

## **Article 83. Contractual Services Suppliers and Independent Professionals**

1. The United Kingdom and the Signatory CARIFORUM States reaffirm their respective obligations arising from their commitments under the GATS as regards the entry and temporary stay of contractual services suppliers and independent professionals.

2. Without prejudice to paragraph 1, the United Kingdom shall allow the supply of services into its territory by contractual services suppliers of the CARIFORUM States through presence of natural persons, subject to the conditions specified below and in Annex IV, in the following subsectors:

1. Legal advisory services in respect of international public law and foreign law (i.e. non-United Kingdom law);
2. Accounting and bookkeeping services;
3. Taxation advisory services;
4. Architectural services;
5. Urban planning and landscape architecture services;
6. Engineering services;
7. Integrated engineering services;
8. Medical and dental services;
9. Veterinary services;
10. Midwives services;
11. Services provided by nurses, physiotherapists and paramedical personnel;
12. Computer and related services;
13. Research and development services;
14. Advertising services;
15. Market research and opinion polling;
16. Management consulting services;
17. Services related to management consulting;
18. Technical testing and analysis services
19. Related scientific and technical consulting services;
20. Maintenance and repair of equipment, including transportation equipment, notably in the context of an after-sales or after-lease services contract;

21. Chef de cuisine services;
22. Fashion model services;
23. Translation and interpretation services;
24. Site investigation work;
25. Higher education services (only privately-funded services);
26. Environmental services;
27. Travel agencies and tour operators' services;
28. Tourist guides services;
29. Entertainment services other than audiovisual services.

Without prejudice to paragraph 1, the Signatory CARIFORUM States shall allow the supply of services into their territory by United Kingdom contractual services suppliers through presence of natural persons, subject to the conditions specified below and in Annex IV.

The commitments undertaken by the United Kingdom and by the Signatory CARIFORUM States are subject to the following conditions:

- (a) The natural persons must be engaged in the supply of a service on a temporary basis as employees of a juridical person, which has obtained a service contract for a period not exceeding 12 months;
- (b) The natural persons entering the other Party must be offering such services as an employee of the juridical person supplying the services for at least the year immediately preceding the date of submission of an application for entry into the other Party. In addition, the natural persons must possess, at the date of submission of an application for entry into the other Party, at least three years professional experience (1) in the sector of activity which is the subject of the contract;
- (c) With the exception of fashion model services, chef de cuisine services, and entertainment services other than audiovisual services, the natural persons entering the other Party must possess (i) a university degree or a qualification demonstrating knowledge of an equivalent level (2) and (ii) professional qualifications where this is required to exercise an activity pursuant to the law, regulations or requirements of the United Kingdom or of the Signatory CARIFORUM State applicable where the service is supplied;
- (d) The natural person shall not receive remuneration for the provision of services other than the remuneration paid by the contractual service supplier during its stay in the other Party;
- (e) The temporary entry and stay of natural persons within the Party concerned shall be for a cumulative period of not more than six months in any 12-month period or for the duration of the contract, whichever is less;
- (f) Access accorded under the provisions of this Article relates only to the service activity which is the subject of the contract and does not confer entitlement to exercise the professional title of the Party where the service is provided;
- (g) The number of persons covered by the service contract shall not be larger than necessary to fulfill the contract, as it may be decided by the laws, regulations and requirements of the Party where the service is supplied;
- (h) Other discriminatory limitations, including on the number of natural persons in the form of economic needs tests, which are specified in Annex IV.

3. Without prejudice to paragraph 1 the United Kingdom shall allow the supply of services into its territory by independent professionals of the Signatory CARIFORUM States, subject to the conditions specified below and in Annex IV, in the following sub-sectors:

1. Legal advisory services in respect of international public law and foreign law (i.e. non-United Kingdom law);
2. Architectural services;
3. Urban planning and landscape architecture services;
4. Engineering services;
5. Integrated engineering services;

6. Computer and related services;
7. Research and development services;
8. Market research and opinion polling;
9. Management consulting services;
10. Services related to management consulting;
11. Translation and interpretation services

Without prejudice to paragraph 1, the Signatory CARIFORUM States shall allow the supply of services into their territory by United Kingdom independent professionals, subject to the conditions specified below and in Annex IV. The commitments undertaken by the United Kingdom and by the Signatory CARIFORUM States are subject to the following conditions:

- (a) The natural persons must be engaged in the supply of a service on a temporary basis as self-employed persons established in the other Party and must have obtained a service contract for a period not exceeding 12 months;
- (b) The natural persons entering the other Party must possess, at the date of submission of an application for entry into the other Party, at least six years professional experience in the sector of activity which is the subject of the contract;
- (c) The natural persons entering the other Party must possess (i) a university degree or a qualification demonstrating knowledge of an equivalent level (3) and (ii) professional qualifications where this is required to exercise an activity pursuant to the law, regulations or requirements of the United Kingdom or of the Signatory CARIFORUM State applicable where the service is supplied;
- (d) The temporary entry and stay of natural persons within the Party concerned shall be for a cumulative period of not more than six months in any 12-month period or for the duration of the contract, whichever is less;
- (e) Access accorded under the provisions of this Article relates only to the service activity which is the subject of the contract and does not confer entitlement to exercise the professional title of the Party where the service is provided;
- (f) Other discriminatory limitations, including on the number of natural persons in the form of economic needs tests, which are specified in Annex IV.
  - (1) Obtained after having reached the age of majority.
  - (2) Where the degree or qualification has not been obtained in the Party where the service is supplied, that Party may evaluate whether this is equivalent to a university degree required in its territory.
  - (3) Where the degree or qualification has not been obtained in the Party where the service is supplied, that Party may evaluate whether this is equivalent to a university degree required in its territory.

## **Article 84. Short Term Visitors for Business Purposes**

1. The United Kingdom and the Signatory CARIFORUM States shall endeavour to facilitate, in conformity with their respective legislation, the entry and temporary stay in their territories of short-term visitors for business purposes from the United Kingdom or the Signatory CARIFORUM States as the case may be with a view to carrying out the following activities:

- (a) Research and design: technical, scientific and statistical researchers on behalf of a company established in the territory of the other Party;
- (b) Marketing research: personnel conducting research or analysis, including market research, on behalf of a company established in the territory of the other Party;
- (c) Training seminars: personnel of a company in the United Kingdom or in the Signatory CARIFORUM States who enter the territory of the other Party to receive training in techniques and work practices employed by companies or organisations in that Party, provided that the training received is confined to observation, familiarisation and classroom instruction only;
- (d) Trade fairs and exhibitions: personnel attending a trade fair for the purpose of promoting their company or its products or services;
- (e) Sales: sales representatives and agents taking orders or negotiating contracts for goods for a company located in the territory of the other Party, but not delivering goods;



(f) Purchasing: buyers purchasing for a company or management and supervisory personnel engaging in a commercial transaction carried out in the territory of the other Party;

(g) Tourism personnel (hotel representatives, tour and travel agents, tour guides or tour operators) attending or participating in tourism conventions or tourism exhibitions, provided that they are not engaged in selling their goods or services to the general public or in supplying their goods or services themselves, do not on their own behalf receive any remuneration from a source located within the United Kingdom or the Signatory CARIFORUM State where they are staying temporarily, and are not engaged in the supply of a service in the framework of a contract concluded between a juridical person who has no commercial presence in the United Kingdom or in the Signatory CARIFORUM State where the short-term visitors for business purposes are staying temporarily and a consumer in the United Kingdom or Signatory CARIFORUM State.

2. This entry and temporary stay into their territories, when allowed, shall be for a period of up to 90 days in any 12- month period.

## **Chapter 5. Regulatory Framework**

### **Section 5. Financial Services**

#### **Article 103. Scope and Definitions**

1. This Section sets out the principles of the regulatory framework for all financial services liberalised pursuant to Chapters 2, 3 and 4 of this Title.

