

CHAPTER 322

CARIBBEAN INVESTMENT FUND

ARRANGEMENT OF SECTIONS

SECTION

1. Short title.
2. Interpretation.
3. Force of law.
4. Power of Minister to make orders.
5. Amendment of Schedule.

SCHEDULE

CHAPTER 322

CARIBBEAN INVESTMENT FUND

An Act to give full effect to the Agreement establishing the Caribbean Investment Fund and to provide for matters related thereto. 1999-12.

[8th July, 1999] Commence-
ment.

1. This Act may be cited as the *Caribbean Investment Fund Act*. Short title.

2. In this Act, Interpretation.

"Fund" means the Caribbean Investment Fund established by the Fund Agreement;

"Fund Agreement" means

- (a) the Original Agreement on the establishment of the Caribbean Investment Fund which entered into force on the 15th day of October, 1993, the text of which is set out in Part I of the *Schedule*; Schedule.
- (b) the Supplemental Agreement that amends the Original Agreement and which entered into force on the 26th day of October, 1996, the text of which is set out in Part II of the *Schedule*; and
- (c) the Agreement concerning the Caribbean Investment Fund dated August 1998, the text of which is set out in Part III of the *Schedule*;

"Minister" means the Minister responsible for Finance.

3. Clauses 4, 11, 12 and 21 of the Fund Agreement have the force of law in Barbados. Force of law.

ss.4-5

Power of
Minister to
make
orders.

4. The Minister may by order make such provisions as he may consider necessary or expedient for giving effect to any provision of the Fund Agreement.

Amendment
of Schedule.

5. (1) Where any amendment to the Fund Agreement is accepted by the Government, the Minister may by order amend the *Schedule* by including therein the amendment so accepted.

(2) Any order made under subsection (1) may contain such consequential, supplementary or ancillary provisions as appear to the Minister to be necessary or expedient for the purpose of giving due effect to the amendment accepted under subsection (1) and, without prejudice to the generality of the foregoing, may contain provisions amending references in this Act to specific provisions of the Fund Agreement.

(3) Every order made under this section shall be subject to negative resolution.

Schedule.

(4) Where the *Schedule* is amended in accordance with subsection (1), any reference in this Act or any other instrument to the Agreement shall, unless the context otherwise requires, be construed as a reference to the Agreement as so amended.

SCHEDULE

(Sections 2 and 5)

PART I: ORIGINAL AGREEMENT

AGREEMENT BETWEEN THE ICWI GROUP AND CARICOM
GOVERNMENTS ON THE ESTABLISHMENT OF THE
CARIBBEAN INVESTMENT FUND

This Agreement made between the Governments of the Member States and Associate Members of the Caribbean Community (CARICOM) listed in paragraph 1 of the Schedule to this Agreement which are signatories to this

Agreement (hereinafter referred to as "the Signatory States") and ICWI Group Limited of 2 St. Lucia Avenue, Kingston 5 in the Parish of St. Andrew, Jamaica (hereinafter called "ICWI") WITNESSETH as follows:-

1. OBJECTIVES:

- 1.1 To establish through a public company an investment fund or series of investment funds in United States Dollars to be known as the Caribbean Investment Fund (hereinafter called "the Fund") the main objects of which shall be the investment in private sector majority owned and controlled companies and corporations located in the Signatory States listed in the Schedule hereto preferably those which are listed or which have committed to list on a stock exchange in any of the Signatory States. Such investment shall include but not be limited to investment by way of a new stock and share issues, joint venture participation, project financing and loan funding.
- 1.2 The main thrust of investment by the Fund shall be the encouragement and promotion of projects involving new ventures, business expansion and plant expansion (including divestment and privatisation of public sector owned and/or controlled companies, corporations and authorities) which are geared towards increasing exports and/or fostering import substitution and/or increasing hard currency earnings and/or increasing production of goods or services which are projected to stimulate economic growth in the Signatory States in which the investment and/or funding is made.

2. ESTABLISHMENT AND MANAGEMENT OF THE FUND:

- 2.1 ICWI shall be responsible for the establishment of the Fund which shall be capitalised at a minimum of Fifty Million United States Dollars (US\$50 000 000) in two tranches. The first tranche or a minimum of US\$25 000 000 shall be subscribed and paid up within 365 days of the entry into force of this Agreement. The second tranche comprising the difference between the capital of the Fund and the amount of the first tranche shall be subscribed and paid up within two years of the latest date for subscription of the first tranche.
- 2.2 ICWI shall be responsible for promoting the fund and for procuring suitable managers of the Fund. The appointment of members of the Board of the fund shall be made in accordance with the Charter and By-Laws of the Fund.

