

## **AGREEMENT ESTABLISHING THE CARIBBEAN EXPORT BANK**

### **THE CONTRACTING PARTIES:**

**RECOGNIZING** the importance of appropriate financing arrangements in support of extra-regional and intra-regional trade flows;

**CONSCIOUS** of the need for the better allocation and utilization of financial surpluses generated in the Region and for the inflow of funds into the Caribbean Community to assist manufacturers and exporters in their operations by the provision of pre-shipment and post-shipment export credits and investment capital;

**AWARE** of the urgent need for technical assistance in order to develop competence in the production and marketing of export goods and services; and

**CONVINCED** that the establishment of a flexible but specialized export trade financing institution in the nature of an Export Bank will facilitate the achievement of these objectives;

### **HEREBY AGREE AS FOLLOWS:**

#### **ARTICLES OF AGREEMENT**

##### **CHAPTER I** **ESTABLISHMENT OF THE CARIBBEAN EXPORT BANK**

##### **ARTICLE I**

The Contracting Parties hereby establish the Caribbean Export Bank (hereinafter referred to as "the Export Bank" or "the Bank") which shall be governed by these Articles of Agreement.

##### **ARTICLE II** **PURPOSE**

The purpose of the Export Bank is to assist in increasing the volume of internationally competitive goods and services produced within the Caribbean Community by directly providing production and trade-related financial, institutional and technical assistance to national and regional institutions and enterprises involved, or having the potential to be involved, in export-related production or trade and, indirectly, by co-operating with other international agencies in promoting initiatives such as regional industrial cooperation which enhance the efficiency of regional trade.

##### **ARTICLE III** **MEMBERSHIP**

1. Membership of the Export Bank shall be open to -

(a) Member States of the Caribbean Community;

(b) The Caribbean Development Bank;

(c) Corporate bodies carrying on banking or financial business in the Caribbean Community and other entities forming part of the private sector in the Community; and

(d) International financial institutions.

2. Member States of the Caribbean Community, the Governments of which ratify or accept or accede to this Agreement in accordance with Article XXXVII of this Agreement, shall become members of the Bank.

3. Member States of the Caribbean Community which do not become members of the Bank in accordance with paragraph 2 of this Article may be admitted to membership on such terms and conditions as the members of the Bank in general meeting may determine, on payment of their subscription, to shares of the capital of the Bank in accordance with Article XXXVII thereof.

4. The Caribbean Development Bank shall become a member of the Export Bank on payment of its subscription to shares of the capital of the Bank in accordance with the provisions of Article VI of this Agreement.

5. The Corporate bodies and other entities referred to in paragraph 1 (c) of this Article and the international financial institutions referred to in paragraph 1(d) hereof may be admitted to membership of the Bank by the Board of Directors and shall become members of the Bank on payment of their subscriptions to shares of the capital of the Bank in accordance with the provisions of Article VI of this Agreement and on compliance with any terms and conditions relating to their admission to membership of the Bank as may be required by the Board of Directors.

#### **ARTICLE IV** **FUNCTIONS**

1. In order to carry out its purpose, the Export Bank shall have the following functions -

(a) to mobilize funds from within and outside the Caribbean Region;

(b) to provide a wide range of trade and investment financing, guarantee and insurance (including re-insurance) facilities to complement, support and develop national export financing and promotion systems;

(c) to lend resources to national and regional institutions and enterprises on terms which are consistent with its own financial viability;

(d) to provide technical assistance particularly in such areas as research and training to national trade financing enterprises as well as to other enterprises involved in export activities;

(e) to assist any Member of the Bank or any agency of such Member in connection with negotiations for, and entering into, loan and lines of credit agreements and such other transactions falling within its purpose; and

(f) to promote or undertake such other activities as may advance its purpose.

2. The Export Bank shall, where appropriate, cooperate with national, regional or international organizations or other entities concerned with the economic growth and development of Member States of the Caribbean Community.

