

LAWS OF GUYANA

IWOKRAMA INTERNATIONAL CENTRE FOR RAIN FOREST
CONSERVATION AND DEVELOPMENT ACT

CHAPTER 20:04

Act
7 of 1995

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Note

on

Subsidiary Legislation

This Chapter contains no subsidiary legislation.

CHAPTER 20:04

IWOKRAMA INTERNATIONAL CENTRE FOR RAIN FOREST
CONSERVATION AND DEVELOPMENT ACT

ARRANGEMENT OF SECTIONS

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13. Regulations, amendment of the Second Schedule.

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CHAPTER 20:04

**IWOKRAMA INTERNATIONAL CENTRE FOR RAIN FOREST
CONSERVATION AND DEVELOPMENT ACT**

7 of 1995. **An Act to provide for the sustainable management and utilisation of approximately 360,000 hectares of Guyana’s Tropical Rain Forest dedicated by the Government of Guyana as the Programme Site for the purposes of research by the Iwokrama International Centre to develop, demonstrate and make available to Guyana and the international community systems, methods and techniques for the sustainable management and utilisation of the multiple resources of the Tropical Forest and the conservation of biological diversity; and for matters incidental thereto.**

[7TH MAY, 1996]

Short title. 1. This Act may be cited as the Iwokrama International Centre for Rain Forest Conservation and Development Act.

Interpretation. 2. In this Act—

Second
Schedule.

“Agreement” means the Agreement between the Government of the Co-operative Republic of Guyana and the Commonwealth Secretariat for the establishment of the Iwokrama International Centre for Rain Forest Conservation and Development, set out in the Second Schedule dated 9th day of November, 1995;

“Biological diversity” means the variety and variability among all living organisms found in the rain forest and the ecosystems and ecological processes of which they are part;

“Board” means the Board of Trustees of the Iwokrama International Centre established under Article 11 of the

Agreement;

“Centre” means the Iwokrama International Centre referred to in Article 23 of the Agreement and declared a corporate body under section 3;

“Minister” means the Minister charged with the responsibility of administering this Act;

“Programme” means the Iwokrama International Rain Forest Conservation and Development Programme;

“Programme Site” means the area of State Land demarcated and dedicated under section 4 to be the Programme Site for the Programme;

“sustainable utilisation” means the use of the multiple resources of the tropical rain forest so that they may yield the greatest benefits to present generations while maintaining their potential to meet the needs and aspirations of future generations;

“Wilderness Preserve” means the area of the Programme Site demarcated and allocated under section 7(1) (a) for the establishment and maintenance of the Rain Forest Wilderness Preserve for conserving nature and maintaining natural processes in an undisturbed state in order to have ecologically representative examples of the natural environment available for scientific study, environmental monitoring and education, and for the maintenance of genetic resources in a dynamic and evolutionary state.

Centre is body
corporate.

3. (1) The reference in Article 23 of the Agreement shall be construed as meaning that the Centre is a body corporate.

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(2) Articles 23 to 30 (inclusive) of the Agreement shall have the force of law in Guyana.

Programme
Site.
First Schedule.

4. (1) The area of State Land, as described and demarcated in the First Schedule and shown on the map (included herein for illustrative purposes only) thereto, representing approximately three hundred and sixty thousand hectares of Guyana's tropical rain forest is hereby dedicated to the international community by Guyana for the Programme to be executed in accordance with this Act and the Agreement.

(2) The Programme Site shall be fully available at all times to the Centre for the pursuit of its activities under this Act and the Agreement.

Control of
Programme
Site.

5. (1) Subject to the provisions of this Act, the Programme Site, with the exception of such areas as may be needed for the corridor for the Surama-Kurupukari stretch of the Lethem-Mabura Hill road passing through the Programme Site, shall be under the control of the Centre whose authority over the Programme Site shall, in so far as it relates to the Programme and the functions of the Centre, be deferred to by any other person or authority notwithstanding any other written law:

Provided that the Centre shall not be responsible for the management or control of such areas of the Programme Site as the Government may, after consultation with the Centre, determine to be required for the corridor for the Surama-Kurupukari stretch of the Lethem-Mabura Hill road passing through the Programme Site.

(2) Subject to section 6(1), and notwithstanding anything in any other written law—

- (a) no mining, forestry or other resources utilisation activity shall be carried out on the Programme Site by

any person other than the Centre, except with the prior written permission of the Centre; and

- (b) no lease of land or permission to use land in the Programme Site shall be issued by any person other than the Centre, and all activities on the Programme Site shall be in accordance with regulations prescribed therefor under this Act.

(3) Any person who contravenes the provisions of subsection (2) shall be liable on summary conviction to a fine of one hundred thousand dollars or to imprisonment for a period of one year, and where the offence is of a continuing nature, to a further fine not exceeding twenty- five thousand dollars for each day during which the offence continues after conviction.

