No. 8680

UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND (ON BEHALF OF ANTIGUA, BARBADOS, BRITISH GUIANA, BRITISH HONDURAS, BRITISH VIRGIN ISLANDS, CAYMAN ISLANDS, DOMINICA, GRENADA, MONTSERRAT, SAINT CHRISTOPHER, NEVIS AND ANGUILLA, SAINT LUCIA and SAINT VINCENT), JAMAICA and TRINIDAD AND TOBAGO

Agreement in respect of the Caribbean Meteorological Service (with annexes). Adopted by the Caribbean Meteorological Council at its Fifth Meeting held at Port-of-Spain on 8 December 1965

Official text : English. Registered by Trinidad and Tobago on 12 July 1967.

ROYAUME-UNI DE GRANDE-BRETAGNE ET D'IRLANDE DU NORD (AU NOM D'ANTIGUA, DE LA BARBADE, DE LA GUYANE BRITANNIQUE, DU HONDURAS BRITANNIQUE, DES ÎLES VIERGES BRITANNIQUES, DES ÎLES CAÏMANES, DE LA DOMINIQUE, DE LA GRENADE, DE MONTSERRAT, DE SAINT-CHRISTOPHE-ET-NIÈVES ET ANGUILLA, DE SAINTE-LUCIE et DE SAINT-VINCENT), JAMAÏQUE et TRINITÉ-ET-TOBAGO

Accord concernant le Service météorologique des Antilles (avec annexes). Adopté par le Conseil météorologique des Antilles à sa cinquième réunion, tenue à Port of Spain le 8 décembre 1965

Texte officiel anglais. Enregistré par la Trinité-et-Tobago le 12 juillet 1967. No. 8680. AGREEMENT<sup>1</sup> BETWEEN THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND (ON BEHALF OF ANTIGUA, BARBADOS, BRITISH GUIANA, BRITISH HONDURAS, BRITISH VIRGIN ISLANDS, CAY-MAN ISLANDS, DOMINICA, GRENADA, MONTSERRAT, SAINT CHRISTOPHER, NEVIS AND ANGUILLA, SAINT LUCIA AND SAINT VINCENT), JAMAICA AND TRI-NIDAD AND TOBAGO IN RESPECT OF THE CARIBBEAN METEOROLOGICAL SERVICE. ADOPTED BY THE METEOROLOGICAL COUNCIL AT CARIBBEAN ITS HELD AT PORT-OF-SPAIN ON FIFTH MEETING 8 DECEMBER 1965

WHEREAS on the dissolution of the Federation of The West Indies the Interim Commissioner for The West Indies took over and continued The West Indies Meteorological Service previously administered by the Government of the Federation until some more permanent arrangement could be made with respect to its future;

AND WHEREAS the Common Services Conference convened by the Interim Commissioner for The West Indies in Trinidad and Tobago in July, 1962, discussed the future of that Service and agreed upon certain proposals, including the proposal that the existing Meteorological Service should continue to be operated as one organisation for a period of six years commencing on the 1st September, 1962;

AND WHEREAS the Common Services Conferences further decided that the proposed arrangement in respect of the future of the Meteorological Service should be embodied in a formal agreement between the participating Governments, providing for the establishment of the Service and the obligations of the various Governments in relation to it;

Now THEREFORE the Governments of Antigua, Barbados, British Guiana, British Honduras, the British Virgin Islands, the Cayman Islands, Dominica, Grenada, Montserrat, Saint Christopher, Nevis and Anguilla, Saint Lucia and Saint Vincent acting with the authority and consent of the Government of the United Kingdom, and the Governments of Jamaica and Trinidad and Tobago,

<sup>&</sup>lt;sup>1</sup> Came into force on 2 April 1966, the date on which the last of the signatory Governments signed the Agreement, in accordance with article XIV.

desiring to give effect to the decision of the Common Services Conference that a formal agreement should be concluded between the Governments continuing to participate in the Meteorological Service, hereby agree as follows :

# Article I

## INTERPRETATION

In this Agreement, unless the context otherwise requires-

"Annex" means an annex to this Agreement;

"the appointed day " means the 1st day of January, 1963;

"Article" means an article of this Agreement;

" central expenditure " in respect of a financial year means expenditure in respect of that financial year on the items set out in paragraph (13) of Article V;