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- 2.3 Unless the Signatory States otherwise determine, if the first tranche is not fully subscribed and paid up within the period required by Clause 2.1 hereof this Agreement will forthwith terminate.
- 2.4 In the event that the Signatory States determine that this Agreement should be terminated as provided in Clause 2.3 hereof, this Agreement shall terminate without ICWI incurring any liability whatsoever to the Signatory States.
- 2.5 In the event that the Signatory States determine that this Agreement should not be terminated as provided in Clause 2.3 hereof, then such of the first tranche as has not been subscribed and paid up shall form part of the second tranche to be subscribed and paid up within the further period required by Clause 2.1 hereof.
- 2.6 If the second tranche (including such amount of the first tranche pursuant to Clause 2.5 if applicable) is not fully subscribed within the period required by Clause 2.1 hereof, ICWI shall not incur any liability whatsoever to the Signatory States and the provisions of Clause 12 shall cease to apply, unless the Signatory States otherwise determine.
3. SUBSCRIPTION OF CAPITAL TO THE FUND:
- 3.1 The investment in the Fund shall be in hard currency. For this purpose, it shall be denominated in US Dollars.
4. CONCESSIONS AND PRIVILEGES OF THE FUND:
- 4.1 ICWI and the Signatory States recognise that the grant of certain concessions and privileges to the Fund for a certain period of time will facilitate the establishment and operation of the Fund and enhance its viability and that the grant of concessions and privileges is subject to legislative and/or administrative authority as required in the respective Signatory States.
- 4.2 In consideration of the Fund becoming duly established as provided herein and of the Fund pursuing the objectives of Clause 1.2 in the Signatory States, each Signatory State hereby undertakes to ensure that the following concessions and privileges are granted to and may be enjoyed by the Fund in its territory:-

- 4.2.1 The Fund's operations may be established in any Signatory State and the Signatory States will promptly provide all consents and approvals necessary for the establishment of the Fund's operations in their respective territories without any restrictions;
- 4.2.2 The Fund shall be entitled to acquire, hold and dispose of both real and personal property whether by way of purchase, mortgage, charge, transfer, sale or otherwise without any restrictions;
- 4.2.3 The shares of the Fund shall be freely transferable both within and outside of the Signatory States to residents and non-residents thereof without any restrictions;
- 4.2.4 The Signatory States will promptly provide all consents and approvals necessary in order to permit or provide that any restrictions (including, without limitation, exchange control restrictions) contained in any legislation or governmental or statutory order from time to time in force in any of the Signatory States shall not be applicable to:-
- 4.2.4.1 any investment or subscription in the Fund whether made inside or outside and whether made by residents or non-residents of Signatory States;
- 4.2.4.2 gold and any currency held by the Fund whether issued by the Signatory States or not;
- 4.2.4.3 securities of any nature whatsoever including but not limited to shares, stocks, bonds, notes, debentures, debenture stocks, mortgages, charges or liens on realty, and personalty and units under a unit trust scheme whether issued by the Fund as part of its capitalisation or issued to the Fund as a result of any investment by the Fund including investment in or funding provided by the Fund in any project in a Signatory State;
- 4.2.4.4 any real and personal property and any certificates of title in relation thereto which form part of or affecting any project in which the Fund has invested or provided funding in a Signatory State;

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- 4.2.4.5 the remittance by the Fund of any profits, dividends, capital gains, interest and other income and revenues of whatsoever nature of and in the Fund and the proceeds of any sales, transfer or other disposition of any shares of the Fund and of any securities issued by or to the Fund.
- 4.2.5 The Signatory States will promptly provide all consents and approvals necessary in order to permit or provide that no taxes, duties, levies or imposts shall be payable on or levied in respect of any or all of the following:
- 4.2.5.1 subscriptions to or investments in the Fund and any securities issued by the Fund;
- 4.2.5.2 revenues, income, dividends, interest or profits of whatsoever nature accruing to the Fund from any project in which the Fund has made an investment and/or provided funding;
- 4.2.5.3 the proceeds of sale, transfer or other disposition of any securities issued to the Fund as a result of any investment in and/or funding to any project by the Fund pursuant to the objectives for which the Fund was established;
- 4.2.5.4 any revenue, profits (including capital profits), capital gains, and income generated by the Fund;
- 4.2.5.5 remittances of any interest, dividends, distributions or other payments paid by the Fund to any subscriber, investor or shareholder in the Fund.
- 4.3 Unless otherwise agreed by the parties in writing, the Signatory States and each of them shall not be obliged to extend any or all of the concessions and privileges which they are obliged to grant to the Fund beyond ten (10) years from the date of the subscription of the second tranche under Clause 2.1 hereof.
- 4.4 At the expiration of five (5) years from the date of the subscription of the second tranche under Clause 2.1 hereof, the parties shall either directly or through the Advisory Board consult and discuss the desirability of extending the concessions and privileges granted

to and enjoyed by the Fund and if considered desirable the concessions and privileges granted to and enjoyed by the Fund shall be duly extended for such period as the Signatory States consider appropriate.