## **CHAPTER II** **CAPITAL, SUBSCRIPTIONS AND RESOURCES**

### **ARTICLE V** **AUTHORIZED CAPITAL**

1. The authorized capital of the Export Bank shall be the equivalent of fifty million United States dollars (US\$50,000,000) divided into fifty thousand (50,000) shares with a par value of one thousand United States dollars (US\$1,000) each and divided into Classes "A", "B", "C" and "D" shares.

2. Except for the initial subscription, provision for which is made in paragraph 3 of this Article, the authorized capital of the Bank shall, unless the members of the Bank in General Meeting otherwise determine, be held or be available for subscription in the following manner -

(a) not less than forty-five percent (45%) by the holders of Class "A" shares;

(b) not less than ten percent (10%) by the holders of Class "B" shares; and

(c) not more than forty-five percent (45%) by the holders of Class "C" and "D" shares.

3. Initially, sixteen million, five hundred thousand United States dollars (US\$16,500,000) of the authorized capital of the Bank may be subscribed as follows -

(a) eleven million, five hundred thousand United States dollars (US\$11,500,000) by Member States of the Caribbean Community as set out in Part A of the Annex to this Agreement;

(b) three million United States dollars (US\$3,000,000) by the Caribbean Development Bank; and

(c) two million United States dollars (US\$2,000,000) by corporate bodies and other entities referred to in sub-paragraph (c) of paragraph 1 of Article III.

4.

(1) The shares issued to -

(a) Member States of the Caribbean Community shall be Class "A" shares;

(b) the Caribbean Development Bank shall be Class "B" shares;

(c) corporate bodies and other entities shall be Class "C" shares; and

(d) international financial institutions shall be Class "D" shares.

(2) The holder of Class "A" shares may designate its Central Bank or any other national financial institution or agency to hold the shares allotted to it and, in such case, the shares shall be registered in the name of the Central Bank or other institution or agency.

5. Subject to the provisions of paragraph 2 of this Article, the Board of Directors by a vote of not less than two-thirds of the total number of Directors representing not less than two-thirds of the total voting power of the members of the Bank may allot the remainder of the initial authorised capital of the Bank among the holders of the classes of shares on such terms and conditions as the Board may determine.

6. The authorized capital of the Export Bank may be increased by the Board of Directors at such times and on such terms and conditions as the Board may determine by a vote of not less than two-thirds of the total number of Directors representing not less than three-fourths of the total voting power of the members.

7. In case of an increase in the authorized capital, each member of the Bank shall have a right to subscribe, on such terms and conditions as the Board of Directors shall determine, to a proportion of the increase of capital applicable to the class of shares held by such member equivalent to the proportion which its portion of the capital previously subscribed bears to the total subscribed capital within the class of shares held by such member immediately before such increase but no member shall be obligated to subscribe to any part of an increase in the capital.

8. Shares shall not be pledged or encumbered in any manner whatever. They shall not be transferrable except to the Bank or within Classes "C" and "D" but the Board of Directors may decline to register the transfer of Class "C" shares to a corporate body or other entity of which it does not approve and the Board may also decline to register the transfer of a share on which the Bank has a lien.

9. The liability of members of the Bank on their shares shall be limited to the unpaid portion, if any, of their issue price.

10. Except as provided in paragraph 9 of this Article, no member shall be liable, by reason only of its membership, for obligations of the Bank.

## **ARTICLE VI**

### **PAYMENT OF SUBSCRIPTIONS TO CAPITAL**

1. Subject to paragraph 2 of this Article, subscriptions to shares of the capital of the Export Bank shall be made in United States dollars.