2. For the purpose of this Chapter and of Chapters 2, 3 and 4 of this Title:

(a) 'financial service' means any service of a financial nature offered by a financial service supplier of the United Kingdom and of the Signatory CARIFORUM States. Financial services comprise the following activities:

A. Insurance and insurance-related services

1. Direct insurance (including co-insurance):

(i) Life;

(ii) Non-life;

2. Reinsurance and retrocession;

3. Insurance inter-mediation, such as brokerage and agency; and

4. Services auxiliary to insurance, such as consultancy, actuarial, risk assessment and claim settlement services.

B. Banking and other financial services (excluding insurance):

1. Acceptance of deposits and other repayable funds from the public;

2. Lending of all types, including consumer credit, mortgage credit, factoring and financing of commercial transaction;

3. Financial leasing;

4. All payment and money transmission services, including credit, charge and debit cards, travellers cheques and bankers drafts;

5. Guarantees and commitments;

6. Trading for own account or for account of customers, whether on an exchange, in an over-the-counter market or otherwise, the following:

(i) Money market instruments (including cheques, bills, certificates of deposits);

(ii) Foreign exchange;

(iii) Derivative products including, but not limited to, futures and options;

(iv) Exchange rate and interest rate instruments, including products such as swaps, forward rate agreements;

(v) Transferable securities;

(vi) Other negotiable instruments and financial assets, including bullion;

7. Participation in issues of all kinds of securities, including underwriting and placement as agent (whether publicly or privately) and provision of services related to such issues;

8. Money broking;

9. Asset management, such as cash or portfolio management, all forms of collective investment management, pension fund management, custodial, depository and trust services;

10. Settlement and clearing services for financial assets, including securities, derivative products, and other negotiable instruments;

11. Provision and transfer of financial information, and financial data processing and related software;

12. Advisory, intermediation and other auxiliary financial services on all the activities listed in subparagraphs (1) through (11), including credit reference and analysis, investment and portfolio research and advice, advice on acquisitions and on corporate restructuring and strategy;

(b) 'financial service supplier' means any natural or juridical person of the United Kingdom or of the Signatory CARIFORUM States which seeks to provide or provides financial services. The term 'financial service supplier' does not include a public entity;

(c) 'public entity' means:

1. A government, a central bank or a monetary authority, of the United Kingdom or of a Signatory CARIFORUM State, or an entity owned or controlled by the United Kingdom or by a Signatory CARIFORUM State, that is principally engaged in carrying out governmental functions or activities for governmental purposes, not including an entity principally engaged in supplying financial services on commercial terms; or

2. A private entity, performing functions normally performed by a central bank or monetary authority, when exercising those functions;

(d) 'new financial service' means a service of a financial nature, including services related to existing and new products or the manner in which a product is delivered, that is not supplied by any financial service supplier in the territory of the United Kingdom or of the Signatory CARIFORUM States but which is supplied in the territory of the other Party.

## **Article 104. Prudential Carve-out**

1. The United Kingdom and the Signatory CARIFORUM States may adopt or maintain measures for prudential reasons, such as:

(a) The protection of investors, depositors, policy-holders or persons to whom a fiduciary duty is owed by a financial service supplier;

(b) Ensuring the integrity and stability of their financial system.

2. Nothing in this Agreement shall be construed to require the United Kingdom or the Signatory CARIFORUM States to disclose information relating to the affairs and accounts of individual customers or any confidential or proprietary information in the possession of public entities.

## **Article 105. Effective and Transparent Regulation**

1. The Parties and the Signatory CARIFORUM States shall endeavour to provide in advance to all interested persons any measure of general application that the United Kingdom or the Signatory CARIFORUM States propose to adopt in order to allow an opportunity for such persons to comment on the measure. Such measure shall be provided:

(a) By means of an official publication; or

(b) In other written or electronic form.

2. The United Kingdom and the Signatory CARIFORUM States shall make available to interested persons their requirements for completing applications relating to the supply of financial services.

On the request of an applicant, the concerned United Kingdom or Signatory CARIFORUM State shall inform the applicant of the status of its application. If the concerned United Kingdom or Signatory CARIFORUM State requires additional information from the applicant, it shall notify the applicant without undue delay.

The United Kingdom and the Signatory CARIFORUM States shall endeavour to facilitate the implementation and application in their territory of internationally agreed standards for regulation and supervision in the financial services sector.

## **Article 106. New Financial Services (1)**

The United Kingdom and the Signatory CARIFORUM States shall permit a financial service supplier of the other Party to provide any new financial service of a type similar to those services that the United Kingdom and the Signatory CARIFORUM States permit their own financial service suppliers to provide under their domestic law in like circumstances. The United Kingdom and the Signatory CARIFORUM States may determine the juridical form through which the service may be provided and may require authorisation for the provision of the service. Where such authorisation is required, a decision shall be made within a reasonable time and the authorisation may only be refused for prudential reasons.

(1) This Article applies only to financial services activities covered by Article 103 and liberalised according to this Title.

## **Article 107. Data Processing**

1. The United Kingdom and the Signatory CARIFORUM States shall permit a financial service supplier of the other Party to transfer information in electronic or other form, into and out of their territory, for data processing where such processing is required in the ordinary course of business of such financial service supplier.

2. The United Kingdom and the Signatory CARIFORUM States shall adopt adequate safeguards to the protection of privacy and fundamental rights, and freedom of individuals, in particular with regard to the transfer of personal data.

## **Article 108. Specific Exceptions**

1. Nothing in this Title shall be construed to prevent the United Kingdom and the Signatory CARIFORUM States, including their public entities, from exclusively conducting or providing in their territory activities or services forming part of a public retirement plan or statutory system of social security, except when those activities may be carried out, as provided by the domestic regulation of the United Kingdom or the Signatory CARIFORUM State concerned, by financial service suppliers in competition with public entities or private institutions.

2. Nothing in this Agreement applies to activities conducted by a central bank or monetary authority or by any other public entity in pursuit of monetary or exchange rate policies.

3. Nothing in this Title shall be construed to prevent the United Kingdom and the Signatory CARIFORUM States, including their public entities, from exclusively conducting or providing in their territory activities or services for the account or with the guarantee or using the financial resources of the United Kingdom or the Signatory CARIFORUM State, or their public entities.

# **Chapter 7. Cooperation**

## **Article 121. Cooperation**

1. The Parties recognise the importance of technical cooperation and assistance in order to complement the liberalisation of services and investment, support the Signatory CARIFORUM States' efforts to strengthen their capacity in the supply of services, facilitate the implementation of commitments under this Title, and achieve the objectives of this Agreement.

2. Subject to the provisions of Article 7, the Parties agree to cooperate, including by providing support for technical assistance, training and capacity building in, inter alia, the following areas:

(a) Improving the ability of service suppliers of the Signatory CARIFORUM States to gather information on and to meet regulations and standards of the United Kingdom national and sub-national levels;

(b) Improving the export capacity of service suppliers of the Signatory CARIFORUM States, with particular attention to the marketing of tourism and cultural services, the needs of small and medium-sized enterprises, franchising and the negotiation of mutual recognition agreements;

(c) Facilitating interaction and dialogue between service suppliers of the United Kingdom and of the Signatory CARIFORUM States;

(d) Addressing quality and standards needs in those sectors where the Signatory CARIFORUM States have undertaken commitments under this Agreement and with respect to their domestic and regional markets as well as trade between the Parties, and in order to ensure participation in the development and adoption of sustainable tourism standards;

(e) Developing and implementing regulatory regimes for specific service sectors at CARIFORUM regional level and in Signatory CARIFORUM States in those sectors where they have undertaken commitments under this Agreement; and

(f) Establishing mechanisms for promoting investment and joint ventures between service suppliers of the United Kingdom and of the Signatory CARIFORUM States, and enhancing the capacities of investment promotion agencies in Signatory CARIFORUM States.

## **Article Title III. Current Payments and Capital Movement**

### **Article 122. Current Payments**

Subject to the provisions of Article 124, the Signatory CARIFORUM States and the United Kingdom undertake to impose no restrictions on and to allow all payments for current transactions between residents of the United Kingdom and of the CARIFORUM States to be made in freely convertible currency.

### **Article 123. Capital Movements**

1. With regard to transactions on the capital account of balance of payments, the Signatory CARIFORUM States and the United Kingdom undertake to impose no restrictions on the free movement of capital relating to direct investments made in accordance with the laws of the host country and investments established in accordance with the provisions of Title II, and the liquidation and repatriation of these capitals and of any profit stemming therefrom.

2. The Parties shall consult each other with a view to facilitating the movement of capital between them in order to promote the objectives of this Agreement.

### **Article 124. Safeguard Measures**

1. Where, in exceptional circumstances, payments and capital movements between the Parties cause or threaten to cause serious difficulties for the operation of monetary policy or exchange rate policy in one or more CARIFORUM States or the United Kingdom, safeguard measures with regard to capital movements that are strictly necessary may be taken by the United Kingdom or the concerned Signatory CARIFORUM State or States for a period not exceeding six months.

2. The Joint CARIFORUM-UK Council shall be informed forthwith of the adoption of any safeguard measure and, as soon as possible, of a time schedule for its removal.

## **Article Title IV. Trade-related Issues**

# **Chapter 2. Innovation and Intellectual Property**

## **Section 1. Innovation**

### **Article 133. Regional Integration**

The Parties recognise that measures and policies to be taken at the regional level are necessary to fully attain the objectives of this Section. The CARIFORUM States agree to increase action at the regional level with a view to providing enterprises with a regulatory and policy framework conducive to fostering competitiveness through innovation and creativity.

### **Article 134. Participation In Programmes**

1. The participation of the Parties and the Signatory CARIFORUM States shall be facilitated and promoted in existing and future programmes and other activities of the other Party, in so far as it is permitted by each Party's internal rules governing access to the programmes and activities concerned.

2. The CARIFORUM-UK Trade and Development Committee may make recommendations in order to facilitate the

participation of CARIFORUM institutions and enterprises in the programmes referred to in paragraph 1 and shall periodically review such participation.