Protection of
Amerindian
rights.

6. (1) Nothing in this Act shall be construed to prejudice, alter or affect any right or privilege heretofore legally or traditionally possessed, exercised or enjoyed by any Amerindian who has a particular connection with any area of land within or neighbouring the Programme Site.

(2) To ensure adequate consultation with, and involvement of, the Amerindian community in the activities of the Programme, a process of dialogue and interchange of views with the said community shall be embarked upon by the Centre.

Demarcation
of Programme
Site into areas.

7. (1) The Centre shall demarcate and allocate portions of the Programme Site into the following areas and shall by notice publish such demarcation in the *Gazette*—

- (a) areas for the establishment and maintenance of the Rain Forest

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Wilderness Preserve;

- (b) areas for the sustainable utilisation of the multiple resources of the tropical rain forest.

(2) The Minister shall, after consultation with the Centre, demarcate such area of the Programme Site as may be required for the purposes of the corridor for the Surama-Kurupukari stretch of the Lethem-Mabura Hill road, passing through the Programme Site and the Centre shall allocate such area for the purpose; the Minister shall by notice publish such demarcation in the *Gazette*.

(3) Approximately fifty *per cent* of the Programme Site shall be demarcated and allocated for the areas for the sustainable utilisation of the multiple resources of the tropical rain forest.

Management
of area
demarcated
for Forest
Wilderness
Preserve.

8. The areas demarcated and allocated for the Wilderness Preserve shall be managed in accordance with the rules made by the Centre, and the Centre, in consultation with the Minister, shall be responsible for the protection and integrity of the areas.

Management
of area
demarcated
for the
sustainable
utilisation of
the multiple
resources of
the tropical
rain forest.

9. (1) The areas demarcated and allocated for the sustainable utilisation of the multiple resources of the tropical rain forest shall be managed by the Centre.

(2) The Centre may grant permission for the utilisation of the resources within the areas demarcated for the sustainable utilisation of the multiple resources of the tropical rain forest.

(3) No project for the utilisation of the resources of the areas demarcated for the sustainable utilisation of the multiple resources of the tropical rain forest shall be allowed

without there being a regime for its sustainable management, agreed with the Centre and established as a compulsory condition for its implementation.

(4) Projects undertaken within the areas demarcated and allocated for the sustainable utilisation of the multiple resources of the tropical rain forest shall apply the research results and recommendations of the Centre and the Centre shall supervise the application of such recommendations to ensure that the resources of the areas are utilised on a sustainable basis.

Statute of
limitation.

10. No statute of limitation shall apply to any action or suit brought by the Centre or in respect of any property owned by the Centre.

Preservation
of secrecy.

11. Except for the purpose of the exercise of his functions or when lawfully required to do so by any court or under the provisions of any written law it shall be an offence for which the Minister may prescribe penalties for an officer or employee of the Centre to disclose any information which he has acquired in the course of the exercise of his functions.

Discussions.

12. The Centre shall hold discussions with the Government as may be necessary in relation to the activities of the Centre and the Government may at any time when the Board is meeting request the Board to meet a representative of the Government, other than a trustee of the Board, for discussions on matters relating to the Centre.

Regulations,
amendment
of the Second
Schedule.

13. (1) The Centre may, with the approval of the Government, make regulations for carrying out the purpose of this Act, including regulations prescribing the fees, levies or other charges for the utilisation of the resources of the Programme Site and the procedure to be followed by the Centre or any of its units at meetings.

(2) The Minister may by order, which shall be subject

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to negative resolution of the National Assembly, amend any penalty prescribed by this Act.

Second
Schedule.

(3) Where the Agreement is amended under Article 31 of the Agreement, the Minister may, by order, amend the Second Schedule for the purpose of including therein the said amendment.

s. 4(1)

FIRST SCHEDULE

The tract of State land commences at the mouth and on the right bank of the Siparuni River, left bank Essequibo River, and its boundaries extend thence up the right bank Siparuni River to the mouth of the Takutu River, thence up the right bank Takutu River to the mouth of an unnamed creek situate at latitude 4 ° 25'54" N, longitude 59° 16'00" W (approx) thence up the right bank of the said unnamed creek to its source, thence due East (approx) for 2.5 kilometres (approx) to the left bank of an unnamed creek, thence down the left bank of the said unnamed creek to the left bank Sipariparu River, thence down the left bank Sipariparu River to the left bank Burro Burro River, thence across and up the right bank Burro Burro River to the mouth of Surama River, thence up the right bank Surama River to the Surama Lake, thence along the mean high water mark line on the northern shore of the Surama Lake to the mouth of the Manicole Creek, thence up the right bank Manicole Creek for about 4.4 kilometres, to a point opposite the mouth of an unnamed creek, thence up the right bank of the said unnamed creek to its source, thence due East for about 2.0 kilometres to the left bank Maushiparu River, thence down the left bank Maushiparu River, to a point opposite the mouth of an unnamed river situate at latitude 4° 14'40" N. Longitude 58° 55'16" W. (approx), thence up the right bank of the said unnamed river, circling the southern foothills of the Iwokrama Mountains, to a point near its source at latitude 4 ° 10'57" N.