5. LIMITATION ON INVESTMENT IN A PROJECT:

5.1 The Fund, in consultation with the Fund's managers, shall from time to time set the investment policy of the Fund in projects and the minimum and maximum investment by the Fund in any single project.

6. POLICY ON INVESTMENT IN SIGNATORY STATES:

6.1 The Fund, in consultation with the Fund's managers, shall set the investment policy of the Fund in projects in Signatory States but they will nevertheless give due consideration to investing in every participating Signatory State from time to time. It is acknowledged that there is no obligation on the Fund and/or the Fund's managers to invest in any particular Signatory State.

7. START UP DATE:

7.1 The proposed start up date of the Fund is 90 days after the entry into force of this Agreement.

8. PROMOTION OF CAPITAL MARKETS:

8.1 The Fund and the Fund's managers will use their best endeavours to ensure that generally investment by the Fund will be in projects which will promote and enhance the capital markets in the Signatory States.

9. INVESTMENT OF FUNDS:

9.1 Not less than 75 per cent of the funds from the first tranche and not less than 75 per cent of the total funds from both tranches shall, within two and three years, respectively, of the entry into force of this Agreement, be invested in projects contemplated in Clause 1.

9.2 If the Fund fails to satisfy the requirements of Clause 9.1, the provisions of Clause 12 shall cease to apply unless the Signatory States otherwise determine.

10. BORROWING BY THE FUND:

- 10.1 Nothing contained in this Agreement shall restrict the Fund's right to borrow money from time to time and use same or any part thereof to invest in projects contemplated by Clause 1 of the Agreement.

11. ADVISORY BOARD:

- 11.1 There shall be an Advisory Board consisting of not more than 7 members to be appointed by the countries listed in item 1 of the Schedule which become parties to this Agreement. Subject to Clause 11.2, each participating country shall have the right to appoint one (1) member to the Advisory Board.
- 11.2 For the purposes of Clause 11.1, such member countries of the Organisation of Eastern Caribbean States (OECS) and such Associate Members which become parties to this Agreement, shall have the right collectively to appoint only one (1) member to the Advisory Board.
- 11.3 The function of the Advisory Board shall be to monitor the performance of the Fund and to liaise between the Signatory States and the Fund on matters relating to this Agreement and the performance of the Fund.
- 11.4 The Fund will provide written quarterly reports to the Advisory Board indicating the investments in and/or funding provided to projects by the Fund and investment of its funds in non-project activities. The reports shall also include an outline of the status of projects being investigated for investment and/or funding.

12. EXCLUSIVITY OF FUND:

- 12.1 The Signatory States recognise that in order for the Fund to be successful and meet its objectives, the Fund needs exclusivity for investment in the Signatory States for a period of not less than 5 years and to this end undertake not to grant to any other CARICOM Regional Fund or institution, that is to say, a CARICOM Regional Fund or institution established by an Agreement open for signature by all CARICOM Member States, the concessions and privileges or any of them granted to the Fund under Clause 4.

12.2 During the existence of the Fund, the Signatory States undertake not to grant to any other fund or institution which is established to operate regionally in the Signatory States in competition with the Fund, any concession and privileges more favourable than those granted to the Fund from time to time.

13. ENTRY INTO FORCE:

13.1 Subject to Clause 13.2 this Agreement shall enter into force when it has been duly executed by ICWI and any number of the Signatory States listed in the Schedule hereto which number must include any three of the States of Barbados, Guyana, Jamaica and Trinidad and Tobago.

13.2 If this Agreement is not executed pursuant to Clause 13.1 within 60 days of the date that the CARICOM Secretary-General declares it to be open for signature, this Agreement shall not enter into force unless ICWI and the prospective Signatory States determine otherwise.

13.3 None of the parties hereto shall incur any liability to the other until after the date that this Agreement shall enter into force.

14. ADDITIONAL PARTIES TO THE AGREEMENT:

14.1 The parties here to affirm that it is their intention that upon the incorporation of the Fund, the rights and obligations to be carried out and performed by the Fund and the Signatory States under this Agreement shall be binding on each of the Fund and the Signatory States. To this end, the parties hereto hereby acknowledge and agree each with the other that on its incorporation the Fund will become a party to this agreement by depositing with the Secretary-General of the Caribbean Community at the Caribbean Community Secretariat a written notice duly executed by the Fund under its common seal stating that it undertakes to be bound by the terms and conditions of this Agreement as if it had been a signatory hereto at the time of execution by the other parties. The deposit of the abovementioned notice will create a valid and binding Agreement between the Fund and the Signatory States, collectively and individually, as if the Fund had been an original party and signatory hereto.