## **Article 135. Cooperation In the Area of Competitiveness and Innovation**

1. The Parties recognise that the promotion of creativity and innovation is essential for the development of entrepreneurship and competitiveness and the achievement of the overall objectives of this Agreement.
2. Subject to the provisions of Articles 7 and 134, the Parties agree to cooperate, including by facilitating support, in the following areas:
  - (a) Promotion of innovation, diversification, modernisation, development and product and process quality in businesses;
  - (b) Promotion of creativity and design, particularly in micro, small and medium enterprises, and exchanges between networks of design centres located in the United Kingdom and the CARIFORUM States;
  - (c) Promotion of dialogue and exchanges of experience and information between networks of economic operators; technical assistance, conferences, seminars, exchange visits, prospecting for industrial and technical opportunities, participation in roundtables and general and sectoral trade fairs;
  - (d) Promotion of contacts and industrial cooperation between economic operators, encouraging joint investment and ventures and networks through existing and future programs;
  - (e) Promotion of partnerships for research and development activities in the CARIFORUM States in order to improve their innovation systems; and
  - (f) Intensification of activities to promote linkages, innovation and technology transfer between CARIFORUM and the United Kingdom partners.

## **Chapter 4. Environment**

### **Article 183. Objectives and Sustainable Development Context**

1. The Parties reaffirm that the principles of sustainable management of natural resources and the environment are to be applied and integrated at every level of their partnership, as part of their overriding commitment to sustainable development as set out in Articles 1, 2 and 3 of this Agreement.
2. The Parties recall the importance of environment and natural resources as thematic and cross-cutting issues, and that the fundamental principles of ownership, participation, dialogue and differentiation are therefore particularly relevant.
3. The Parties and the Signatory CARIFORUM States are resolved to conserve, protect and improve the environment, including through multilateral and regional environmental agreements to which they are parties.
4. The Parties reaffirm their commitment to promoting the development of international trade in such a way as to ensure sustainable and sound management of the environment, in accordance with their undertakings in this area including the international conventions to which they are party and with due regard to their respective level of development.
5. The Parties and the Signatory CARIFORUM States are resolved to make efforts to facilitate trade in goods and services which the Parties consider to be beneficial to the environment. Such products may include environmental technologies, renewable- and energy-efficient goods and services and eco-labelled goods.

### **Article 184. Levels of Protection and Right to Regulate**

1. Recognising the right of the Parties and the Signatory CARIFORUM States to regulate in order to achieve their own level of domestic environmental and public health protection and their own sustainable development priorities, and to adopt or modify accordingly their environmental laws and policies, each Party and Signatory CARIFORUM State shall seek to ensure that its own environmental and public health laws and policies provide for and encourage high levels of environmental and public health protection and shall strive to continue to improve those laws and policies.
2. The Parties agree that the special needs and requirements of CARIFORUM States shall be taken into account in the design and implementation of measures aimed at protecting environment and public health that affect trade between the Parties.
3. Provided that such measures are not applied in a manner that would constitute a means of arbitrary or unjustifiable

discrimination between the Parties or a disguised restriction on trade between them, nothing in this Agreement shall be construed to prevent any Party and the Signatory CARIFORUM States from adopting or maintaining measures necessary to protect human, animal or plant life or health, related to the conservation of natural resources or protection of the environment.

## **Article 185. Regional Integration and Use of International Environmental Standards**

In the light of the environmental challenges facing their respective regions, and in order to promote the development of international trade in such a way as to ensure sustainable and sound management of the environment, the Parties recognise the importance of establishing effective strategies and measures at the regional level. The Parties agree that in the absence of relevant environmental standards in national or regional legislation, they shall seek to adopt and implement the relevant international standards, guidelines or recommendations, where practical and appropriate.

## **Article 186. Scientific Information**

The Parties recognise the importance, when preparing and implementing measures aimed at protecting the environment and public health that affect trade between the Parties, of taking account of scientific and technical information, the precautionary principle, and relevant international standards, guidelines or recommendations.

## **Article 187. Transparency**

The Parties and the Signatory CARIFORUM States commit to developing, introducing and implementing any measures aimed at protecting the environment and public health that affect trade between the Parties in a transparent manner, with due notice and public and mutual consultation and with appropriate and timely communication to and consultation of non-state actors including the private sector. The Parties agree that satisfying the provisions on transparency included in Chapters 6 and 7 of Title I shall be deemed to satisfy the provisions of this Article as well.

## **Article 188. Upholding Levels of Protection**

1. Subject to Article 184(1), the Parties agree not to encourage trade or foreign direct investment to enhance or maintain a competitive advantage by:

- (a) Lowering the level of protection provided by domestic environmental and public health legislation;
- (b) Derogating from, or failing to apply such legislation.

2. The Parties and the Signatory CARIFORUM States commit to not adopting or applying regional or national trade or investment-related legislation or other related administrative measures as the case may be in a way which has the effect of frustrating measures intended to benefit, protect or conserve the environment or natural resources or to protect public health.

## **Article 189. Consultation and Monitoring Process**

1. The Parties recognise the importance of monitoring and assessing the impact of implementation of the Agreement on sustainable development through their respective participative processes and institutions, as well as those set up under this Agreement.

2. The Parties may consult each other and the CARIFORUM-UK Consultative Committee on environmental issues covered by Articles 183 to 188. Members of the CARIFORUM-UK Consultative Committee may submit oral or written recommendations to the Parties for disseminating and sharing best practice relating to issues covered by this Chapter.

3. On any issue covered by Articles 183 to 188 the Parties may agree to seek advice from the relevant international bodies on best practice, the use of effective policy tools for addressing trade-related environmental challenges, and the identification of any obstacles that may prevent the effective implementation of environmental standards under relevant Multilateral Environment Agreements.

4. A Party may request consultations with the other Party on matters concerning the interpretation and application of Articles 183 to 188. The consultations shall not exceed three months. In the context of this procedure any Party may independently seek advice from the relevant international bodies. In this case the limit for the period of consultations is extended by a further period of three months.

5. If the matter has not been satisfactorily resolved through consultations between the Parties pursuant to paragraph 3 any Party may request that a Committee of Experts be convened to examine such matter.

6. The Committee of Experts shall comprise three members with specific expertise in the issues covered by this Chapter. The Chairperson shall not be a national of either Party. The Committee of Experts shall present to the Parties a report within three months of its composition. The report shall be made available to the CARIFORUM-UK Consultative Committee.

## **Article 190. Cooperation**

1. The Parties recognise the importance of cooperating on environmental issues in order to achieve the objectives of this Agreement.

2. Subject to the provisions of Article 7, the Parties agree to cooperate, including by facilitating support in the following areas:

(a) Technical assistance to producers in meeting relevant product and other standards applicable in the United Kingdom market;

(b) Promotion and facilitation of private and public voluntary and market-based schemes including relevant labelling and accreditation schemes;

(c) Technical assistance and capacity building, in particular to the public sector, in the implementation and enforcement of multilateral environmental agreements, including with respect to trade-related aspects;

(d) Facilitation of trade between the Parties in natural resources, including timber and wood products, from legal and sustainable sources;

(e) Assistance to producers to develop and/or improve production of goods and services, which the Parties consider to be beneficial to the environment; and

(f) Promotion and facilitation of public awareness and education programmes in respect of environmental goods and services in order to foster trade in such products between the Parties.

## **Chapter 5. Social Aspect**

### **Article 191. Objectives and Multilateral Commitments**

1. The Parties reaffirm their commitment to the internationally recognised core labour standards, as defined by the relevant ILO Conventions, and in particular the freedom of association and the right to collective bargaining, the abolition of forced labour, the elimination of the worst forms of child labour and non-discrimination in respect to employment. The Parties also reaffirm their obligations as members of the ILO and their commitments under the ILO Declaration on Fundamental Principles and Rights at Work and its Follow-Up (1998).

2. The Parties reaffirm their commitment to the 2006 Ministerial declaration by the UN Economic and Social Council on Full Employment and Decent Work, promoting the development of international trade in a way that is conducive to full and productive employment and decent work for all, including men, women and young people.

3. The Parties recognise the beneficial role that core labour standards and decent work can have on economic efficiency, innovation and productivity, and they highlight the value of greater policy coherence between trade policies, on the one hand, and employment and social policies on the other.

4. The Parties agree that labour standards should not be used for protectionist trade purposes.

5. The Parties recognise the benefits of commerce in fair and ethical trade products and the importance of facilitating such commerce between them.

### **Article 192. Levels of Protection and Right to Regulate**

Recognising the right of the Parties and the Signatory CARIFORUM States to regulate in order to establish their own social regulations and labour standards in line with their own social development priorities, and to adopt or modify accordingly their relevant laws and policies, each Party and Signatory CARIFORUM State shall ensure that its own social and labour regulations and policies provide for and encourage high levels of social and labour standards consistent with the

internationally recognised rights set forth in Article 191 and shall strive to continue to improve those laws and policies.

## **Article 193. Upholding Levels of Protection**

Subject to Article 192, the Parties agree not to encourage trade or foreign direct investment to enhance or maintain a competitive advantage by:

- (a) Lowering the level of protection provided by domestic social and labour legislation;
- (b) Derogating from, or failing to apply such legislation and standards.