longitude 58° 42'13" W (approx), thence in a South South Easterly direction (approx), along the winding track shown on topographic sheet No. 56 SE of the Lands and Surveys Department, for about 4.4 kilometres to a point situate at latitude 4° 08'45" N. longitude 58° 41'13 "W (approx) on the left bank and near the source of an unnamed creek, thence down the left-bank of the said unnamed creek to the left bank Ladysmith River, thence down the left bank Ladysmith River to the left bank Essequibo River, thence down the left bank Essequibo River to the point of commencement, at the mouth and on the right bank of Siparuni River.

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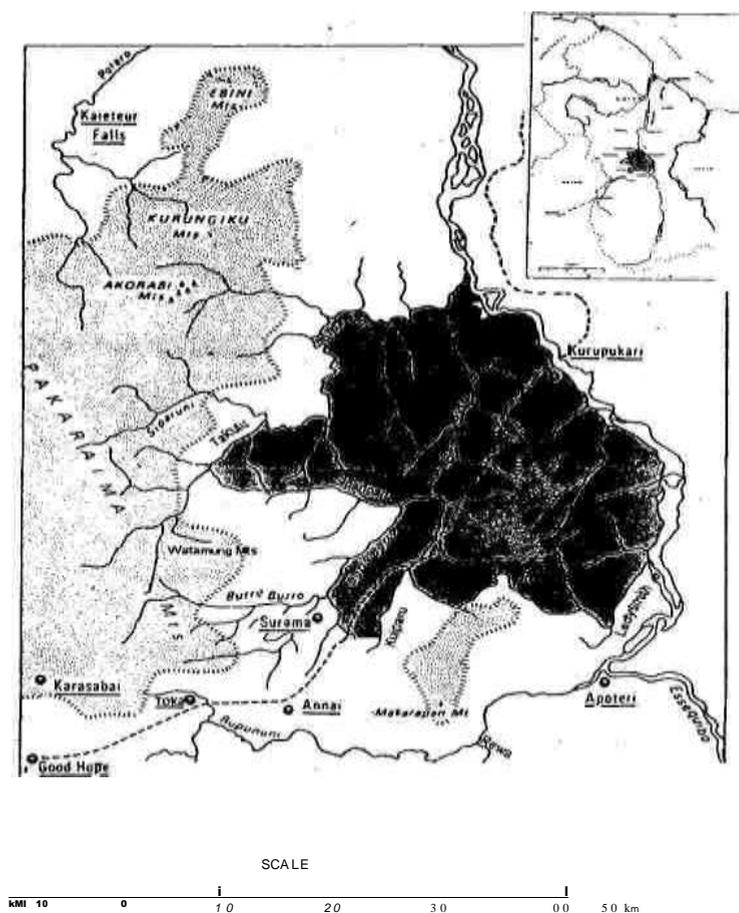
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s. 4(1)

MAP TO FIRST SCHEDULE

MAP OF IWOKRAMA

IWOKRAMA PROGRAMME SITE



ss. 2,13

SECOND SCHEDULE

AGREEMENT

between

THE GOVERNMENT OF THE
CO-OPERATIVE REPUBLIC OF GUYANA

and

THE COMMONWEALTH SECRETARIAT
for the establishment of the
IWOKRAMA INTERNATIONAL CENTRE FOR RAIN
FOREST CONSERVATION
AND DEVELOPMENT

AGREEMENT

between

THE GOVERNMENT OF GUYANA

and

THE COMMONWEALTH SECRETARIAT
for the establishment of the
IWOKRAMA INTERNATIONAL CENTRE FOR RAIN
FOREST CONSERVATION AND DEVELOPMENT

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PREAMBLE

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PREAMBLE

WHEREAS the President of Guyana, at the Commonwealth Heads of Government Meeting at Kuala Lumpur in 1989, offered to make available a part of Guyana's tropical rain forest (since determined to be 360,000 hectares) for use by the international community, under Commonwealth auspices, for developing and demonstrating methods for the sustainable utilisation of tropical rain forest resources and the conservation of biological diversity;

NOW THEREFORE, the Contracting Parties, being the Government of Guyana and the Commonwealth Secretariat;

REAFFIRMING the agreements of the United National Conference on Environment and Development adopted in Brazil in June 1992;

CONSCIOUS of the need for the Iwokrama International Centre to enable national and international linkages in developing, managing and promoting the sustainable management of tropical rain forests and to facilitate international co-operation in forest research, training and communication activities;