14.2 The parties hereto acknowledge and recognise that non-signatory Member States or Associate Members of CARICOM listed in Item 1 of the Schedule hereto at the time this Agreement enters into force and countries to which paragraph 2 of the Schedule to this Agreement refers may wish to become parties to this Agreement subsequent to the entry into force of this Agreement. The parties hereto hereby acknowledge and agree each with the other that any Member State or Associate Member of CARICOM shall be entitled at any time to sign the counterpart of the Agreement deposited with the Secretary-General of the Caribbean Community at the Caribbean Community Secretariat pursuant to Clause 17 below and the signing thereof by the Government of such Member State or Associate Member and each of them as if such Member State or Associate Member had been an original party and signatory hereto.

15. RELEASE OF OBLIGATIONS:

15.1 After delivery of the written notice by the Fund under Clause 14.1 and after the date for subscription of the first and second tranches referred to in Clause 2.1, ICWI shall be deemed to have performed all of its obligations under this Agreement and shall be released from this Agreement.

16. AMENDMENTS:

16.1 This Agreement may be amended by consent of the parties hereto.

16.2 No amendment to this Agreement shall be binding on the parties unless it is in writing and duly executed by all the parties to the Agreement. Any such document amending this Agreement shall be deposited with the Secretary-General of the Caribbean Community at the Caribbean Community Secretariat within 30 days of its execution.

17. DEPOSIT OF AGREEMENT:

17.1 This Agreement shall be deposited with the Secretary-General of the Caribbean Community and the Secretary-General shall furnish each party to this Agreement with a certified copy thereof.

18. JURISDICTION FOR REGISTRATION OF THE FUND:

18.1 The parties hereto agree that, at the discretion of ICWI and the Fund, the Fund shall be registered in a jurisdiction highly conducive to the enhancement of the attractiveness of the Fund in the eyes of prospective investors.

19. ADMINISTRATIVE HEADQUARTERS OF THE FUND:

19.1 The Administrative Headquarters of the Fund shall be in Jamaica.

20. CHOICE OF LAW:

20.1 The parties hereto agree that prior to the written notice by the Fund under Clause 14.1, this Agreement shall be governed by the laws of Jamaica.

20.2 The parties hereto agree that upon delivery of the written notice by the Fund under Clause 14.1, this Agreement shall be governed by the laws of England.

21. ARBITRATION:

21.1 The parties hereto agree that:-

21.1.1 In the event of controversy, dispute or question arising out of or in connection with or in relation to this Agreement or its interpretation, performance or non-performance or any breach thereof, the matter shall first be subjected to negotiation.

21.1.2 If the controversy, dispute or question is not resolved by negotiation pursuant to Clause 21.1.1 hereof within 30 days, it shall be referred to arbitration.

21.1.3 All controversy, dispute or questions arising in connection with this Agreement, save and except as hereinafter provided, shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules.

21.1.4 If any event giving rise to any controversy, dispute or question arises prior to ICWI being released under Clause 15.1, then such controversy, dispute or question shall be finally settled by arbitration before a single arbitrator under the Rules of Arbitration in accordance with the *Arbitration Act* of Jamaica as amended from time to time.

SCHEDULE

1. Antigua and Barbuda
- The Bahamas
- Barbados
- Belize
- Dominica
- Grenada
- Guyana
- Jamaica
- Montserrat
- St. Kitts and Nevis
- Saint Lucia
- St. Vincent and the Grenadines
- Trinidad and Tobago
- The British Virgin Islands
- The Turks and Caicos Islands

2. Any other country which becomes a Member State of the Caribbean Community or an Associate Member of the Caribbean Community.

Signed by: LESTER BIRD

For the Government of Antigua and Barbuda, on 13th October, 1993 at Port-of-Spain, Trinidad and Tobago, on behalf of Antigua and Barbuda.

Signed by: ARLINGTON E. BUTTERS

For the Government of the Bahamas, on 17th February, 1995 at Belize City, Belize, on behalf of the Bahamas.

Signed by: LLOYD ERSKINE SANDIFORD

For the Government of Barbados, on 31st May, 1994 at Christ Church, Barbados, on behalf of Barbados.

Signed by: MANUEL ESQUIVEL

For the Government of Belize, on 13th October, 1993 at Port-of-Spain, Trinidad and Tobago, on behalf of Belize.

Signed by: M. EUGENIA CHARLES

For the Government of Dominica, on 25th May, 1994 at Castries, Saint Lucia, on behalf of Dominica.

Signed by: NICHOLAS BRATHWAITE

For the Government of Grenada, on the 30th September, 1993 at St. George's, Grenada, on behalf of Grenada.

Signed by: A. ALLY

For the Government of Guyana, on 15th October, 1993 at the Presidential Secretariat, Georgetown, Guyana, on behalf of Guyana.

Signed by: P. J. PATTERSON

For the Government of Jamaica, on 13th October, 1993 at Port-of-Spain, Trinidad and Tobago, on behalf of Jamaica.