## **Article 194. Regional Integration**

In the light of the social challenges facing their respective regions, and in order to promote the sustainable development of international trade, the Parties recognise the importance of establishing social cohesion policies and measures to promote decent work at regional level.

## **Article 195. Consultation and Monitoring Process**

1. In accordance with Article 191, the Parties recognise the importance of monitoring and assessing the operation of the Agreement on decent work and other areas of sustainable development through their respective participative processes and institutions, as well as those set up under this Agreement.
2. The Parties may consult each other and the CARIFORUM-UK Consultative Committee on social issues covered by Articles 191 to 194. Members of the CARIFORUM-UK Consultative Committee may submit oral or written recommendations to the Parties for disseminating and sharing best practice relating to issues covered by this Chapter.
3. On any issue covered by Articles 191 to 194 the Parties may agree to seek advice from the ILO on best practice, the use of effective policy tools for addressing trade-related social challenges, such as labour market adjustment, and the identification of any obstacles that may prevent the effective implementation of core labour standards.
4. A Party may request consultations with the other Party on matters concerning the interpretation and application of Articles 191 to 194. The consultations shall not exceed three months. In the context of this procedure any Party may independently seek advice from the ILO. In this case the limit for the period of consultations is extended by a further period of three months.
5. If the matter has not been satisfactorily resolved through consultations between the Parties pursuant to paragraph 3 any Party may request that a Committee of Experts be convened to examine such matter.
6. The Committee of Experts shall comprise three members with specific expertise in the issues covered by this Chapter. The Chairperson shall not be a national of either Party. The Committee of Experts shall present to the Parties a report within three months of its composition. The report shall be made available to the CARIFORUM-UK Consultative Committee.

## **Article 196. Cooperation**

1. The Parties recognise the importance of cooperating on social and labour issues in order to achieve the objectives of this Agreement.
2. Subject to the provisions of Article 7, the Parties agree to cooperate, including by facilitating support, in the following areas:
  - (a) Exchange of information on the respective social and labour legislation and related policies, regulations and other measures;
  - (b) The formulation of national social and labour legislation and the strengthening of existing legislation, as well as mechanisms for social dialogue, including measures aimed at promoting the Decent Work Agenda as defined by the ILO;
  - (c) Educational and awareness-raising programmes, including skills training and policies for labour market adjustment, and raising awareness of health and safety responsibilities, workers' rights and employers' responsibilities; and
  - (d) Enforcement of adherence to national legislation and work regulation, including training and capacity building initiatives of labour inspectors, and promoting corporate social responsibility through public information and reporting.



## **Article P III. Dispute Avoidance and Settlement**

### **Article 202. Objective**

The objective of this Part is to avoid and settle any dispute between the Parties with a view to arriving at a mutually agreed solution.

### **Article 203. Scope**

This Part shall apply to any dispute concerning the interpretation and application of this Agreement.

## **Chapter 1. Consultations and Mediation**

### **Article 204. Consultations**

1. The Parties shall endeavour to resolve any dispute referred to in Article 203 by entering into consultations in good faith with the aim of reaching an agreed solution.
2. A Party shall seek consultations by means of a written request to the other Party, copied to the CARIFORUM-UK Trade and Development Committee, identifying the measure at issue and the provisions of the Agreement that it considers the measure not to be in conformity with.
3. Consultations shall be held within 40 days of the date of the submission of the request. The consultations shall be deemed concluded within 60 days of the date of the submission of the request, unless both Parties agree to continue consultations. All information disclosed during the consultations shall remain confidential.
4. Consultations on matters of urgency, including those regarding perishable or seasonal goods shall be held within 15 days of the date of the submission of the request, and shall be deemed concluded within 30 days of the date of the submission of the request.
5. If consultations are not held within the timeframes laid down in paragraph 3 or in paragraph 4 respectively, or if consultations have been concluded and no agreement has been reached on a mutually agreed solution, the complaining Party may request the establishment of an arbitration panel in accordance with Article 206.
6. A Party shall not bring a dispute under this Part concerning the interpretation and application of Chapters 4 and 5 of Title IV unless the procedures of Article 189(3), (4) and (5) and Article 195(3), (4) and (5), respectively have been invoked and the matter has not been satisfactorily resolved within 9 months of the initiation of the consultations. Consultations pursuant to those provisions shall replace those which would have been required under this Article.

### **Article 205. Mediation**

1. If consultations fail to produce a mutually agreed solution, the Parties may, by agreement, seek recourse to a mediator. Unless the Parties agree otherwise, the terms of reference for the mediation shall be the matter referred to in the request for consultations.
2. Unless the Parties agree on a mediator within 15 days of the date of the agreement to request mediation, the Chairperson of the CARIFORUM-UK Trade and Development Committee, or his or her delegate, shall select by lot a mediator from the pool of individuals who are on the list referred to in Article 221 and are not nationals of either Party. The selection shall be made within 25 days of the date of the submission of the agreement to request mediation and in the presence of a representative of each Party. The mediator will convene a meeting with the Parties no later than 30 days after being selected. The mediator shall receive the submissions of each Party no later than 15 days before the meeting and notify an opinion no later than 45 days after having been selected.
3. The mediator's opinion may include a recommendation on how to resolve the dispute consistent with the provisions of this Agreement. The mediator's opinion is non-binding.
4. The Parties may agree to amend the time limits referred to in paragraph 2. The mediator may also decide to amend these time limits upon request of any of the Parties or on his own initiative, given the particular difficulties experienced by the Party concerned or the complexities of the case.
5. The proceedings involving mediation, in particular all information disclosed and positions taken by the Parties during

these proceedings shall remain confidential.

## **Chapter 2. Dispute Settlement Procedures**

### **Section 1. Arbitration Procedure**

#### **Article 206. Initiation of the Arbitration Procedure**

1. Where the Parties have failed to resolve the dispute by recourse to consultations as provided for in Article 204, or by recourse to mediation as provided for in Article 205, the complaining Party may request the establishment of an arbitration panel.

2. The request for the establishment of an arbitration panel shall be made in writing to the Party complained against and the CARIFORUM-UK Trade and Development Committee. The complaining Party shall identify in its request the specific measures at issue, and it shall explain how such measures constitute a breach of the provisions of this Agreement.

#### **Article 207. Establishment of the Arbitration Panel**

1. An arbitration panel shall be composed of three arbitrators.

2. Within 10 days of the date of the submission of the request for the establishment of an arbitration panel to the CARIFORUM-UK Trade and Development Committee, the Parties shall consult in order to reach an agreement on the composition of the arbitration panel.

3. In the event that the Parties are unable to agree on its composition within the time frame laid down in paragraph 2, either Party may request the Chairperson of the CARIFORUM-UK Trade and Development Committee, or her or his delegate, to select all three members by lot from the list established under Article 221, one among the individuals proposed by the complaining Party, one among the individuals proposed by the Party complained against and one among the individuals selected by the Parties to act as Chairperson. Where the Parties agree on one or more of the members of the arbitration panel, any remaining members shall be selected by the same procedure.

4. In the event of a dispute concerning the interpretation and application of Chapters 4 and 5 of Title IV the panel shall comprise at least two members with specific expertise on the matters covered by that Chapter drawn from a list of 15 persons established by the CARIFORUM-UK Trade and Development Committee as provided for under Article 221.

5. The Chairperson of the CARIFORUM-UK Trade and Development Committee, or her or his delegate, shall select the arbitrators within five days of the request referred to in paragraph 3 by either Party and in the presence of a representative of each Party.

6. The date of establishment of the arbitration panel shall be the date on which the three arbitrators are selected.

#### **Article 208. Interim Panel Report**

The arbitration panel shall notify to the Parties an interim report containing both the descriptive section and its findings and conclusions, as a general rule not later than 120 days from the date of establishment of the arbitration panel. Any Party may submit written comments to the arbitration panel on precise aspects of its interim report within 15 days of the notification of the report.

#### **Article 209. Arbitration Panel Ruling**

1. The arbitration panel shall notify its ruling to the Parties and to the CARIFORUM-UK Trade and Development Committee within 150 days from the date of the establishment of the arbitration panel. Where it considers that this deadline cannot be met, the Chairperson of the arbitration panel must notify the Parties and the CARIFORUM-UK Trade and Development Committee in writing, stating the reasons for the delay and the date on which the panel plans to conclude its work. Under no circumstances should the ruling be notified later than 180 days from the date of the establishment of the arbitration panel.

2. In cases of urgency, including those involving perishable and seasonal goods, the arbitration panel shall make every effort to notify its ruling within 75 days from the date of its establishment. Under no circumstance should it take longer than 90 days from its establishment. The arbitration panel may give a preliminary ruling within 10 days of its establishment on whether it deems the case to be urgent.

3. Either party may request the arbitration panel to provide a recommendation as to how the Party complained against could bring itself into compliance. In the event of a dispute concerning the interpretation and application of Chapters 4 or 5 of Title IV the arbitration panel shall include a recommendation on how to ensure compliance with the relevant provisions of these Chapters.

## **Section 2. Compliance**

### **Article 210. Compliance with the Arbitration Panel Ruling**

Each Party shall take any measure necessary to comply with the arbitration panel ruling, and the Parties will endeavour to agree on the period of time to comply with the ruling.