"the Council" means the Caribbean Meteorological Council;

"Director-General" means the officer appointed in accordance with paragraphs (1) and (6) of Article VIII;

"financial year" means a period of twelve months commencing on the 1st day of January;

"a main meteorological office" means a meteorological office which is competent to—

(a) prepare forecasts;

- (b) supply meteorological information and briefing to aeronautical personnel;
- (c) supply meteorological information, including forecasts, to other meteorological offices;

" participating Governments " means the Governments which are from time to time parties to this Agreement;

" the Service " means the Caribbean Meteorological Service;

"the Territories" means those of the states or territories set out below, (with their respective dependencies, if any), the Governments of which are participating Governments, that is to say—

(a) Antigua;

(b) Barbados;

(c) British Guiana;

- (d) British Honduras;
- (e) The British Virgin Islands;
- (f) The Cayman Islands;
- (g) Dominica;
- (h) Grenada;

- (i) Jamaica;
- (j) Montserrat;
- (k) Saint Christopher, Nevis and Anguilla;
- (1) Saint Lucia;
- (m) Saint Vincent;
- (n) Trinidad and Tobago; and any other states or territories the Governments of which are participating Governments;

"Territory" means any of the Territories.

## Article II

THE SERVICE, ITS ESTABLISHMENT, FUNCTIONS AND CONSTITUENT PARTS

(1) There shall remain established a regional Meteorological Service to be known from the appointed day as the Caribbean Meteorological Service.

(2) With effect from the appointed day the Service shall be regulated and administered in accordance with the provisions hereinafter contained in this Agreement.

(3) The functions of the Service shall be those set out in Annex I.

(4) The Service shall consist of a Headquarters Unit which shall be based in Trinidad and Tobago or in such other place as the Council may from time to time determine and such main and other meteorological offices as the participating Governments may from time to time maintain in the Territories.

## Article III

#### Full Member and Associate Member Governments

(1) For the purpose of this Agreement :

- (a) a full member Government is a participating Government which maintains one or more main meteorological offices;
- (b) an associate member Government is a participating Government which does not maintain a main meteorological office.

(2) The Council may at any time admit any Government to participate in this Agreement as a full member Government or an associate member Government, the anual payment to be made in the first instance towards the defrayment of central expenditure by a Government admitted to participate as an associate member Government being determined by the Council.

(3) A full member Government shall not be entitled to withdraw from the Agreement without the consent of the other full member Governments.

(4) An associate member Government may withdraw from this Agreement on giving six months notice to the Council of its intention to withdraw.

## Article IV

#### **Responsibility for the Service**

(1) Subject to the provisions of this Agreement, the responsibility for the Headquarters Unit as well as the general responsibility for the Service shall as from the appointed day vest in a Council to be known as the Caribbean Meteorological Council constituted in the manner hereinafter provided.

(2) The Council shall consist of representatives of the participating Governments, each such Government being entitled to nominate one representative.

(3) The Council shall meet at least once in every year and at such other times as may be necessary.

(4) At each meeting of the Council the members present shall elect a Chairman for the meeting but the Chairman shall not have a casting vote in addition to his original vote.

(5) Where at any meeting of the Council a difference of opinion exists on any matter, arising for decision, the decision of the majority of the members present shall be the decision of the Council; provided that such decision shall not commit any participating Government to expenditure except with the agreement of that Government, nor limit the discretion of any lesser number of Governments than those whose representatives comprise the full Council to implement by mutual agreement any meteorological project submitted for consideration by the Director-General, whether or not such project is intended to be administered by the Headquarters Unit.

(6) Subject to paragraphs (4) and (5) of this Article, the Council shall regulate its own procedure.

(7) Subject to the provisions of this Agreement, the Council may delegate to any member or members thereof, or to the Director-General any of its functions under this Agreement, other than its general responsibility for the Service or its responsibility for the Headquarters Unit.

(8) Subject to the provisions of this Agreement the Council may delegate to the Director-General the responsibility for incorporating the Council or the Headquarters Unit or the Council and the Headquarters Unit. Provided, however, that this responsibility shall be exercisable only with the consent of and in consultation with the Government of the territory in which the said Headquarters Unit is sited for the time being.

(9) Subject to the provision of this Agreement, the Council may by resolution empower the representative on the Council referred to in paragraph (2) of