AWARE that the subject of forests is related to the entire range of environmental and development issues and opportunities, including the right the socio-economic development on a sustainable basis;

ACKNOWLEDGING that there is rich biological and cultural diversity in tropical rain forests which can be sustainably managed to meet the social, economic, ecological, cultural and spiritual human needs of present and future

generations;

RECOGNISING the identity, culture and the right of indigenous people, their communities and other communities and forest dwellers;

Have Agreed as follows:

CHAPTER I

THE INTERNATIONAL CENTRE

Article I

Iwokrama International Centre, Iwokrama International Rain Forest Programme

The Iwokrama International Centre for Rain Forest Conservation and Development shall implement the Iwokrama Rain Forest Programme by undertaking research, training and the development of technologies which will promote the conservation and the sustainable and equitable use of tropical rain forests in a manner that will lead to lasting ecological, economic and social benefits to the people of Guyana and to the world in general.

Article 2

The Nature and Objectives of the Programme

The Programme shall be a collaborative effort of Guyana and the international community. Its principal objectives shall be to conserve biological diversity and promote sustainable management and utilisation of the Programme Site; and to study, develop and demonstrate methods and techniques for the conservation and equitable and sustainable utilisation of tropical rain forests that will bring lasting ecological, economic and social benefits to the people of Guyana and contribute to the world's knowledge of critical

aspects of rain forest management and development.

Article 3

Interpretation

In this Agreement—

“Act” means the Iwokrama International Centre for Rain Forest Conservation and Development Programme Act 1996.

“Biological Diversity”, “Programmer Site”, “Sustainable Utilisation” and “Wilderness Preserve” have the meanings assigned to them by section 2 of the Act;

“Board” means the Board of Trustees, established under Article 11, being an organ of the Centre, which is declared a body corporate under section 3(1) of the Act.

Article 4

Location of Headquarters, Campus, Laboratories, etc.

The headquarters and campus of the Centre with its associated laboratories, and other research, training, communications and related facilities, shall be located at Turkeyen, Greater Georgetown, in an area of land belonging to the University of Guyana, as agreed between the Government of Guyana and the University of Guyana, which land shall be demarcated and made available by the University for the use of the Centre.

Article 5

Core Programmes of the Iwokrama International Centre

The Centre shall have major core programmes for its research and training activities which shall include—

- (a) sustainable management of the tropical rain

forest;

- (b) conservation and utilisation of biodiversity;
- (c) forestry research;
- (d) sustainable human development; and
- (e) information and communication.

Article 6

*Main Activities and Functions of the Iwokrama
International Centre*

1. The activities of the Centre are to—

- (a) identify needs for planning and carrying out research, developing and making available methods and systems for the sustainable management and utilisation of the multiple resources of tropical forests and the conservation of biological diversity;
- (b) demonstrate that tropical rain forests can maintain biological diversity while supporting economic activity;
- (c) determine research priorities and enable scientists and scholars to conduct research;
- (d) make necessary organisational and institutional arrangements for carrying out research programmes and projects;
- (e) conduct training in sustainable tropical forestry management, utilisation and the

conservation of biological diversity;

- (f) elaborate any proposals for action including specific projects for external financing;
- (g) identify and contact potential external sources of funding for the execution of the activities of the Centre;
- (h) promote effective links between research organisations, extension services and the scientific community;
- (i) establish and strengthen links to existing information systems in order to speed up exchange of information on research, and training opportunities at international, national and regional institutions;
- (j) organise and support symposia and seminars for the interchange and dissemination of ideas and information related to the management of the rain forest;
- (k) endeavour to preserve and maintain knowledge, innovations and practices of indigenous communities embodying traditional lifestyles relevant for the conservation and sustainable utilisation of biological diversity and promote their wider application with the involvement of the holders of such knowledge, innovations and practices; and encourage the equitable sharing of the benefits arising from the utilisation of such knowledge, innovations and practices;
- (1) establish linkages with relevant individuals,

groups and organisations in Guyana and elsewhere for the exchange of information and ideas on matters relating to the work of the Centre; and

- (m) do all acts and things as may be found necessary, expedient, suitable or proper for the furtherance, accomplishment or attainment of any of the purposes and activities herein stated, or which shall appear, at any time, as conducive to or necessary and useful for the purposes and activities of the Centre.