### **Article 211. The Reasonable Period of Time for Compliance**

1. No later than 30 days after the notification of the arbitration panel ruling to the Parties, the Party complained against shall notify the complaining Party and the CARIFORUM-UK Trade and Development Committee of the time it will require for compliance (reasonable period of time).

2. If there is disagreement between the Parties on the reasonable period of time to comply with the arbitration panel ruling, the complaining Party shall, within 20 days of the notification made under paragraph 1, request in writing the arbitration panel to determine the length of the reasonable period of time. Such request shall be notified simultaneously to the other Party and to the CARIFORUM-UK Trade and Development Committee. The arbitration panel shall notify its ruling to the Parties and to the CARIFORUM-UK Trade and Development Committee within 30 days from the date of the submission of the request.

3. The arbitration panel shall, in determining the length of the reasonable period of time, take into consideration the length of time that it will normally take the Party complained against to adopt comparable legislative or administrative measures to those identified by such Party as being necessary to ensure compliance. The arbitration panel shall also take into consideration demonstrable capacity constraints which may affect the adoption of the necessary measures by the Party complained against.

4. In the event of the original arbitration panel, or some of its members, being unable to reconvene, the procedures set out in Article 207 shall apply. The time limit for notifying the ruling shall be 45 days from the date of the submission of the request referred to in paragraph 2.5. The reasonable period of time may be extended by agreement of the Parties.

### **Article 212. Review of Any Measure Taken to Comply with the Arbitration Panel Ruling**

1. The Party complained against shall notify the other Party and the CARIFORUM-UK Trade and Development Committee before the end of the reasonable period of time of any measure that it has taken to comply with the arbitration panel ruling.

2. In the event that there is disagreement between the Parties concerning the compatibility of any measure notified under paragraph 1, with the provisions of this Agreement, the complaining Party may request in writing the arbitration panel to rule on the matter. Such request shall identify the specific measure at issue and it shall explain how such measure is incompatible with the provisions of this Agreement. The arbitration panel shall notify its ruling within 90 days of the date of the submission of the request. In cases of urgency, including those involving perishable and seasonal goods, the arbitration panel shall notify its ruling within 45 days of the date of the submission of the request.

3. In the event of the original arbitration panel, or some of its members, being unable to reconvene, the procedures set out in Article 207 shall apply. The time limit for notifying the ruling shall be 105 days from the date of the submission of the request referred to in paragraph 2.

### **Article 213. Temporary Remedies In Case of Non-compliance**

1. If the Party concerned fails to notify any measure taken to comply with the arbitration panel ruling before the expiry of the reasonable period of time, or if the arbitration panel rules that the measure notified under Article 212(1) is not compatible with that Party's obligations under the provisions of this Agreement, the Party complained against shall, if so requested by the complaining Party, present an offer for compensation. Nothing in the Agreement shall require the Party complained against to offer financial compensation.

2. If no agreement on compensation is reached within 30 days of the end of the reasonable period of time or of the arbitration panel's ruling under Article 212 that a measure taken to comply is not compatible with the provisions of this Agreement, the complaining Party shall be entitled, upon notification to the other Party, to adopt appropriate measures. In adopting such measures the complaining Party shall endeavour to select measures that least affect the attainment of the objectives of this Agreement and shall take into consideration their impact on the economy of the Party complained against and on the individual CARIFORUM States. In addition, where the United Kingdom has obtained the right to adopt such measures, it shall select measures which are specifically aimed at bringing into compliance the CARIFORUM State or States whose measures were found to be in breach of this Agreement. The other CARIFORUM States shall facilitate the adoption of measures to comply with the arbitration panel ruling by the CARIFORUM State or States found to be in breach. In cases involving a dispute under Chapter 4 and 5 of Title IV, appropriate measures shall not include the suspension of trade concessions under this Agreement. The complaining Party may adopt the appropriate measures 10 days after the date of the notification.

3. The United Kingdom shall exercise due restraint in asking for compensation or adopting appropriate measures pursuant to paragraphs 1 or 2.

4. Compensation or appropriate measures shall be temporary and shall be applied only until any measure found to violate the provisions of this Agreement has been withdrawn or amended so as to bring it into conformity with those provisions or until the Parties have agreed to settle the dispute.

### **Article 214. Review of Any Measure Taken to Comply after the Adoption of Appropriate Measures**

1. The Party complained against shall notify the other Party and the CARIFORUM-UK Trade and Development Committee of any measure it has taken to comply with the ruling of the arbitration panel and of its request for an end to application of appropriate measures by the complaining Party.

2. If the Parties do not reach an agreement on the compatibility of the notified measure with the provisions of this Agreement within 30 days of the date of the submission of the notification, the complaining Party shall request in writing the arbitration panel to rule on the matter. Such request shall be notified to the other Party and to the CARIFORUM-UK Trade and Development Committee. The arbitration panel ruling shall be notified to the Parties and to the CARIFORUM-UK Trade and Development Committee within 45 days of the date of the submission of the request. If the arbitration panel rules that any measure taken to comply is not in conformity with the provisions of this Agreement, the arbitration panel will determine whether the complaining Party can continue to apply appropriate measures. If the arbitration panel rules that any measure taken to comply is in conformity with the provisions of this Agreement, the appropriate measures shall be terminated.

3. In the event of the original arbitration panel, or some of its members, being unable to reconvene, the procedures laid down in Article 207 shall apply. The period for notifying the ruling shall be 60 days from the date of the submission of the request referred to in paragraph 2.

## **Section 3. Common Provisions**

### **Article 215. Mutually Agreed Solution**

The Parties may reach an agreed solution to a dispute under this Part at any time. They shall notify the CARIFORUM-UK Trade and Development Committee of any such solution. Upon adoption of the mutually agreed solution, the procedure shall be terminated.

### **Article 216. Rules of Procedure**

1. Dispute settlement procedures under Chapter 2 of this Part shall be governed by the Rules of Procedure set out in Annex VIII.

2. Any meeting of the arbitration panel shall be open to the public in accordance with the Rules of Procedure, unless the arbitration panel decides otherwise on its own motion or at the request of the Parties.

### **Article 217. Information and Technical Advice**

At the request of a Party, or upon its own initiative, the arbitration panel may obtain information from any source, including the Parties involved in the dispute, it deems appropriate for the arbitration panel proceeding. The arbitration panel shall

also have the right to seek the relevant opinion of experts as it deems appropriate. Interested parties are authorised to submit amicus curiae briefs to the arbitration panel in accordance with the Rules of Procedure. Any information obtained in this manner must be disclosed to each of the Parties and submitted for their comments.

## **Article 218. Languages of the Submissions**

1. The written and oral submissions of the Parties shall be made in any official languages of the Parties (1).
2. The Parties shall endeavour to agree on a common working language for any specific proceedings under this Part.

(1) For the purpose of this Article the official languages of the CARIFORUM States are Dutch, English, French and Spanish and the official language of the United Kingdom is English.

## **Article 219. Rules of Interpretation**

Arbitration panels shall interpret the provisions of this Agreement in accordance with customary rules of interpretation of public international law, including those set out in the Vienna Convention on the Law of Treaties. The rulings of the arbitration panel cannot add to or diminish the rights and obligations provided in the provisions of this Agreement.

## **Article 220. Arbitration Panel Rulings**

1. The arbitration panel shall make every effort to take any decision by consensus. Where, nevertheless, a decision cannot be arrived at by consensus, the matter at issue shall be decided by majority vote. However, in no case dissenting opinions of arbitrators shall be published.
2. The ruling shall set out the findings of fact, the applicability of the relevant provisions of this Agreement and the reasoning behind any findings and conclusions that it makes. The CARIFORUM-UK Trade and Development Committee shall make the arbitration panel rulings publicly available unless it decides not to do so.

## **Article 221. List of Arbitrators**

1. The CARIFORUM-UK Trade and Development Committee shall, no later than three months after the provisional application of this Agreement, establish a list of 15 individuals who are willing and able to serve as arbitrators. Each of the Parties shall select five individuals to serve as arbitrators. The Parties shall also agree on five individuals that are not nationals of either Party and who shall act as Chairperson to the arbitration panel. The CARIFORUM-UK Trade and Development Committee will ensure that the list is always maintained at this level.
2. Arbitrators shall have specialised knowledge of or experience in law and international trade. They shall be independent, serve in their individual capacities and not take instructions from any organisation or government, or be affiliated with the government of any of the Parties, and shall comply with the Code of Conduct annexed to the Rules of Procedures.
3. The CARIFORUM-UK Trade and Development Committee may establish an additional list of 15 individuals having a sectoral expertise in specific matters covered by this Agreement. When recourse is made to the selection procedure of Article 207, the Chairperson of the CARIFORUM-UK Trade and Development Committee may use such a sectoral list upon agreement of both Parties. The CARIFORUM-UK Trade and Development Committee shall establish an additional list of 15 individuals having an expertise in the specific matters covered by Chapters 4 and 5 of Title IV.

