I ASSENT.

D.R. GIBBS
Administrator.
8th August, 1968.

MONTSERRAT

NO. 10 OF 1968.

AN ORDINANCE TO GIVE LEGAL EFFECT TO THE PROVISIONS OF THE REGIONAL DEVELOPMENT AGENCY AGREEMENT 1968, MADE BETWEEN THE GOVERNMENT OF MONTSERRAT AND THE GOVERNMENTS OF ANTIGUA, BARBADOS, DOMINICA, GRENADA, SAINT CHRISTOPHER-NEVIS-ANGUILLA, SAINT LUCIA AND SAINT VINCENT.

(The date of any proclamation issued by the Administrator bringing the Ordinance into operation.)

BE IT ENACTED by the Queen's Most Excellent Majesty, by and with the advice and consent of the Legislative Council of Montserrat, and by the authority of the same as follows:-

Short title and Commencement.

1. This Ordinance may be cited as the Regional Development Agency Agreement Ordinance 1968, and shall come into operation on a day to be appointed by the Administrator by proclamation published in the Gazette.

Interpretation

2. In this Ordinance, unless the context otherwise requires-

"the Agency" means the Regional Development Agency established in accordance with the terms of the Agreement;

"the Agreement" means the Agreement set out in the Schedule to this Ordinance.

Agreement to have the force of law.

3. The provisions of the Agreement shall have the force of law as if enacted in this Ordinance.

Discharge of liability.

4. Any sum which is required to discharge any liability which this Government may incur under the

terms of the Agreement shall be charged upon the general revenues of the Colony and shall be issued therefrom forthwith on the demand of the Agency.

Regulations.

5. The Administrator-in-Council may, after consultation with the Agency and with the approval of a Secretary of State, make regulations generally for the better carrying into effect of the Provisions of this Ordinance.

D. R. GIBBS,
President.

Passed the Legislative Council this 29th day of July, 1968.

D. H. BRAMBLE,
Clerk of the Council.

REGISTRAR GENERAL'S OFFICE
MAR 1985
MONTSERRAT, W.I.

SCHEDULE

ARTICLES OF AGREEMENT OF THE REGIONAL DEVELOPMENT AGENCY

The Governments of Antigua, Barbados, Dominica, Grenada, Montserrat, Saint Christopher-Nevis-Anguilla, Saint Lucia and Saint Vincent, (hereinafter referred to as the "participating Governments")

CONSIDERING:

That mutual corporation for the purpose of solving the economic problems of the participating Governments and promoting higher standards of living and economic and social progress in their countries is desirable; and

That the achievement of these objectives would be facilitated by the establishment of a regional development agency, do hereby agree as follows:

PRELIMINARY

1. This Agreement may be cited as the Regional Development Agency Agreement 1968. Citation.

2. For the purposes of this Agreement— Interpretation.

"Agency" means the Regional Development Agency established under this Agreement;

"Board" means the Board of Directors of the Agency;

"Committee" means the Regional Development Committee of the Agency.

Part I

ESTABLISHMENT AND PURPOSES OF REGIONAL DEVELOPMENT AGENCY

3.—(1) There is hereby established an Agency to be known as the Regional Development Agency. Establishment of Agency.

(2) The Agency shall be a body corporate with perpetual succession and a common seal and with power as such to enter into contracts, to sue and be sued and in its name, to acquire, hold, lease and dispose of all kinds of property movable or immovable, and subject to the provisions of this Agreement, to do and perform such acts and things as bodies corporate may by law do and perform.

(3) The common seal of the Agency shall be authenticated by the signature of the chairman of the Board and one

other Director authorised to act in that behalf and shall be judicially and officially noticed.

(4) The Agency shall have its head office in Antigua or in the country of such other participating Government as the Board may from time to time determine.

4. The purposes of the Agency are –

(a) to promote activities in the field of tourism and industrial development in the countries of the participating Governments;

(b) to Promote the development of agriculture, forestry, fisheries and industrial materials in the countries of the participating Governments;

(c) to promote the development of regional and external communications both by air and sea for the benefit of the countries of the participating Governments;

(d) to obtain for the participating Governments, such technical services as –

(i) technical education;
(ii) land use, town planning and cadastral surveys:
(iii) regional statistical services;
(iv) specialized training programmes;

(e) to obtain for the participating Governments marked research and intelligence services and such other research services as are not otherwise available to such Governments;

(f) to carry out for the participating Governments development planning and feasibility studies.

Part II

ORGANIZATION AND MANAGEMENT

Structure of Agency.

5. The Agency shall have a Board of Directors, a Regional Development Committee, an Executive Secretary and a Secretariat.

Board of Directors

Composition of Board of Directors.

6. The Board of Directors shall consist of a representative at ministerial level of each of the participating Governments.

SCHEDULE

Part II (*continued*)

Functions and powers of Board.

7.—(1) The Board shall be the principal organ of the Agency and shall be responsible for the general management of the Agency and the direction and control of its policies.

(2) The powers of the Agency shall be vested in the Board but the Board may delegate to any of its members or to the Committee or to the Executive Secretary such of its powers as it may think fit.