2. The functions of the Centre are to—

- (a) undertake inventories and surveys of the Programme Site, prepare plans for, approve and undertake any works necessary for the development, protection and efficient management of the areas in the Programme Site, the Field Stations for the Centre and the corridor for the Surama- Kurupukari road which passes through the Programme Site;
- (b) act as the principal agency or as co-ordinating agency for facilitating the undertaking of approved research programmes;
- (c) initiate and support the implementation of projects relating to the commercial utilisation of the Programme Site;
- (d) implement proper accounting procedures relating to all matters over which the Board

has control, including the preparation of short and long term budgets;

- (e) seek such other assistance as may be necessary for the purpose of securing the attainment of the objectives of the Programme;
- (f) adopt such measures as are practical and consistent with the purpose for which the Programme is established;
- (g) engage in such other activities and perform such other functions as in the opinion of the Board are calculated to facilitate the proper discharge of its functions or are incidental thereto.

Article 7

Co-operation Arrangements

1. The Centre shall encourage and facilitate the fullest co-operation in its activities by the international community in such a manner as may further its purposes or advance the objectives of the Programme, and shall take such measures as it may deem appropriate under the provisions of the Act or this Agreement to promote such co-operation.

2. The Centre may enter into such co-operative, collaborative and consultative arrangements with appropriate authorities in Guyana and outside Guyana for the development, management, protection and utilisation of the multiple resources of the Programme Site as may be necessary to achieve the objectives of the Programme.

3. The Centre may also enter into such joint research and other arrangements with relevant research or other

organisations, entities, agencies or foundations or with private or public sector industry in Guyana and outside Guyana as may advance its purposes or benefit the Programme.

Article 8

Rights in Discoveries, Inventions and Improvements

1. The right in all discoveries and inventions and all improvements in respect of processes, apparatuses and machines made by an officer of the Centre or by any other person through the use of the Programme Site or the facilities of the Centre shall vest in and be the property of the Centre and shall be made available for use in the international community subject to such terms and conditions including the payment of such fees or royalties as the Centre may determine:

Provided that the Government of Guyana shall have access to such discoveries, inventions and improvements in respect of processes, apparatuses and machines free of charge.

2. The Centre may, out of the funds of the Centre, pay to an officer of the Iwokrama International Centre who has made any discovery, invention or improvement referred to in paragraph 1 such reward or make such provision for the officer to benefit financially from that discovery, invention or improvement, as the Centre may determine.

3. The Centre shall develop and adopt procedures for recognising and rewarding the contributions of Amerindian and other rural communities in the conservation and improvement of genetic resources of economically useful plant and animal species. The Centre shall also take steps to protect, recognise and reward the intellectual knowledge and contributions of indigenous communities in the field of

sustainable forest management through an appropriate intellectual property rights system.

c. 90:03. 4. The Centre may apply for letters patent in respect of any invention made by any officer of the Centre and shall, for the purpose of the Patents and Designs Act Cap. 90:03, of the Laws of Guyana, be deemed the inventor.

Article 9

Report on Activities

The Centre shall, for submission on request of, or for the inspection of a member of the Donor Support Group or other donors, within three months after the end of each financial year, prepare a full explicit report of its activities throughout the preceding year and attach thereto a statement of accounts of the Centre audited in accordance with Article 20.

Article 10

Office and Seal of the Iwokrama International Centre

1. The principal office of the Centre shall be located at its premises at Turkeyen, Greater Georgetown, Demerara, Guyana.

2. The Centre shall have an official seal approved by the Board.

3. The custody of the seal shall vest with the Board and the seal shall only be used by the authority of the Board and any instrument to which the seal is affixed shall be signed by the Secretary to the Board and countersigned by a trustee.

CHAPTER II

THE BOARD OF TRUSTEES

Article 11

Establishment of Board of Trustees

1. The Board of Trustees shall comprise—
 - (a) a Chairman who shall be appointed by the President of Guyana and the Commonwealth Secretary-General;
 - (b) four trustees appointed by the Government of Guyana, at least three of whom shall serve in an *ex officio* capacity, of whom one shall be an Amerindian;
 - (c) two trustees appointed by the Commonwealth Secretary-General; and
 - (d) eight other trustees, appointed jointly by the President of Guyana and the Commonwealth Secretary-General, on the basis of recommendations from the Donor Support Group and criteria such as professional expertise, gender, geographical representation, industrial expertise, fund raising capability, expertise in environmental matters, economics and communications;
 - (e) the Director- General, to be appointed by the Board in accordance with Article 16, shall be an *ex officio* trustee without the right to vote, and shall serve as the Secretary to the Board.
2. Trustees of the Board shall be appointed for three

years and shall be eligible for re-appointment for another term of three years only:

Provided that on the first appointment of Trustees of the Board, in an effort to ensure continuity of Board policies and operations, one of the trustees appointed under paragraph 1(b) other than the three ex officio trustees, and four of the trustees appointed under paragraph 1(d), shall be appointed for a period of eighteen months and shall not be eligible for re-appointment until eighteen months have lapsed from the date on which they ceased being trustees.

3. The remuneration and travel expenses payable to the Chairman and other voting members of the Board of Trustees for their attendance at Board meetings and any other work undertaken by them for the purposes of the Programme or the International Centre shall, in the light of relevant international practice, be determined by the Board.