Signed by: REUBEN T. MEADE

For the Government of Montserrat, on 12th March, 1994 at Kingstown, Saint Vincent and the Grenadines, on behalf of Montserrat.

Signed by: KENNEDY SIMMONDS

For the Government of St. Kitts and Nevis, on 13th October, 1993 at Port-of-Spain, Trinidad and Tobago, on behalf of St. Kitts and Nevis.

Signed by: JOHN COMPTON

For the Government of Saint Lucia, on 13th October, 1993 at Port-of-Spain, Trinidad and Tobago, on behalf of Saint Lucia.

Signed by: JAMES MITCHELL

For the Government of St. Vincent and the Grenadines, on 13th October, 1993 at Port-of-Spain, Trinidad and Tobago, on behalf of St. Vincent and the Grenadines.

Signed by: PATRICK MANNING

For the Government of Trinidad and Tobago, on 13th October, 1993 at Port-of-Spain, Trinidad and Tobago, on behalf of Trinidad and Tobago.

Signed by:

For the Government of the British Virgin Islands, on _____ at
on behalf of the British Virgin Islands.

Signed by:

For the Government of the Turks and Caicos Islands, on _____ at
on behalf of the Turks and Caicos Islands.

Signed by: D. LALOR

For ICWI Group Limited, on 13th October, 1993 at Port-of-Spain, Trinidad and Tobago.

(Sections 2 and 5)

PART II: SUPPLEMENTAL AGREEMENT

**Supplemental Agreement to the Agreement Establishing
the Caribbean Investment Fund**

This Agreement made between the Governments of the Member States and Associate Members of the Caribbean Community (CARICOM) which are signatories to the Agreement Establishing the Caribbean Investment Fund which entered into force on October 15, 1993 (hereinafter referred to as "the Signatory States") and ICWI Group Limited of 28-48 Barbados Avenue, Kingston 5 in the parish of St. Andrew, Jamaica (hereinafter called "ICWI"), WITNESSETH AS FOLLOWS: That the Parties hereto have agreed that the Agreement Establishing the Caribbean Investment Fund which entered into force on October 15, 1993 (hereinafter referred to as "the Original Agreement") is hereby amended pursuant to Clause 16 of the Original Agreement by this Agreement (hereinafter referred to as "the Supplemental Agreement") in the following material particulars:-

1. OBJECTIVES:

- 1.1 The objectives of the Caribbean Investment Fund (hereinafter called "the Fund") as described in the Original Agreement shall be extended to permit investment by the Fund, of up to a maximum of 40% of the capital thereof in the countries listed in the Schedule to this Supplemental Agreement, provided that the managers of the Fund, after due consideration, have reasonably concluded that the investment opportunities in the Signatory States as contemplated by the objectives of the Original Agreement will, from time to time, be insufficient to provide a competitive return to investors in the Fund.
- 1.2 The Fund shall at all times give priority to investments of equal opportunity to investment in the Signatory States under the Original Agreement.
- 1.3 The objectives established in the Original Agreement shall equally apply to investment by the Fund in the countries listed in the Schedule to this Agreement.

2. ESTABLISHMENT OF THE FUND:

- 2.1 ICWI shall establish the fund which shall be capitalised at a minimum of Fifty Million United States Dollars (US\$50,000,000) within 365 days of this Supplemental Agreement entering into force.

Subscription shall be in two tranches: the first tranche or a minimum of US\$25,000,000 shall be subscribed and paid up within 180 days of the entry into force of this Supplemental Agreement. The second tranche comprising the difference between the capital of the Fund and the amount of the first tranche shall be subscribed and paid up within 365 days of the entry into force of the Supplemental Agreement. In the event that the Fund is not fully capitalised within 365 days of this Supplemental Agreement entering into force, the Original Agreement and this Supplemental Agreement shall forthwith terminate unless the Signatory States otherwise determine.

- 2.2 In the event that the Signatory States determine that the Original Agreement and this Supplemental Agreement should be terminated as provided in Clause 2.1 hereof, the Original Agreement and this Supplemental Agreement shall terminate without ICWI incurring any liability whatsoever to the Signatory States.

3. CONCESSIONS AND PRIVILEGES OF THE FUND:

- 3.1 The period of ten (10) years referred to in Clause 4.3 of the Original Agreement shall run from the date of the establishment of the Fund as provided herein.
- 3.2 The period of five (5) years referred to in Clause 4.4 of the Original Agreement shall run from the date of the establishment of the Fund as provided herein.

4. INVESTMENT OF FUNDS:

- 4.1 Clause 9.1 of the Original Agreement shall be amended to provide that not less than 75% of the minimum amount to be invested in the Signatory States pursuant to this Supplemental Agreement be invested in projects in the Signatory States contemplated in Clause 1 of the Original Agreement within three years from the establishment of the Fund, failing which the provisions of Clause 12 "EXCLUSIVITY OF FUND" of the Original Agreement shall cease to apply unless the Signatory States otherwise determine.