## **Article 222. Relation with Wto Obligations**

1. Arbitration bodies set up under this Agreement shall not adjudicate disputes on each Party or Signatory CARIFORUM States' rights and obligations under the Agreement establishing the WTO.
2. Recourse to the dispute settlement provisions of this Agreement shall be without prejudice to any action in the WTO framework, including dispute settlement action. However, where a Party or Signatory CARIFORUM State has, with regard to a particular measure, instituted a dispute settlement proceeding, either under Article 206(1) of this Part or under the WTO Agreement, it may not institute a dispute settlement proceeding regarding the same measure in the other forum until the first proceeding has ended. For purposes of this paragraph, dispute settlement proceedings under the WTO Agreement are deemed to be initiated by a Party or Signatory CARIFORUM State's request for the establishment of a panel under Article 6 of the Understanding on Rules and Procedures Governing the Settlement of Disputes of the WTO.
3. Nothing in this Agreement shall preclude a Party or Signatory CARIFORUM State from implementing the suspension of

obligations authorised by the Dispute Settlement Body of the WTO. Nothing in the WTO Agreement shall preclude Parties from suspending benefits under this Agreement.

## **Article 223. Time Limits**

1. All time limits laid down in this Part, including the limits for the arbitration panels to notify their rulings, shall be counted in calendar days from the day following the act or fact to which they refer.

2. Any time limit referred to in this Part may be extended by mutual agreement of the Parties.

## **Article P IV. General Exceptions**

### **Article 224. General Exception Clause**

1. Subject to the requirement that such measures are not applied in a manner which would constitute a means of arbitrary or unjustifiable discrimination between the Parties where like conditions prevail, or a disguised restriction on trade in goods, services or establishment, nothing in this Agreement shall be construed to prevent the adoption or enforcement by the United Kingdom, the CARIFORUM States or a Signatory CARIFORUM State of measures which:

(a) Are necessary to protect public security and public morals (1) or to maintain public order;

(1) The Parties agree that, in accordance with Chapter 5 of Title IV, measures necessary to combat child labour shall be deemed to be included within the meaning of measures necessary to protect public morals or measures necessary for the protection of health. relation to the processing and dissemination of personal data and the protection of confidentiality of individual records and accounts;

(b) Are necessary to protect human, animal or plant life or health;

(c) Are necessary to secure compliance with laws or regulations which are not inconsistent with the provisions of this Agreement including those relating to:

(i) The prevention of deceptive and fraudulent practices or to deal with the effects of a default on contracts;

(ii) The protection of the privacy of individuals in relation to the processing and dissemination of personal data and the protection of confidentiality of individual records and accounts;

(iv) Customs enforcement; or

(v) Protection of intellectual property rights;

(d) Relate to the importation or exportation of gold or silver;

(e) Are necessary to the protection of national treasures of artistic, historic or archaeological value;

(f) Relate to the conservation of exhaustible natural resources if such measures are made effective in conjunction with restrictions on domestic production or consumption of goods, domestic supply or consumption of services and on domestic investors;

(g) Relate to the products of prison labour; or

(h) Are inconsistent with Articles 68 and 77, provided that the difference in treatment is aimed at ensuring the effective or equitable imposition or collection of direct taxes in respect of economic activities, investors or service suppliers of the United Kingdom or a Signatory CARIFORUM State (1).

2. The provisions of Title II and of Annex IV shall not apply to the United Kingdom's and Signatory CARIFORUM States' respective social security systems or to activities in the territory of each Party, which are connected, even occasionally, with the exercise of official authority.

(1) Measures that are aimed at ensuring the equitable or effective imposition or collection of direct taxes include measures taken by the United Kingdom or a Signatory CARIFORUM State under its taxation system which: (i) apply to non-resident investors and services suppliers in recognition of the fact that the tax obligation of non-residents is determined with respect to taxable items sourced or located in the United Kingdom's or Signatory CARIFORUM State's territory; or (ii) apply to non-residents in order to ensure the imposition or collection of taxes in the United Kingdom's or Signatory CARIFORUM State's territory; or (iii) apply to non-residents or residents in order to prevent the avoidance or evasion of taxes, including

compliance measures; or (iv) apply to consumers of services supplied in or from the territory of the other Party in order to ensure the imposition or collection of taxes on such consumers derived from sources in the United Kingdom's or Signatory CARIFORUM State's territory; or (v) distinguish investors and service suppliers subject to tax on worldwide taxable items from other investors and service suppliers, in recognition of the difference in the nature of the tax base between them; or (vi) determine, allocate or apportion income, profit, gain, loss, deduction or credit of resident persons or branches, or between related persons or branches of the same person, in order to safeguard the United Kingdom's or Signatory CARIFORUM State's tax base. Tax terms or concepts in paragraph (h) of this provision and in this footnote are determined according to tax definitions and concepts, or equivalent or similar definitions and concepts, under the domestic law of the United Kingdom or Signatory CARIFORUM State taking the measure.

## **Article 225. Security Exceptions**

1. Nothing in this Agreement shall be construed:

- (a) To require the United Kingdom or a Signatory CARIFORUM State to furnish any information the disclosure of which it considers contrary to its essential security interests;
- (b) To prevent the United Kingdom or a Signatory CARIFORUM State from taking any action which it considers necessary for the protection of its essential security interests:
  - (i) Relating to fissionable and fusible materials or the materials from which they are derived;
  - (ii) Relating to economic activities carried out directly or indirectly for the purpose of supplying or provisioning a military establishment;
  - (iii) Connected with the production of or trade in arms, munitions and war materials;
  - (iv) Relating to government procurement indispensable for national security or for national defence purposes; or
  - (v) Taken in time of war or other emergency in international relations; or
- (c) To prevent the United Kingdom or a Signatory CARIFORUM State from taking any action in order to carry out obligations it has accepted for the purpose of maintaining international peace and security.

2. The CARIFORUM-UK Trade and Development Committee shall be informed to the fullest extent possible of measures taken under paragraphs 1(b) and (c) and of their termination.

## **Article 226. Taxation**

1. Nothing in this Agreement or in any arrangement adopted under this Agreement shall be construed to prevent the United Kingdom or a Signatory CARIFORUM State from distinguishing, in the application of the relevant provisions of their fiscal legislation, between taxpayers who are not in the same situation, in particular with regard to their place of residence or with regard to the place where their capital is invested.

2. Nothing in this Agreement or in any arrangement adopted under this Agreement shall be construed to prevent the adoption or enforcement of any measure aimed at preventing the avoidance or evasion of taxes pursuant to the tax provisions of agreements to avoid double taxation or other tax arrangements or domestic fiscal legislation.

3. Nothing in this Agreement shall affect the rights and obligations of the United Kingdom or a Signatory CARIFORUM State under any tax convention. In the event of any inconsistency between this Agreement and any such convention, that convention shall prevail to the extent of the inconsistency.

## **Article P V. Institutional Provisions**

### **Article 227. Joint Cariforum-uk Council**

1. A Joint CARIFORUM-UK Council is hereby established, which shall supervise the implementation of this Agreement. The Joint CARIFORUM-UK Council shall meet at ministerial level at regular intervals, not exceeding a period of two years, and extraordinarily whenever circumstances so require, if the Parties so agree.

2. The Joint CARIFORUM-UK Council shall generally be responsible for the operation and implementation of this Agreement and shall monitor the fulfilment of its objectives. It shall also examine any major issue arising within the framework of this Agreement, as well as any other bilateral, multilateral or international question of common interest and affecting trade

between the Parties.

3. The Joint CARIFORUM-UK Council shall also examine proposals and recommendations from the Parties for the review of this Agreement.

## **Article 228. Composition and Rules of Procedures**

1. The Joint CARIFORUM-UK Council shall be composed, on the one hand, of the representatives of the Government of the United Kingdom, and, on the other hand, of the representatives of the Governments of the Signatory CARIFORUM States.

2. The CARIFORUM States shall mandate one of their representatives to act on their behalf on all matters under this Agreement for which they have agreed to act collectively.

3. The Joint CARIFORUM-UK Council shall establish its own rules of procedure.

4. The Joint CARIFORUM-UK Council shall be chaired in turn by a representative of the United Kingdom and by a CARIFORUM representative, in accordance with the provisions laid down in its rules of procedure.

5. Members of the Joint CARIFORUM-UK Council may arrange to be represented, in accordance with the conditions laid down in its rules of procedure.

## **Article 229. Decision-making Powers and Procedures**

1. In order to attain the objectives of this Agreement, the Joint CARIFORUM-UK Council shall have the power to take decisions in respect of all matters covered by the Agreement.

2. The decisions taken shall be binding on the Parties and the Signatory CARIFORUM States, which shall take all the measures necessary to implement them in accordance with each Party's and Signatory CARIFORUM State's internal rules.

3. The Joint CARIFORUM-UK Council may also make appropriate recommendations.

4. For the matters for which Signatory CARIFORUM States agree to act collectively the Joint CARIFORUM-UK Council shall adopt decisions and recommendations by mutual agreement between the Parties. For the matters for which Signatory CARIFORUM States have not agreed to act collectively, adoption of any decision shall require the agreement of the Signatory CARIFORUM State or States concerned.