Article 12

Powers of the Board of Trustees

All the powers of the Centre shall be vested in the Board and the Board shall be responsible for the supervision of the general operations and governance of the Centre. The powers of the Board shall include the power—

- (a) to decide the policies and priorities of the work of the Centre;
- (b) to approve the programmes and operational plans of the Centre;
- (c) to approve all contractual programmes or agreements entered into by the Centre;
- (d) to establish policies and principles for the

guidance of the Director General in the appointment of the staff;

- (e) to select and appoint the Director- General who shall be the Secretary to the Board under terms as deemed necessary and appropriate;
- (f) to scrutinise, revise and approve the budget estimates for the Centre;
- (g) to approve annual reports and audited accounts;
- (h) to appoint auditors and independent review committees;
- (i) to invite consultants or observers to attend the Board meetings as deemed necessary;
- (j) to determine the policy for the conditions of service and remuneration of staff;
- (k) to approve financial procedures;
- (l) to approve other rules of procedure for the Centre as it deems to be necessary;
- (m) to receive, acquire or otherwise obtain from any governmental authority national or local, foreign or domestic, or from any corporation, company, association, person, firm, foundation, or other entity whether international, national or regional such charters, licences, rights and assistance, financial or otherwise, as are conducive to and necessary for the attainment of the

purposes of the Centre;

- (n) to receive, acquire or otherwise obtain from any governmental authority, national or local, foreign or domestic, or from any corporation, company, association, person, firm, foundation or other entity whether international, national or regional such donation, grant, devise, bequest, or lease, either absolutely or in trust, contributions consisting of such properties, movable or immovable, including funds and valuable effects or things, as may be useful or necessary to carry out the purposes and activities of the Centre, and to hold, operate, administer, use, sell, convey or dispose of the said properties or valuable things;
- (o) to borrow money to such extent as may be authorised by the Board; and
- (p) to do such other acts or things as are conducive to or necessary in the furtherance of its specified powers.

Article 13

Establishment of Communications and Information Unit

There shall be established, as a unit of the Centre, a Communications and Information Unit for the purpose of providing access to, and disseminating information, relevant to the work of the Centre.

Article 14

Establishment of Standing Committees

The Board may establish and determine the

functions of an Executive and Finance Committee, a Programme Committee, an Audit Committee, a Nominating Committee and such other Committees as the Board may deem necessary for the efficient discharge of its functions.

Article 15

Power to Delegate

Subject to this Agreement, the Board may delegate to any Standing Committee, or any trustee of the Board, or to the Director General, the power and authority to carry out on its behalf such of its functions as the Board may determine.

Article 16

Director-General and Staff

1. The Board of Trustees, by a majority of all voting members of the Board, shall appoint a Director-General of the Programme and the Centre and decide his term of office.

2. The Director-General shall normally be appointed for a term of five years and may be re-appointed for a second term to be determined by the Board. His appointment may be terminated for cause by a majority of all voting members of the Board.

3. The Director-General shall be the chief executive officer of the Centre, and shall be responsible to the Board for its operation and management and for ensuring that its programmes are properly developed and carried out and its objectives attained.

4. The Director-General shall implement the policies of the Board, follow the guidelines laid down by the Board for the functioning of the Centre and carry out the directions of the Board.

5. The Director-General shall—

- (a) develop and submit to the Board plans and schemes for the implementation of the research programmes and operational activities;
- (b) recruit and appoint, subject to the approval of the Board, a highly qualified multi-disciplinary staff which shall be under his/her supervision;
- (c) prepare the annual report referred to in Article 9 on the work of the Centre;
- (d) prepare the annual budget of the Programme and the Centre for submission to the Board;
- (e) keep and have available for review by the Board and other appropriate parties financial accounts and other records on a current basis;
- (f) have done annually in accordance with Article 20 an independent audit of the financial records;
- (g) perform such other functions as are entrusted to him/her by the Board.

6. The Director-General shall be the legal representative of the Centre, shall sign all deeds, contracts, agreements and other legal documents necessary for the operation of the Centre and may delegate such of his/her functions and to such extent as the Board may authorise.

7. The employment and selection of staff shall be

based on professional competence bearing in mind the international character of the Centre, the paramount consideration in such employment and in the determination of conditions of service being the necessity of securing the highest standards of quality, efficiency and integrity.

Article 17

Meetings of the Board

1. The Board shall meet at such times as may be necessary or expedient for the transaction of business, and meetings of the Board shall be held at least twice in every year and at such places (including any place outside Guyana) and times and on such days as the Board may determine.

2. The Chairman may at any time call a special meeting of the Board within fifteen days of a requisition for that purpose addressed to him/her in writing by any four members.