5. ENTRY INTO FORCE:

- 5.1 This Supplemental Agreement shall enter into force when it has been duly executed by ICWI and the Signatory States which have executed the Original Agreement.

5.2 If this Supplemental Agreement is not executed pursuant to Clause 5.1 hereof within 60 days of the date the CARICOM Secretary-General declares it to be open for signature, this Supplemental Agreement shall not enter into force unless ICWI and the Signatory States determine otherwise.

5.3 None of the Parties to the Original Agreement shall incur any liability to the other if this Supplemental Agreement shall not enter into force.

6. ADDITIONAL PARTIES TO THIS SUPPLEMENTAL AGREEMENT:

6.1 The parties hereto acknowledge and recognise that non-Signatory Member States or Associate Members of CARICOM listed in Item 1 of the Schedule of the Original Agreement at the time this Supplemental Agreement enters into force and countries to which paragraph 2 of the Schedule to the Original Agreement refers may wish to become Parties to this Supplemental Agreement subsequent to its entry into force. The Parties hereto hereby acknowledge and agree with each other that any Member State or Associate Member of CARICOM shall be entitled at any time to sign the counterpart of this Supplemental Agreement deposited with the Secretary-General of the Caribbean Community at the Caribbean Community Secretariat pursuant to Clause 8.1 hereof and the signing thereof by the Government of such Member State or Associate Member and each of them as if such Member State or Associate Member had been an original party and signatory hereto.

7. RELEASE OF OBLIGATIONS:

7.1 After delivery of the written notice by the Fund pursuant to Clause 14.1 of the Original Agreement and after the time provided for subscription to the Fund referred to in Clause 2.1 hereof, ICWI shall, notwithstanding anything to the contrary contained in the Original Agreement and this Supplemental Agreement, be deemed to have performed all its obligations under the Original Agreement and this Supplemental Agreement and shall be released therefrom.

8. DEPOSIT OF SUPPLEMENTAL AGREEMENT:

8.1 This Supplemental Agreement shall be deposited with the Secretary-General of the Caribbean Community and the Secretary-General shall provide each party to this Supplemental Agreement with a certified copy thereof.

SCHEDULE

- (i) Colombia
- (ii) Costa Rica
- (iii) Cuba
- (iv) Dominican Republic
- (v) El Salvador
- (vi) Guatemala
- (vii) Haiti
- (viii) Honduras
- (ix) The United States of Mexico
- (x) Aruba and the Netherlands Antilles
- (xi) Nicaragua
- (xii) Panama
- (xiii) Venezuela
- (xiv) Bermuda
- (xv) Cayman Islands

Signed by: LESTER BIRD

For the Government of Antigua and Barbuda, on 6th July, 1996 at St. Michael, Barbados on behalf of Antigua and Barbuda.

Signed by: H. INGRAHAM

For the Government of The Bahamas, on 9th July, 1996 at Nassau, The Bahamas on behalf of The Bahamas.

Signed by: O. S. ARTHUR

For the Government of Barbados, on 6th July, 1996 at St. Michael, Barbados on behalf of Barbados.

Signed by: MANUEL ESQUIVEL

For the Government of Belize, on 6th July, 1996 at St. Michael, Barbados, on behalf of Belize.

Signed by: E. JAMES

For the Government of Dominica, on 6th July, 1996 at St. Michael, Barbados on behalf of Dominica.

Signed by: KEITH MITCHELL

For the Government of Grenada, on 21st September, 1996 at St. George's, Grenada on behalf of Grenada.

Signed by: CHEDDI JAGAN

For the Government of Guyana, on 6th July, 1996 at St. Michael, Barbados on behalf of Guyana.

Signed by: P. J. PATTERSON

For the Government of Jamaica, on 6th July, 1996 at St. Michael, Barbados on behalf of Jamaica.

Signed by: REUBEN T. MEADE

For the Government of Montserrat, on 6th July, 1996 at St. Michael, Barbados on behalf of Montserrat.

Signed by: DENZIL DOUGLAS

For the Government of St. Kitts and Nevis, on 6th July, 1996 at St. Michael, Barbados on behalf of St. Kitts and Nevis.

Signed by: VAUGHN LEWIS

For the Government of Saint Lucia, on 6th July, 1996 at St. Michael, Barbados, on behalf of Saint Lucia.

Signed by: J. MITCHELL

For the Government of St. Vincent and the Grenadines, on 26th October, 1996 at Bequia, St. Vincent and the Grenadines on behalf of St. Vincent and the Grenadines.

Signed by:

For the Government of Suriname, on
at _____ on behalf of Suriname.