(3) The Board shall invite the Governments of Canada, the United Kingdom and the United States of America to send representatives to all meetings of the Board and the Committee. In addition, the Board shall have authority to invite such other Governments or Organisations as it sees fit to send representatives to attend such meetings and to co-operate with the Agency.

8.—(1) The Board shall hold an annual general meeting and such other meetings as it may consider necessary or expedient for the performance of its functions, but the first annual general meeting shall be held within six months of the date on which this Agreement enters into force.

(2) At the first and each subsequent annual general meeting of the Board the members shall elect from among their number two persons to be respectively chairman and deputy chairman of the Board and the persons so elected shall, unless previously ceasing to be members of the Board, hold office until the election of a new chairman and deputy chairman at the next annual meeting. In the event of the absence or inability to act of the chairman and deputy chairman, a member of the Board elected by the members present shall preside at the meeting of the Board

(3) Subject to paragraph (4) the chairman may call a special meeting of the Board at such time as he may determine and on the written request of any 3 members of the Board, shall call a special meeting of the Board to be held within 21 days of the receipt of the request for the meeting.

(4) Any such special meeting shall be convened at not less than 14 days notice.

(5) The meetings of the Board shall be held at the head office of the Agency or at such other places as the Board may determine.

SCHEDULE

Part II (*continued*)

(6) At any meeting of the Board a quorum shall be constituted by such number of members as the Board may fix from time to time being not less than half the total membership of the Board.

(7) Decisions of the Board shall be made by a majority of votes of the members present.

(8) Notwithstanding the provisions of paragraph (7) decisions may also be made by the Board otherwise papers among members of the Board. Members of the Board may ratify their opinion on the matter or question in waiting, by cable or by telephone. If in any such case a difference of opinion arises among the members of the Board or any member of the Board so requires, the matter or question shall be reserved for discussion at a meeting.

(9) Decisions made under paragraph (8) shall be brought up for noting at the next meeting of the Board.

(10) The chairman, deputy chairman or other person presiding at a meeting of the Board shall, in addition to an original vote, have a casting vote in any case where the voting is equal.

(11) The Board may regulate its own procedure at meetings.

Regional Development Committee

Composition of Regional Development Committee.

9. The Regional Development Committee shall consist of a representative at senior official level of each of the participating Governments.

Functions of Committee.

10. The functions of the Committee are –

(a) to identify projects of a regional nature, to investigate the possible sources of technical assistance for such projects and to make recommendations thereon to the Board;

(b) to assess from time to time the progress made in regard to approved schemes, and to report thereon to the Board;

(c) to co-ordinate the manpower, training and capital requirements of the countries of the participating Governments, and to indicate the manner in which these requirements could be met;

(d) to supervise the work of the secretariat;

(e) generally to perform such other functions as may be delegated to it by the Board.

Meetings of Committee.

11.—(1) The Committee shall hold an annual general meeting and such other meetings as it considers necessary or expedient for the performance of its functions.

(2) At the first and each subsequent annual general meeting of the Committee the members shall elect from among their number two persons to be respectively chairman and deputy chairman of the Committe and the persons so elected shall, unless previously ceasing to be members of the Committee, hold office until the election of a new chairman and deputy chairman at the next annual meeting. In the event of the absence or inability to act of the chairman and deputy chairman a member of the Committee elected by the members present shall preside at that meeting of the Committee.

(3) Subject to paragraph (4) the chairman of the Committee may call a special meeting of the Committee at such time as he may determine, and on the written request of any 2 members of the Committee, shall call a special meeting to be held within 21 days of the receipt of the request for the meeting.

(4) Any such special meeting shall be convened at not less than 14 days notice.

(5) The meetings of the Committee shall be held at the head-office of the Agency or at such other places as the Committee may determine.

(6) The Committee may regulate its prodecure at meetings.

The Secretariat

Composition of Secretariat.

12.—(1) The Secretariat shall consist of an Executive Secretary and of such other staff as the Agency may require.

(2) The Executive Secretary shall be appointed by the Board.

(3) The other staff of the Agency shall be appointed by the Executive Secretary subject to the approval of the Board.

(4) The Executive Secretary shall be the chief administrative officer of the Agency and the other staff of the Agency shall perform such functions as may be assigned to them by the Executive Secretary.

Conditions of service of members of Secretariat.

13. The terms and conditions of service (including emoluments) of the Executive Secretary and other staff of the Agency shall be such as may be determined from time to time by the Board.

Functions of Executive Secretary.

14. The Executive Secretary shall act in that capacity at all meetings of the Board and of the Committee and shall perform such other functions as are entrusted to him by the Board and the Committee.

General Functions of Secretariat.

15. The general functions of the Secretariat are –

(a) to perform the administrative functions of the Agency;

(b) to service the meetings of the Board and the Committee;

(c) to execute the decisions of the Board and the Committee;

(d) to arrange for the provision of such technical services as may be required from time to time including the carrying out of feasibility studies and market research, and assistance in the preparation of development plans;

(e) to prepare applications for overseas assistance in respect of regional projects approved by the Board;

(f) to make all payments on behalf of the Agency, to keep accounts and to submit to the Committee annual reports and accounts for transmission to the Board;

(g) to provide the means of liaison with the Agency and the Governments of Canada, the United Kingdom and the United States of America, and co-operation with regional and international organizations and instructions;

(h) generally to perform such other functions as may be required by the Board and the Committee.