3. Eight trustees of the Board shall form a quorum for the transaction of business at a meeting.

4. The Board shall elect a Vice-Chairman from its membership.

5. At a meeting of the Board the Chairman shall preside, or in his/ her absence, the Vice-Chairman shall preside and in the absence of the Chairman and the Vice-Chairman the trustees present may appoint one of their members to act as Chairman for the meeting.

6. In voting at meetings of the Board, each trustee shall, subject to paragraph 1(e) of Article 11, be entitled to one vote. All decisions of the Board shall be by a simple majority of the number of trustees present and voting. However, in matters relating to the utilisation of resources of the Programme Site, decisions of the Board shall require the concurrence of the trustees appointed by the Government of Guyana.

7. Minutes in proper form of each meeting shall be recorded by the Secretary to the Board and shall be confirmed by the Board at a subsequent meeting.

8. The Board shall settle its own rules of procedure.

CHAPTER III

SUPPORT FOR IWOKRAMA INTERNATIONAL CENTRE

Article 18

*Donor Support Group, Consortium of Collaborating
Institutions, Advisory Panel on Sustainable Human
Development*

1. The Centre shall organise a Donor Support Group, a Consortium of Collaborating Institutions, and an Advisory Panel on Sustainable Human Development.

2. The Donor Support Group shall consist, *inter alia*, of representatives of bilateral and multilateral agencies, foundations, and private and public sector companies interested in providing resources for the core and other activities of the Centre and the Board shall, by virtue of its powers under Article 12, receive and acknowledge receipt of any such support.

3. The Consortium of Collaborating Institutions shall consist of Universities, technical, scientific and other research institutions interested in entering into partnerships with the Centre.

4. The Advisory Panel on Sustainable Human Development shall tender advice on issues relating to Amerindian welfare, environment, equity, employment, and advancement of women, as related to the work of the Centre.

The members of the Panel shall include media experts, environmentalists, social scientists, human anthropologists, ecologists and representatives of women's and Amerindian organisations.

Article 19

Application of Funds

The expenses of the Centre, including the remuneration of the Director-General and other officers and employees, shall be paid out of the funds and resources of the Centre.

Article 20

Accounts and Audit

1. The financial year of the Centre shall end on the thirty-first day of December.

2. The Centre shall keep proper accounts and other records in respect of its operations and the accounts shall be audited annually by an auditor appointed by the Board.

3. The Centre shall be responsible for settling any debt, liabilities or obligations from its assets.

4. The Board and its officers and employees shall grant to the auditor appointed under paragraph 2 access to all books, documents, cash and securities of the Centre and shall give him/her on request all such information as may be within their knowledge in relation to the operation of the Centre.

5. The Board shall prepare for submission to the Government of Guyana and the Commonwealth Secretariat and for inspection of a member of the Donor Support

Group or other donors, within three months after the end of each year, a report of its activities throughout the preceding year and attach thereto a copy of the report of the audit undertaken under this article.

6. The Government of Guyana and the Commonwealth Secretariat after considering the report submitted under paragraph 5 may tender advice to the Board, which the Board, notwithstanding anything in this Agreement, shall take due cognisance of.

7. Where the accounts and other records indicate that the Centre has become self-financing through discoveries, inventions, improvements or the utilisation of the natural resources of the Programme Site, the net revenue shall be divided between the Government of Guyana and the Centre equally.

CHAPTER IV

TERMINATION OF OPERATIONS

Article 21

Termination of Operations

1. Subject to the approval of the President of Guyana and the Commonwealth Secretary-General, the Board may by resolution adopted by a vote of not less than two-thirds of the trustees terminate this Agreement and the operations of the Centre. Assets remaining thereafter, including the Programme Site, shall thereafter vest with the Government of Guyana.

2. After such termination, the Centre shall cease all activities, except those incident to the orderly realisation, conservation and preservation of its assets and settlement of its obligations.

CHAPTER V

STATUS, IMMUNITIES, EXEMPTIONS AND PRIVILEGES

Article 22

Status of the Iwokrama International Centre

To enable the Centre effectively to fulfill its purposes and discharge its functions the status, immunities, exemptions and privileges set out in this Chapter shall be accorded the Centre in Guyana.

Article 23

Legal Status

The Centre shall have the legal capacity of a body corporate and in particular the capacity to enter into contracts and to acquire and dispose of movable and immovable property except the Programme Site.

Article 24

Immunities and Privileges of the Centre

The Centre shall have immunity from suit and legal process except—

- (a) in respect of a civil action for damage alleged to have been caused by a motor vehicle belonging to or operated on behalf of the Centre or in respect of a motor traffic offence involving such a vehicle; and
- (b) in respect of arbitration proceedings relating to any contract entered into by or on behalf of the Centre which relates to the business or commercial activity of the

Centre.