Signed by: BASDEO PANDAY

For the Government of Trinidad and Tobago, on 6th July, 1996 at St. Michael, Barbados on behalf of Trinidad and Tobago.

Signed by:

For the Government of the British Virgin Islands, on
at _____ on behalf of the British Virgin Islands.

Signed by:

For the Government of the Turks and Caicos Islands, on
at _____ on behalf of the Turks and Caicos Islands.

Signed by: D. LALOR

For ICWI Group Limited, on July 4, 1996 at St. Michael, Barbados.

(Section 2)

PART III

Agreement Concerning the Caribbean Investment Fund

This Agreement made on the 24th day of August, 1998 between the Governments of the Member States and Associate Members of the Caribbean Community and which are signatories to the Agreement Establishing the Caribbean Investment Fund (hereinafter called "the Signatory States") and the ICWI Group Limited of 28-48 Barbados Avenue, Kingston 5 in the Parish of St. Andrew, Jamaica (hereinafter called "ICWI").

WITNESSETH as follows:

WHEREAS:

The Parties to the Agreement Establishing the Caribbean Investment Fund (hereinafter called "the Fund") which entered into force on the 15th day of October 1993 (hereinafter called "the Original Agreement") have made the commitments specified in the Original Agreement which appears at Appendix I to this Agreement;

The Parties to the Original Agreement concluded a Supplemental Agreement which entered into force on the 26th day of October 1996 (hereinafter called "the Supplemental Agreement") amending the Original Agreement and which Supplemental Agreement appears at Appendix II to this Agreement;

The Signatory States of the Original Agreement recognised that their omission to implement in a timely way the enabling legislation to accord the agreed concessions and privileges to the Fund as required by the said Original Agreement and Supplemental Agreement, coupled with unfavourable conditions in international capital markets, adversely affected the ability of ICWI to mobilise the resources for the operation of the Fund;

The Signatory States of the Original Agreement by the relevant decisions of the Conference of Heads of Government (hereinafter called "the Conference") reached at the 14th and 15th Meetings of the Conference agreed, *inter alia*, to extend the time limit for the mobilisation of the resources and the registration of the Fund;

The parties to the Original Agreement and the Supplemental Agreement have been and are desirous of fulfilling the obligations and commitments assumed under the said Agreements;

The Parties to this Agreement have agreed as follows:

- (i) Notwithstanding any action or lack of action on the part of any of the Parties to the Original Agreement which might have operated to call into question the subsistence of the Original Agreement or Supplemental Agreement, the parties hereby agree to continue to be bound by the terms and conditions of the Original Agreement and Supplemental Agreement from the dates the said Agreements entered into force.

- (ii) Subject to Clause 4, the provisions of the Original Agreement set out at Appendix I and the provisions of the Supplemental Agreement set out at Appendix II are hereby incorporated in this Agreement and shall bind the Parties to this Agreement like any other provision of this Agreement.
- (iii) The Parties to the Original Agreement agree that the relevant decisions of the Conference relating to the Fund and which appear at Appendix III to this Agreement are hereby incorporated in this Agreement and shall have the same legally binding effect as the other provisions of this Agreement.
- (iv) Unless the Signatory States otherwise determine, this Agreement shall terminate and the Parties shall thereupon be released from all obligations under this Agreement without incurring any liability to one another if ICWI fails to mobilise the resources for the first tranche of the Fund by 31 March 1999 or the second tranche by 30 September 1999.
- (v) Nothing in this Agreement shall be construed as precluding any one Signatory State from according under its national legislation any or all of the privileges and concessions set out in the Original Agreement to any investment fund other than a regional investment fund organised on a basis similar to the Fund.

IN WITNESS WHEREOF the undersigned duly appointed in that behalf by their respective Governments and Company have signed this Agreement.

Signed by: LESTER BIRD

For the Government of Antigua and Barbuda on 18th September, 1998 at St. John's Antigua and Barbuda on behalf of Antigua and Barbuda.

Signed by: H. INGRAHAM

For the Government of The Bahamas on 8th September, 1998 at Nassau on the behalf of The Bahamas.

Signed by: O. S. ARTHUR

For the Government of Barbados on 24th August, 1998 at Bridgetown on behalf of Barbados.

Signed by:

For the Government of Belize on _____ at
on behalf of Belize.

Signed by: EDISON JAMES

For the Government of Dominica on 4th March, 1999 at Paramaribo on behalf
of Dominica.

Signed by: KEITH MITCHELL

For the Government of Grenada on 25th August, 1998 at St. Georges on
behalf of Grenada.

Signed by: J. JAGAN

For the Government of Guyana on 3rd September, 1998 at Georgetown on
behalf of Guyana.

Signed by: P. J. PATTERSON

For the Government of Jamaica on 7th September, 1998 at Kingston on behalf
of Jamaica.