2. Payment of initial subscriptions to shares of the capital of the Bank initially by a member referred to in paragraph 2 of Article III of this Agreement may be made in accordance with the provisions of Part B of the Annex to this Agreement.
3. (a) Payment of the amounts due by virtue of paragraph 3(a) of Article V of this Agreement shall , subject to paragraph 2 of this Article, be made by each Member State of the Caribbean Community not later than sixty (60) days after the entry into force of this Agreement or on or before the date of the deposit of its instrument of ratification or acceptance in accordance with Article XXXVII of this Agreement, whichever is later;  
  
(b) Payment of the subscription of the Caribbean Development Bank to the authorized capital of the Bank pursuant to paragraph 3(b) of Article V of this Agreement shall be made not later than sixty (60) days after the entry into force of this Agreement.
4. Payment of other subscriptions in respect of original authorized shares and of increases in the authorized capital of the Bank shall be made at such times as the Board of Directors shall determine.
5. Until the inaugural meeting of the Board of Directors is held, the payment of subscriptions pursuant to this Article shall be made to the Caribbean Development Bank as Trustee of the Export Bank.

## **ARTICLE VII** **FINANCIAL RESOURCES**

The financial resources of the Export Bank shall consist of -

- (a) the authorized capital of the Bank subscribed pursuant to Article VI;
- (b) funds borrowed by the Bank;
- (c) funds received in repayment of loans or for credit insurance or guarantees or from the sale of securities acquired by it;
- (d) funds accepted by the Bank on deposit; and
- (e) any other funds or income lawfully received by the Bank.

## **ARTICLE VIII** **USE OF FINANCIAL RESOURCES**

1. The financial resources of the Export Bank shall be used exclusively to further the purpose for which the Bank is established and to carry out its functions in accordance with this Agreement.
2. The financial resources of the Bank shall not be invested in equity capital or used to provide non-reimbursible technical assistance unless the resources so invested or used are funds received by the Bank for such purpose as contributions or upon trust.

3. The Bank shall normally make loans to national and regional institutions for relending to enterprises.

4. The Bank may make loans directly to an enterprise if the Board of Directors considers it essential to do so and provided that the total amount outstanding in respect of such loans and the amount of the proposed loan shall not exceed at any time twenty percent (20%) of the total amount outstanding in respect of all loans made by the Bank and the financial resources of the Bank available for loans or such other limit as the members of the Bank in general meeting determine by a vote of not less than three-fourth of the total voting power of the members of the Bank.

### **CHAPTER III** **BORROWING AND OTHER POWERS**

#### **ARTICLE IX**

In addition to any other powers conferred on the Export Bank by this Agreement for the purpose of performing its functions, the Bank shall have such other powers as may be necessary or appropriate in furtherance of its purpose and functions and consistent with the provisions of this Agreement.

### **CHAPTER IV** **OPERATING PRINCIPLES**

#### **ARTICLE X**

Subject to the provisions of this Agreement, the Export Bank shall be guided by sound banking principles in its operations and pursuant thereto the Board of Directors may in such manner as it deems expedient, establish procedures governing the exercise by the Bank of its functions under this Agreement.

### **CHAPTER V** **ORGANIZATION: POWERS**

#### **ARTICLE XI**

1. All the powers of the Export Bank shall be vested in the members of the Bank in General Meeting and any such Meeting may delegate to the Board of Directors all or any of its powers, except the power to -

- (a) determine the remuneration of Directors and their alternates;
- (b) determine the reserves and distribution of the net profits of the Bank;
- (c) amend this Agreement;
- (d) decide to terminate the operations of the Bank and to distribute its assets;

(e) select external auditors to certify the balance sheet and the statement of profit and loss of the Bank;

(f) admit members of the Bank as the holders of Class "A" shares;

(g) approve, after reviewing the report of the external auditors, the balance sheet and statements of profit and loss of the Bank;

(h) decide appeals from decisions regarding the interpretation or application of this Agreement by the Board of Directors;

(i) suspend a member; and

(j) exercise such other powers as are expressly assigned to the Annual Meeting by this Agreement.

2. Members of the Bank in general meeting shall retain full power to exercise authority over any matter delegated to the Board of Directors pursuant to paragraph 1 of this Article.