## **Article 230. Cariforum-uk Trade and Development Committee**

1. The Joint CARIFORUM-UK Council shall be assisted in the performance of its duties by a CARIFORUM-UK Trade and Development Committee composed of representatives of the Parties, normally at senior officials level. The CARIFORUM States shall mandate one of their representatives to act on their behalf on all matters under this Agreement for which they have agreed to act collectively. Any Party or Signatory CARIFORUM State may bring to the attention of the Committee any issue related to the application of the Agreement or the attainment of its objectives.

2. The Joint CARIFORUM-UK Council shall establish the rules of procedure of the CARIFORUM-UK Trade and Development Committee. The CARIFORUM-UK Trade and Development Committee shall be chaired alternately by a representative of each of the Parties for a period of one year. It shall report annually to the Joint CARIFORUM-UK Council.

3. The CARIFORUM-UK Trade and Development Committee shall have, in particular, the following functions:

(a) In the area of trade:

(i) To supervise and be responsible for the implementation and proper application of the provisions of the Agreement and to discuss and recommend cooperation priorities in this regard;

(ii) To oversee the further elaboration of the provisions of this Agreement and evaluate the results obtained in its application;

(iii) To undertake action to avoid disputes and to resolve disputes that may arise regarding the interpretation or application of the Agreement, in accordance with the provisions of Part III;

(iv) To assist the Joint CARIFORUM-UK Council in the performance of its functions;

(v) To monitor the development of regional integration and of economic and trade relations between the Parties;



- (vi) To monitor and assess the impact of the implementation of this Agreement on the sustainable development of the Parties;
  - (vii) To discuss and undertake actions that may facilitate trade, investment and business opportunities between the Parties; and
  - (viii) To discuss any matters pertaining to this Agreement and any issue liable to affect the attainment of its objectives;
- (b) In the area of development:
- (i) To assist the Joint CARIFORUM-UK Council in the performance of its functions regarding development cooperation related matters falling under this Agreement;
  - (ii) To monitor the implementation of the cooperation provisions laid down in this Agreement and to coordinate such action with third party donors;
  - (iii) To make recommendations on trade-related cooperation between the Parties;
  - (iv) To keep under periodic review the cooperation priorities set out in this Agreement, and to make recommendations on the inclusion of new priorities, as appropriate; and
  - (v) To review and discuss cooperation issues pertaining to regional integration and implementation of this Agreement.

4. In the performance of its functions, the CARIFORUM- UK Trade and Development Committee may:

- (a) Set up and oversee any special committees or bodies to deal with matters falling within its competence and, with the exception of the Special Committee on Customs Cooperation and Trade Facilitation, determine the composition, duties and rules of procedure of any special committee or body, vary and revoke the functions of any special committee or body and dissolve any special committee or body;
- (b) Meet at any time agreed by the Parties;
- (c) Consider any issues under this Agreement and take appropriate action in the exercise of its functions; and
- (d) Take decisions or make recommendations in the cases provided for in this Agreement or where such implementing power has been delegated to it by the Joint CARIFORUM-UK Council. In such cases the Committee shall take decisions or make recommendations in accordance with the conditions laid down in Article 229(4).

5. The CARIFORUM-UK Trade and Development Committee shall generally meet once a year for an overall review of the implementation of this Agreement, on a date and with an agenda agreed in advance by the Parties, in the United Kingdom one year and in a CARIFORUM State the next. The Committee shall hold specific working sessions to perform the functions provided for in paragraph 3(a) and (b).

## **Article 231. Cariforum-uk Parliamentary Committee**

1. A CARIFORUM-UK Parliamentary Committee is hereby established. It shall be a forum for members of the UK Parliament and the CARIFORUM States legislatures to meet and exchange views. It shall meet at intervals which it shall itself determine.
2. The CARIFORUM-UK Parliamentary Committee shall consist of members of the UK Parliament, on the one hand, and of members of CARIFORUM States' legislatures, on the other. Representatives of the Parties may attend the meetings of the CARIFORUM-UK Parliamentary Committee.
3. The CARIFORUM-UK Parliamentary Committee shall establish its rules of procedure and inform the Joint CARIFORUM-UK Council thereof.
4. The CARIFORUM-UK Parliamentary Committee shall be chaired in turn by a representative of the UK Parliament and a representative of a CARIFORUM State legislature, in accordance with the provisions to be laid down in its rules of procedure.
5. (empty)
6. The CARIFORUM-UK Parliamentary Committee may request of the Joint CARIFORUM-UK Council relevant information regarding the implementation of this Agreement, and the Joint CARIFORUM-UK Council shall supply the Committee with the requested information.
7. The CARIFORUM-UK Parliamentary Committee shall be informed of the decisions and recommendations of the Joint

CARIFORUM-UK Council.

8. The CARIFORUM-UK Parliamentary Committee may make recommendations to the Joint CARIFORUM-UK Council and the CARIFORUM-UK Trade and Development Committee.

## **Article 232. Cariforum-uk Consultative Committee**

1. A CARIFORUM-UK Consultative Committee is hereby established with the task of assisting the Joint CARIFORUM-UK Council to promote dialogue and cooperation between representatives of organisations of civil society, including the academic community, and social and economic partners. Such dialogue and cooperation shall encompass all economic, social and environmental aspects of the relations between the United Kingdom and CARIFORUM States, as they arise in the context of the implementation of this Agreement.

2. Participation in the CARIFORUM-UK Consultative Committee shall be decided by the Joint CARIFORUM-UK Council, with a view to ensuring a broad representation of all interested parties.

3. The CARIFORUM-UK Consultative Committee shall carry out its activities on the basis of consultation by the Joint CARIFORUM-UK Council or on its own initiative and make recommendations to the Joint CARIFORUM-UK Council. Representatives of the Parties shall attend the meetings of the CARIFORUM-UK Consultative Committee.

4. The CARIFORUM-UK Consultative Committee shall adopt its rules of procedure in accord with the Joint CARIFORUM-UK Council.

5. The CARIFORUM-UK Consultative Committee may make recommendations to the Joint CARIFORUM-UK Council and the CARIFORUM-UK Trade and Development Committee.

## **Article P VI. General and Final Provisions**

### **Article 232. A Incorporation of Decisions Adopted by Joint Institutions Under the Cariforum-eu Epa**

1. Unless the Parties agree otherwise, any decisions adopted by the Joint CARIFORUM-EU Council, the CARIFORUM-EU Trade and Development Committee, and any special committees or bodies established by or under the CARIFORUM-EU EPA, before the CARIFORUM-EU EPA ceased to apply to the United Kingdom shall, to the extent those decisions relate to the Parties to this Agreement, be deemed to have been adopted, mutatis mutandis, by the Joint CARIFORUM-UK Council, CARIFORUM-UK Trade and Development Committee, and any special committees or bodies the Parties establish by or under this Agreement.

2. Nothing in paragraph 1 prevents the Joint CARIFORUM-UK Council, the CARIFORUM-UK Trade and Development Committee, the Special Committee on Customs Cooperation and Trade Facilitation, and any special committees or bodies established by or under this Agreement, from making decisions which are different to, revoke or supersede the decisions that are deemed to have been adopted by it under that paragraph.

## **Article 233. Definition of the Parties and Fulfilment of Obligations**

1. Contracting Parties of this Agreement are Antigua and Barbuda, the Commonwealth of The Bahamas, Barbados, Belize, the Commonwealth of Dominica, the Dominican Republic, Grenada, the Republic of Guyana, the Republic of Haiti, Jamaica, Saint Christopher and Nevis, Saint Lucia, Saint Vincent and the Grenadines, the Republic of Suriname, and the Republic of Trinidad and Tobago, herein referred to as the 'CARIFORUM States', on the one part, and the United Kingdom of Great Britain and Northern Ireland, on the other part.

2. For the purposes of this Agreement, the CARIFORUM States agree to act collectively.

3. For the purposes of this Agreement, the term 'Party' shall refer to the CARIFORUM States acting collectively or the United Kingdom as the case may be. The term 'Parties' shall refer to the CARIFORUM States acting collectively and the United Kingdom.

4. Where individual action is provided for or required to exercise the rights or comply with the obligations under this Agreement reference is made to the 'Signatory CARIFORUM States'.

5. The Parties or the Signatory CARIFORUM States as the case may be shall adopt any general or specific measures required for them to fulfil their obligations under this Agreement and shall ensure that they comply with the objectives laid down in

this Agreement.

## **Article 234. Coordinators and Exchange of Information**

1. In order to facilitate communication and to ensure the effective implementation of the Agreement the United Kingdom, the CARIFORUM States collectively and each Signatory CARIFORUM State shall designate a Coordinator upon the provisional application of this Agreement. The designation of Coordinators is without prejudice to the specific designation of competent authorities under specific provisions of this Agreement.

2. On request of either Party, the Coordinator of the other Party or of a Signatory CARIFORUM State shall indicate the office or official responsible for any matter pertaining to the implementation of this Agreement and provide the required support to facilitate communication with the requesting Party.