Signed by:

For the Government of Montserrat on _____ at
on behalf of Montserrat.

Signed by: DENZIL DOUGLAS

For the Government of St. Kitts and Nevis on 18th September, 1998 at
Basseterre, St. Kitts on behalf of St. Kitts and Nevis.

Signed by: KENNY ANTHONY

For the Government of Saint Lucia on 21st October, 1998 at St. Georges,
Grenada on behalf of Saint Lucia.

Signed by: JAMES MITCHELL

For the Government of St. Vincent and the Grenadines on 5th March, 1999 at
Paramaribo, Surinam on behalf of St. Vincent and the Grenadines.

Signed by: BASDEO PANDAY

For the Government of the Republic of Trinidad and Tobago on 26th August, 1998 at Port-of-Spain on behalf of the Republic of Trinidad and Tobago.

Signed by:

For the Government of the British Virgin Islands on
at on behalf of the British Virgin Islands.

Signed by:

For the Government of the Turks and Caicos Islands on
at on behalf of the Turks and Caicos Islands.

Signed by: D. LALOR

For ICWI Group Limited on 7th September, 1998 at Kingston, Jamaica.

DECISION OF THE CONFERENCE OF HEADS
OF GOVERNMENT REACHED AT ITS
FIFTEENTH MEETING

CARIBBEAN INVESTMENT FUND (CIF)

THE CONFERENCE:

Noted the report from the SCMF that –

- (i) the Agreement for the establishment of the CIF entered into force on 15 October 1993, with the signature of the Agreement by the Government of Guyana;
- (ii) a joint Venture Company between the ICWI and Foreign and Colonial Emerging Markets Limited of London had been formed to manage the Fund;
- (iii) the CIF had not yet been registered by the ICWI;
- (iv) Member States had not yet enacted the domestic legislation or put in place the administrative arrangements required to provide the agreed incentives to the CIF but had the matter under active consideration;p

- (v) some Member States were still to amend existing legislation which will otherwise constrain the operation of the Fund in their respective jurisdictions;
- (vi) the Bahamas, Grenada, the British Virgin Islands and the Turks and Caicos Islands had not yet signed the Agreement establishing the CIF;
- (vii) the ICWI had requested an extension of the period provided in the Agreement to mobilise the first tranche of US\$25M;
- (viii) the provision relating to the registration of the Fund had not been satisfied and will also need to be extended;

Agreed –

- (i) to extend the period for registration of the Fund to 15 October 1994;
- (ii) to extend the period required to mobilise the first tranche of the resources by 180 days.

Requested the CARICOM Secretariat to work with the ICWI to determine the amendments to the Agreement to give effect to the agreed extensions;

Urged –

- (i) Member States concerned to expedite action to put in place the domestic legislation required to provide the incentives to the CIF, and to amend, where necessary, their domestic legislation to facilitate the operation of the Fund in their respective jurisdictions;
- (ii) Member States, which had not yet signed the Agreement for the CIF, to seek to do so.

DECISION OF THE CONFERENCE OF HEADS
OF GOVERNMENT REACHED AT ITS
SIXTEENTH MEETING

(Rep. 95/1/16/59 HGC)

CARIBBEAN INVESTMENT FUND (CIF)

THE CONFERENCE:

Having considered this Item in Caucus,

Noted that the Governments of Grenada and The Bahamas have, since the last Meeting of Finance Managers, signed the Agreement for the establishment of the CIF;

Agreed to grant the ICWI Group of Companies a further extension until 1 July 1996 to mobilise resources for the first tranche of the CIF;

Urged that the ICWI Group of companies use its best endeavours to mobilise the financing for the first tranche of the CIF before 1 July 1996;

Also urged all Member States which have not yet done so, to implement the necessary legislation to facilitate the operation of the CIF.

DECISION OF THE CONFERENCE OF HEADS
OF GOVERNMENT REACHED AT ITS
NINETEENTH MEETING

CARIBBEAN INVESTMENT FUND (CIF)

THE CONFERENCE:

Agreed to enter into a new Agreement with the Insurance company of the West Indies (ICWI) for a Caribbean Investment Fund (CIF) incorporating the exclusivity provision which is a pre-existing contractual obligation;

Also agreed that, to give effect to the Agreement, the States which are parties to it, will, if necessary, seek a WTO waiver;

Further agreed that the period to operationalise the Caribbean Investment Fund (CIF) is extended to 31 March 1999;

Urged Member States to enact relevant legislation taking into account the deadline set for ICWI to operationalise the Fund;

Agreed that in the light of the pre-existing commitments to the ICWI, the Community would not be in a position to grant any other Investment Fund concessions and privileges similar to those being provided to the CIF:

Also agreed that there was no objection to the Commonwealth Development Corporation (CDC) or any other promoter establishing an Investment Fund and obtaining the concessions available under national legislation.