## **ARTICLE XII**

### **ANNUAL AND OTHER GENERAL MEETINGS**

1. There shall be an Annual Meeting of the members of the Export Bank and such other general meetings of members of the Bank as may be called by the Chairman of the Board of Directors or by the Board. The Board of Directors shall summon a general meeting of members of the Bank whenever requested by a majority of the members of the Bank.

2. The quorum for meetings of members of the Bank shall be members representing not less than sixty percent (60%) of the total voting power of the members.

3. Members of the Bank in general meeting may establish a procedure whereby the Board of Directors may, when the Board considers it advisable, obtain a vote of members of the Bank on a specific question without summoning a meeting of the members and the vote so obtained shall have effect for all purposes as if it had been obtained at such a meeting.

4. Members of the Bank in general may -

(a) establish such subsidiary bodies as they may consider necessary in the exercise of their powers under this Agreement; and

(b) regulate the procedure to be adopted in the conduct of their meetings.

5. The Annual Report of the Bank, including the report of the auditors and the Balance Sheet and Statements of Profit and Loss of the Bank, shall be laid before the Annual Meeting by the Directors of the Bank.

6. Unless the members of the Bank in general meeting otherwise decide, the Chairman of the Board of Directors shall perform the functions of Chairman of meetings of the Bank.

**ARTICLE XIII**  
**BOARD OF DIRECTORS AND STAFF**

1. The Export Bank shall be managed by a Board of Directors with a Managing-Director and such other staff appointed by or with the authority of the Board of Directors as is necessary for the exercise of its functions.

2. The Managing-Director shall be a member of the Board of Directors by virtue of his office.

3. The Board of Directors shall be responsible for the general direction of the operations of the Bank, subject to the policy directions of the Annual and other meetings of members of the Bank.

**ARTICLE XIV**  
**COMPOSITION OF THE BOARD OF DIRECTORS**

1. Unless the members of the Bank otherwise decide by a vote of not less than seventy-five percent (75%) of the total voting power of the members of the Bank, the Board of Directors shall consist of eight persons as follows -

(a) two Directors appointed by the Bahamas, Barbados, Belize, Guyana, Jamaica and Trinidad and Tobago;

(b) one Director appointed by Antigua and Barbuda, Dominica, Grenada, Montserrat, St. Kitts and Nevis, Saint Lucia and St. Vincent and the Grenadines;

(c) one Director appointed by the Caribbean Development Bank;

(d) three Directors appointed by the holders of Class "C" and Class "D" shares; and

(e) the Managing-Director of the Bank who shall have the right to participate in meetings of the Board, but without the right to vote.

2. Directors shall be persons of high competence in economic and financial matters.

3. Each Director shall have an alternate who shall be appointed in like manner as the Director and with full power to act in the absence of the Director.

4. The Chairman of the Board of Directors shall be elected at the Annual Meeting of members of the Bank from among members of the Board of Directors, other than the Managing-Director of the Bank; in the event of a vacancy in the office of Chairman of the Board, the vacancy may be filled by a vote of members of the Bank in general meeting for the unexpired portion of the former Chairman's term of office.

5. Directors (other than the Managing-Director) and their alternates shall hold office for a term of two years and shall be eligible for re-appointment for a further term or terms of office; they shall continue in office until their successors have assumed office.

6. If the office of a Director (other than the Managing-Director) becomes vacant before the expiration of his term of office, another Director shall be appointed to fill the vacancy and shall hold office for the unexpired portion of the term of office of his predecessor.

#### **ARTICLE XV** **DISQUALIFICATION OF DIRECTORS**

1. No person shall be eligible to be a Director who is -

(a) a member of the Legislature of any Member of the Export Bank; or

(b) an employee of the Bank, other than the Managing-Director.

2. The office of a Director shall be deemed to be vacated if the Director -

(a) becomes ineligible to be a Director under paragraph 1 of this Article;

(b) becomes bankrupt or makes any arrangement or composition with his creditors generally;

(c) becomes of unsound mind;

(d) resigns his office by notice in writing to the Bank; or

(e) is removed from office by notice in writing to the Director and the Bank by the member or members of the Bank which appointed him.