SCHEDULE

Part II *(continued)*

Exemption from immigration restrictions.

16. The members of the Board and of the Committee, the Staff of the Agency and any other person assigned to work with or on behalf of the Agency shall be permitted to visit the Country of any participating Government without let or hindrance whenever the nature of their respective duties so require and shall be accorded such facilities by each participating Government as may be necessary for the due performance of their duties.

Part III

MISCELLANEOUS

Financial Provisions

17. The funds of the Agency shall consist of such sums as may from time to time provided by the participating Governments, the Governments of Canada, the United Kingdom and the United States of America, other Governments and Organisations and as may otherwise accrue or be made available to the Agency, and shall be applied towards the accomplishment of its purposes, the meeting of its obligation and the discharging of its functions under this Agreement.

18. The expenses of the Agency shall be apportioned among the participating Governments as follows:—

Antigua	13%
Barbados	13%
Dominica	13%
Grenada	13%
Montserrat	9%
Saint Christopher-Nevis-Anguilla ..	13%
Saint Lucia	13%
Saint Vincent	13%

or on such other basis as may be agreed upon by the Board.

19. Notwithstanding anything contained in any enactment the revenues of the Agency shall be wholly exempt from the payment of income tax.

Publication of Reports

Reports and Accounts.

20.—(1) The Agency shall publish an annual report containing a statement of its accounts audited by auditors appointed by the Board and may publish such other reports as it considers desirable for the purpose of carrying out its functions.

(2) Copies of all reports and publications under this Article shall be distributed to each participating Government to the Governments of Canada, the United Kingdom and the United States of America, and such other Governments and Organisations as the Board may direct.

Entry into Force and Accession

Entry into Force.

21. This Agreement shall enter into force when it has been signed on behalf of all the participating Governments.

Accession.

22. Any Government which is not a party to this Agreement may accede to this Agreement on such terms and conditions as may be agreed between the Governments which are parties to this Agreement and the acceding Government.

IN WITNESS WHEREOF the representatives of the participating Governments, being duly authorised to that effect, have signed this Agreement.

DONE in octuplicate at Antigua on the 24th day of April, 1968.

Signed by V.C. BIRD
for and on behalf of the Government of Antigua, in the presence of:

O.A. FLAX

V.C. BIRD
(Premier)

Signed by J. CAMERON TUDOR
for and on behalf of the Government of Barbados, in the presence of:

N.V. NICHOLLS

J.C. TUDOR
(Deputy Prime Minister)

Signed by E.O. LeBLANC
for and on behalf of the Government of Dominica, in the presence of:

C.A. SORHAINDO
Financial Secretary.

E.O. LeBLANC
(Premier)

Signed by GEORGE F. HOSTEN
for and on behalf of the Government of Grenada, in the presence of:

DEREK KNIGHT

Geo. F. HOSTEN
(Deputy Premier)

Signed by W.H. BRAMBLE
for and on behalf of the Government of Montserrat, in the presence of:

PETER R. ELLS
Financial Secretary

W.H. BRAMBLE
(Chief Minister)

Signed by C.A. PAUL SOUTHWELL
for and on behalf of the Government of Saint Christopher-Nevis-Anguilla in the presence of:

G.O. WARD
Permanent Secretary

C.A.P. SOUTHWELL
(Deputy Premier)

Signed by JOHN G.M. COMPTON
for and on behalf ot the Government of Saint Lucia, in the presence of:

N.E. VENNER
Secretary of Finance.

J.G.M. COMPTON
(Premier)

Signed by R. MILTON CATO
for and on behalf of the Government of Saint Vincent, in the presence of:

C.A. JACOBS
Financial Secretary.

R. MILTON CATO
(Chief Minister)

Price: 40c

L.S.

I Assent

D. R. GIBBS,
Administrator.

Date: 31st December, 1968.

MONTSERRAT
No. 27 of 1968

AN ORDINANCE TO AMEND THE REGIONAL DEVELOPMENT AGENCY AGREEMENT ORDINANCE 1968.

BE IT ENACTED by the Queen's Most Excellent Majesty, by and with the advice and consent of the Legislative Council of Montserrat, and by the authority of the same as follows:—

1. This Ordinance may be cited as the Regional Development Agency Agreement (Amendment) Ordinance 1968, and shall be read and construed as one with the Regional Development Agency Agreeement Ordinance 1968, hereinafter referred to as the principal Ordinance. Short title. 10/1968.

2. Section 3 of the principal Ordinance is hereby amended by the insertion of the words and figures in parentheses "subparagraphs (2) and (3) of paragraph 3 of" immediately after the word "of" appearing in line 1 therein. Amendment of section 3 of the principal Ordinance.

3. This Ordinance shall be deemed to have come into operation on the 8th day of August, 1968. Commencement.

D. R. GIBBS.
President.