3. On request of either Party, and to the extent legally possible, each Party and the Signatory CARIFORUM States through their coordinators shall provide information and reply promptly to any question relating to an actual or proposed measure that might affect trade between the Parties. The Parties agree to channel their exchanges of information through the CARIFORUM Coordinator to the maximum extent possible.

## **Article 235. Transparency**

1. Each Party and Signatory CARIFORUM State shall ensure that any laws, regulations, procedures and administrative rulings of general application as well as any international commitments relating to any trade matter covered by this Agreement are promptly published or made publicly available and brought to the attention of the other Party.

2. Without prejudice to specific transparency provisions in this Agreement, the information referred to under this Article shall be considered to have been provided when the information has been made available by appropriate notification to the WTO or when the information has been made available on the official, publicly and fee-free accessible website of the Party or of the Signatory CARIFORUM State concerned.

3. Nothing in this Agreement shall require any Party or Signatory CARIFORUM States to provide confidential information, the disclosure of which would impede law enforcement, or otherwise be contrary to the public interest, or which would prejudice legitimate commercial interests of particular enterprises, public or private, except to the extent that it may be necessary to be disclosed in the context of a dispute settlement proceeding under Part III of this Agreement. Where such disclosure is considered necessary by a panel established under Article 207, the panel shall ensure that confidentiality is fully protected.

## **Article 236. Dialogue on Finance Issues**

The Parties and the Signatory CARIFORUM States agree to foster dialogue, transparency and to share best practices in the area of tax policy and administration.

## **Article 237. Collaboration In the Fight Against Illegal Financial Activities**

The United Kingdom and the Signatory CARIFORUM States are committed to prevent and fight against illegal, fraudulent and corrupt activities, money laundering and terrorist financing and shall take the necessary legislative and administrative measures to comply with international standards, including those laid down in the United Nations Convention against Corruption, the United Nations Convention on Transnational Organised Crime and its Protocols and the United Nations Convention for the Suppression of Terrorist Financing. The United Kingdom and the Signatory CARIFORUM States agree to exchange information and cooperate in these areas.

## **Article 238. Regional Preference**

1. Nothing in this Agreement shall oblige a Signatory CARIFORUM State to extend to the United Kingdom any more favourable treatment which that Signatory CARIFORUM State applies as part of the respective regional integration processes amongst the CARIFORUM States.

2. Any more favourable treatment and advantage that maybe granted under this Agreement by any Signatory CARIFORUM State to the United Kingdom shall also be enjoyed by each Signatory CARIFORUM State.

## **Article 239. Balance of Payments Difficulties**

1. Where any Signatory CARIFORUM States or the United Kingdom is in serious balance of payments and external financial difficulties, or under threat thereof, it may adopt or maintain restrictive measures with regard to trade in goods, services and establishment.
2. The Signatory CARIFORUM States and the United Kingdom shall endeavour to avoid the application of the restrictive measures referred to in paragraph 1.
3. Any restrictive measure adopted or maintained under this Article shall be non-discriminatory and of limited duration and shall not go beyond what is necessary to remedy the balance of payments and external financial situation. They shall be in accordance with the conditions established in the WTO Agreements and consistent with the Articles of Agreement of the International Monetary Fund, as applicable.
4. Any Signatory CARIFORUM States or the United Kingdom maintaining or having adopted restrictive measures, or any changes thereto, shall promptly notify them to the other Party and present, as soon as possible, a time schedule for their removal.
5. Consultation shall be held promptly within the CARIFORUM-UK Trade and Development Committee. Such consultations shall assess the balance of payments situation of the concerned Signatory CARIFORUM States or the United Kingdom and the restrictions adopted or maintained under this Article, taking into account, inter alia, such factors as:
  - (a) The nature and extent of the balance of payments and the external financial difficulties;
  - (b) The external economic and trading environment;
  - (c) Alternative corrective measures which may be available.

The consultations shall address the compliance of any restrictive measures with paragraphs 3 and 4. All findings of statistical and other facts presented by the International Monetary Fund relating to foreign exchange, monetary reserves and balance of payments shall be accepted and conclusions shall be based on the assessment by the Fund of the balance of payments and the external financial situation of the concerned CARIFORUM State or the United Kingdom.

## **Article 240. Relation with Political Dialogue, Consultations and Appropriate Measures**

Nothing in this Agreement shall be construed so as to prevent the adoption by the United Kingdom or a Signatory CARIFORUM State of any measures, including trade-related measures under this Agreement, deemed appropriate, as provided for under the Joint Declaration on Political Dialogue, Consultations and Appropriate Measures and according to the procedures set by that Joint Declaration.

## **Article 241. Relations with the Wto Agreement**

The Parties agree that nothing in this Agreement requires them or the Signatory CARIFORUM States to act in a manner inconsistent with their WTO obligations.

## **Article 242. Entry Into Force**

1. This Agreement shall enter into force on the later of the date on which the CARIFORUM-EU EPA ceases to apply to the United Kingdom or the first day of the month following that in which the Parties have notified each other of the completion of the procedures necessary for this purpose, or from such other date as the Parties agree.
2. Instruments of ratification, acceptance or approval shall be deposited with the Government of the United Kingdom of Great Britain and Northern Ireland which is hereby designated the depositary of this Agreement (1).
3. Pending entry into force of the Agreement, the United Kingdom and the Signatory CARIFORUM States shall agree to provisionally apply the Agreement, in full or in part. This may be effected by provisional application pursuant to the laws of a signatory or by ratification of the Agreement. Provisional application shall be notified to the depositary. The Agreement shall be applied provisionally from the date on which the CARIFORUM-EU EPA ceases to apply to the United Kingdom; or otherwise if the United Kingdom and the Signatory CARIFORUM States so agree, ten(10) days after the latter of the receipt of notification of provisional application from the United Kingdom or from all the Signatory CARIFORUM States; or from such other date as the United Kingdom and the Signatory CARIFORUM States agree.
4. Notwithstanding paragraph 3, the United Kingdom and Signatory CARIFORUM States may take steps to apply the Agreement, before provisional application, to the extent feasible.

(1) Treaty Section, FCO Legal Directorate, Foreign and Commonwealth Office, WH.2.143, King Charles Street, London SW1A 2AH, United Kingdom.

## **Article 243. Duration**

1. This Agreement shall be valid indefinitely.
2. Either Party or Signatory CARIFORUM State may give written notice to the others of its intention to denounce this Agreement.
3. Denunciation shall take effect six months after notification.

## **Article 244. Territorial Application**

This Agreement shall apply, on the one hand, to the United Kingdom and the territories for whose international relations the United Kingdom is responsible to the extent that and under the conditions which the CARIFORUM-EU EPA applied immediately before it ceased to apply to the United Kingdom and, on the other hand, to the territories of the Signatory CARIFORUM States. References in this Agreement to 'territory' shall be understood in this sense, unless explicitly stated otherwise.

## **Article 245. Revision Clause**

1. The Parties agree to consider extending this Agreement with the aim of broadening and supplementing its scope in accordance with their respective legislation, by amending it or concluding agreements on specific sectors or activities in the light of the experience gained during its implementation. The Parties may also consider revising this Agreement to bring Overseas Countries and Territories associated with the United Kingdom within the scope of this Agreement.
2. As regards the implementation of this Agreement, either Party may make suggestions oriented towards adjusting trade-related cooperation, taking into account the experience acquired during the implementation thereof.

## **Article 246. Accession**

1. Any Caribbean State may accede to this Agreement subject to such terms and conditions as may be agreed between such country and the United Kingdom and the Signatory CARIFORUM States and following approval in accordance with the applicable legal procedures of the United Kingdom and the Signatory CARIFORUM States and the acceding country.
2. The instrument of accession shall be deposited with the depositary.

## **Article 247. Authentic Texts**

This Agreement is drawn up in duplicate in the Dutch, English, French and Spanish languages, each of these texts being equally authentic.

## **Article 248. Annexes**

The Annexes, Protocols and footnotes shall form an integral part of this Agreement. Appendix 1 to Annex III is drawn up only in English.

Done at CASTRIES, SAINT LUCIA on the 22 MARCH 2019.

For Antigua and Barbuda

For the Commonwealth of the Bahamas

For Barbados

CHERYL SANDRA V HUSBANDS

For Belize

DUANE BELISLE

For the Commonwealth of Dominica

IAN DOUGLAS

For the Dominican Republic

HUGO GUILIANI CURY (04 APRIL 2019, LONDON)

For Grenada

OLIVER JOSEPH

For the Republic of Guyana

DAVID HALES

For the Republic of Haiti

For Jamaica

KAMINA JOHNSON-SMITH

For Saint Christopher and Nevis

LINDSAY GRANT

For Saint Lucia

BRADLEY FELIX

For Saint Vincent and the Grenadines

SANDY PETERS-PHILLIPS

For the Republic of Suriname

For the Republic of Trinidad and Tobago

ORVILLE D LONDON (1 APRIL 2019, LONDON)

For the United Kingdom of Great Britain and Northern Ireland

GEORGE HOLLINGBERY