#### **ARTICLE XVI** **PROCEDURE OF THE BOARD OF DIRECTORS**

1. The Board of Directors shall meet at least once in each quarter in each year but as often as the business of the Export Bank may require.

2. A majority of the Directors representing not less than sixty percent (60%) of the total voting power of the members of the Board shall constitute a quorum for the transaction of business at any meeting of the Board of Directors.

3. The Chairman of the Board of Directors shall preside at all meetings of the Board but, in his absence from any such meeting, the Directors present and forming a quorum shall select from among themselves any other Director to preside at that meeting.

4. The Chairman of the Board of Directors or any Director (other than the Managing-Director) presiding at a meeting of the Board shall have a second or casting vote.

5. Subject to this Agreement, the Board may regulate its own proceedings.

**ARTICLE XVII**  
**VOTING**

1. Each member of the Export Bank shall have one (1) vote for each share of the capital of the Bank held by that member.
2. In voting in the Board of Directors, each Director shall be entitled to cast the votes of the member or members the Director represents and, except as otherwise provided in this Agreement, all matters before the Board shall be determined by a majority of the voting power of the members represented at the meeting.

**ARTICLE XVIII**  
**OFFICE OF THE EXPORT BANK**

1. The principal office of the Export Bank shall be located in Barbados.
2. The Export Bank may establish agencies or branch offices elsewhere.

**ARTICLE XIX**  
**SEAL**

1. The Export Bank shall have an official seal.
2. The Directors shall provide for the safe custody of the seal which shall only be used by the authority of the Directors and any instrument to which the seal is affixed shall be signed by a Director and countersigned by the Secretary of the Bank or by some other duly authorized official of the Bank.

**ARTICLE XX**  
**REPORTS**

1. The Board of Directors shall transmit to members of the Export Bank an Annual Report containing an audited statement of the accounts of the Bank and shall publish the Report; the Board shall also transmit quarterly to members of the Bank a summary statement of its financial position and a profit and loss statement showing the results of its operations.
2. The Export Bank may also publish such other reports as it deems desirable in the carrying out of its purpose and functions and those reports shall be transmitted to members of the Bank.
3. The accounts of the Bank shall be audited by external auditors of high international standing selected by the Annual Meeting.

**ARTICLE XXI**  
**ALLOCATION OF NET INCOME**

1. The Board of Directors shall determine at least annually the disposition of the net income of the Export Bank resulting from its operations and what portion thereof, if any,

shall be allocated to surplus, after making provision for reserves or other purposes and what portion, if any, shall be invested or distributed among members of the Bank.

2. Any distribution of net income under paragraph 1 of this Article shall be made to each member of the Bank in the proportion which the total payments made by that member under Article VI of this Agreement and the average amount of loans outstanding during the year made out of currency corresponding to its subscription under the said Article VI bears to the total of such amounts for all members.

3. Payments shall be made to each member in such manner and in such currency as the Board of Directors shall determine.

## **CHAPTER VI**

### **SUSPENSION AND WITHDRAWAL OF MEMBERSHIP**

#### **ARTICLE XXII** **SUSPENSION OF MEMBERSHIP**

1. The members of the Bank in general meeting may, by a vote of not less than three-fourths of the total voting power of the members of the Bank, suspend from membership of the Bank for a period not exceeding one year any member which fails or refuses to fulfill any of its obligations or discharge any of its liabilities to the Bank and the member concerned shall not be entitled to exercise a vote in this connection.

2. A suspended member shall not be entitled to exercise any rights under this Agreement, except the right to withdraw its membership but shall be subject to all its obligations and liabilities.

3. A suspended member shall automatically cease to be a member of the Bank if, at the expiration of the period of suspension, the member has failed or refused to fulfill any obligation or discharge any liability in respect of which the member was suspended.