Article 25

Contracts entered into by the Centre

Every contract entered into by or on behalf of the Centre which relates to the business or commercial activity of the Centre, if it does not contain an express provision for the reference of any dispute in connection with the contract to arbitration, shall be deemed to contain a provision that any such dispute shall accordingly be treated as an arbitration agreement for the purposes of the Arbitration Act, of the Laws of Guyana.

Article 26

Freedom of Property from Restriction

1. Subject to paragraphs (2) and (3), the property and assets of the Centre wheresoever located and by whomsoever held shall be immune from search, requisition, confiscation, expropriation and any other form of seizure or foreclosure by executive, judicial or legislative action.

2. Nothing in paragraph (1) shall be construed as preventing the law enforcement authorities of Guyana from entering the Programme Site for the purposes of searching for and seizing any person or thing reasonably suspected of being related to the commission of a criminal offence by any person subject to the jurisdiction of the Courts of Guyana.

3. Where an arbitrator acting in accordance with an arbitration agreement referred to in Article 25 makes an award against the centre and a court orders the enforcement of such award, the provisions of paragraph (1) shall not be construed so as to prevent the seizure or foreclosure of property or assets to the extent necessary to satisfy the order of the court giving effect to the award.

Article 27

Immunity of Archives

The archives of the Centre shall be inviolable.

Article 28

Privileges of Communications

The official communications of the Centre shall be accorded the same treatment as the official communications of a diplomatic mission.

Article 29

Immunities and Privileges of Officers and Employees

1. The Chairman and other members of the Centre and resident officers and employees (and members of their immediate families) of the Centre—

- (a) shall be immune from legal process with respect to acts performed by them in their official capacity except where immunity is expressly waived; this immunity shall not apply, however, to civil liability in the case of damage arising from a road traffic accident caused by any such person;
- (b) where they are not local citizens or nationals, shall be granted the same immunities from immigration restrictions, aliens registration requirements and the same facilities as regards exchange restrictions as are accorded to the representatives, officials and employees of comparable rank of diplomatic missions;

- (c) where they are not local citizens or nationals, shall be granted the same treatment in respect of facilities as is accorded to representatives, officials and employees of comparable rank of diplomatic missions.

2. Where any person referred to in paragraph 1 is entitled under any other law or convention to greater privileges and immunities than those provided for under this Agreement, such person shall be entitled to be accorded such greater privileges and immunities.

Article 30

Immunities from Taxation

1. The Centre, its assets, property, income and its operations and transactions authorised by this Agreement, shall be immune from all taxation including customs duties, consumption tax, capital gains tax, corporation tax, income tax, property tax and purchase tax and the Centre shall be immune from liability for the collection or payment of any tax or duty.

2. No tax shall be levied on or in respect of the remuneration and expenses paid to the Chairman and other members of the Board and salaries and emoluments paid by the Centre to the Director-General and other officers and employees of the Centre including experts performing services for the Centre. This provision shall only apply to officers and employees recruited from abroad.

3. No taxation of any kind shall be levied on any obligations or security issued by the Centre.

CHAPTER VI

AMENDMENTS, ARBITRATION

Article 31

Amendments

This Agreement may be amended in such manner as may be determined by the Board with the approval of the President of Guyana and the Commonwealth Secretary-General.

Article 32

Arbitration

1. Any dispute concerning the interpretation or application of this Agreement which is not settled by negotiation or other agreed mode of settlement shall be referred for final decision to an arbitral tribunal of three arbitrators. Each party to this Agreement shall appoint one arbitrator and the two arbitrators so appointed shall appoint the third who shall be Chairman of the tribunal. If within thirty days of the request for arbitration either party has not appointed an arbitrator or if within thirty days after the appointment of the two arbitrators the third arbitrator has not been appointed, either party to this Agreement may request the United Nations Secretary-General to make the necessary appointment. The arbitral tribunal shall adopt its own rules of procedure. However, the Chairman of the tribunal shall have the power to settle all questions of procedure in any case of disagreement with respect thereto.

2. A majority of votes of the arbitrators shall be sufficient to reach a decision which shall be final and binding upon the parties.

CHAPTER VIII

FINAL PROVISIONS

Article 33

Entry into Force

This Agreement shall enter into force when it has been signed by the Government of Guyana and the Commonwealth Secretariat.

Article 34

Inaugural Meeting

As soon as possible after this Agreement enters into force the Board shall convene its inaugural meeting.

IN WITNESS whereof, the undersigned, being duly authorised thereto, have affixed their signatures to this Agreement.

DONE in duplicate at Auckland, this ninth day of November one Thousand Nine Hundred and Ninety Five.

For the Government of the
Co-operative Republic
of Guyana

For the Commonwealth
Secretariat

H.E. Dr. Cheddi Jagan, MP
President of Guyana

H.E. Chief Emeka Anyaoku
Commonwealth Secretary-
General