#### **ARTICLE XXIII** **WITHDRAWAL**

1. Any member may withdraw from the Export Bank at any time by delivering a notice in writing to the Bank at its principal office.

2. Withdrawal by a member shall become effective, and its membership shall cease, on the date specified in its notice, being not less than six months after the date on which the notice is received by the Bank, but the member may, at any time before the withdrawal becomes effective, notify the Bank in writing of the cancellation of its notice of intention to withdraw.

3. A member which has given notice of its withdrawal from the Bank shall remain liable for all direct and contingent obligations to the Bank to which it is subject at the date of delivery of the notice of withdrawal. If the withdrawal becomes effective, the member

shall not incur any liability for obligations resulting from operations of the Bank effected after the date on which the notice of withdrawal was received by the Bank.

## **CHAPTER VII**

### **TERMINATION OF OPERATIONS, LIABILITY OF MEMBERS AND DISTRIBUTION OF ASSETS**

#### **ARTICLE XXIV SUSPENSION AND TERMINATION OF OPERATIONS**

1. In an emergency, the Board of Directors may temporarily suspend operations in respect of new loans and guarantees, pending an opportunity for further consideration and action by the Board.
2. The Export Bank may terminate its operations by a resolution of a General Meeting of members of the Bank adopted by a vote of the members of the Bank representing not less than three-fourth of the total voting power of the members and, after such termination, the Bank shall cease to exercise all functions except those that are necessary or incidental to the realization and preservation of its assets and the fulfilment of its outstanding obligations.

#### **ARTICLE XXV LIABILITY OF MEMBERS ON TERMINATION**

1. In the event that the Export Bank terminates its operations, the liability of all members for unpaid portion of their subscriptions to the authorized capital of the Bank shall continue until all claims of creditors including all contingent claims have been discharged.
2. All creditors holding direct claims shall first be paid out of the assets of the Bank and then out of payments in the Bank on unpaid or callable subscriptions. Before making any payments to creditors holding direct claims, the Board of Directors shall make such arrangements as are necessary, in its judgement, to ensure a pro rata distribution among holders of direct and contingent claims.

#### **ARTICLE XXVI DISTRIBUTION OF ASSETS ON TERMINATION**

1. In the event that the Export Bank terminates its operations, there shall be no distribution of assets among members until -
  - (a) all claims of creditors have been discharged and, if necessary, on pro rata distribution among them;
  - (b) members have fulfilled all their obligations to the Bank; and
  - (c) the Board of Directors has made an evaluation of the assets to be distributed among members.

2. Any distribution of the assets of the Bank to the members shall be in proportion to the contribution of the member to the capital of the Bank and shall be effected at such times and under such conditions as the Board of Directors deems fair and equitable.

**CHAPTER VIII**  
**STATUS, IMMUNITIES, EXEMPTIONS AND PRIVILEGES**

**ARTICLE XXVII**  
**LEGAL STATUS**

1. The Export Bank shall possess full juridical personality and, in particular, full capacity -

(a) to contract;

(b) to acquire and dispose of movable and immovable property; and

(c) to institute legal proceedings.

**ARTICLE XXVIII**  
**LEGAL PROCESS**

1. Legal proceedings may be instituted against the Export Bank in any court of competent jurisdiction in a State which is a member of the Bank where -

(a) the cause of action arose; or

(b) the Bank has its principal office or a branch office,

and in any other case such proceedings may be instituted against the Bank in any such court in the country where it has appointed an agent for the purpose of accepting service or notice of process.

2. Service upon the Bank of any document shall be effected by delivering it by registered post to its principal office or any branch office.

**ARTICLE XXIX**  
**FREEDOM OF ASSETS FROM RESTRICTION**

To the extent necessary to carry out its purpose and functions effectively and subject to the provisions of this Agreement, the Export Bank -

(a) may hold assets of any kind and operate accounts in any currency; and

(b) shall be free to transfer its assets from one State to another or within any State to convert any currency held by it into any other currency, without being restricted by financial controls, regulations or moratoria of any kind.

**ARTICLE XXX**  
**IMMUNITIES AND PRIVILEGES OF PERSONNEL**

1. The Directors, officials and other members of the staff of, and experts performing missions for, the Export Bank shall be immune from legal process with respect to acts done by them in their official capacity.

2. Persons referred to in paragraph 1 of this Article who are not local nationals of or permanently resident in, any place in which an office of the Bank is located shall -

(a) enjoy exemption from taxation on the salaries and emoluments paid to them by the Bank;

(b) enjoy immunity from national service obligations;

(c) have the right to repatriate funds derived from income earned in the service of the Bank;

(d) be immune, together with their families forming part of their household, from immigration restrictions and alien registration; and

(e) be given, together with their families forming part of their household, the same repatriation facilities and right to protection as are accorded to members of diplomatic missions in time of international crisis.

#### **ARTICLE XXXI** **EXEMPTION FROM TAXATION**

1. The Export Bank, its assets and operations and transactions, shall be exempt from all direct taxation and no customs duties nor charge of equivalent effect shall be paid on articles imported for its official use.

2. Notwithstanding the provisions of paragraph 1 of this Article, the Bank shall not be entitled to exemption from taxes which are not more than charges for public utility services.

3. Subject to paragraph 4 of this Article, dividends and other distributions made by the Bank or a distribution of such dividends or distributions made by a recipient thereof shall be exempt from income tax in the hands of a recipient.

4. Where the recipient is not resident in any Member State, the exemption in paragraph 3 shall apply only to so much of the tax as exceeds his tax liability on such dividends or other distributions in his country of residence.

#### **ARTICLE XXXII** **IMPLEMENTATION**

Each member of the Export Bank referred to in paragraph 1 (a) of Article III of this Agreement shall inform the Bank of the action taken to implement the provisions of this Chapter in its territory.

**ARTICLE XXXIII**  
**WAIVER OF IMMUNITIES, EXEMPTIONS AND PRIVILEGES**

The Managing-Director of the Export Bank shall have the right and duty to waive any immunity, exemption or privilege in respect of any other member of the staff of the Bank, or any expert performing a mission for, the Bank where, in his opinion, the immunity, exemption or privilege would impede the course of justice and can be waived without prejudice to the interests of the Bank. In similar circumstances and under the same conditions, the Board of Directors shall have the right and duty to waive any immunity, exemption or privileges of the Managing-Director.

**CHAPTER IX**  
**AMENDMENT AND ARBITRATION**

**ARTICLE XXXIV**  
**AMENDMENT**

1. This Agreement may be amended upon a decision for the purpose by a Meeting of the members of the Export Bank adopted by a vote of members representing not less than three-fourths of the total voting power of the members.
2. Any proposal to amend this Agreement shall be addressed to the Chairman of the Board of Directors who shall submit a copy of the proposed amendment to each member of the Export Bank prior to its being submitted to the Meeting of members of the Bank. If the amendment is adopted, the Bank shall certify it in a formal communication addressed to each member.
3. The amendment shall become effective at the expiration of three months after the date of a formal communication by the Secretary-General of the Caribbean Community (hereinafter in this Agreement referred to as the Secretary-General) to all members of the Bank notifying them of the adoption of the amendment by the Meeting of the members of the Bank.

**ARTICLE XXXV**  
**ARBITRATION**

1. If a dispute arises -

(a) between the Export Bank and a member which ceases to be a member;

(b) between the Bank and a member consequent upon the adoption of a resolution to terminate the operations of the Bank,

such dispute shall, at the written request of either party, be submitted to arbitration by a tribunal consisting of three arbitrators.

2. Each party to the dispute shall appoint an arbitrator and the third, who shall be the president of the tribunal, shall be appointed by the two arbitrators previously appointed.

3. If within thirty (30) days of the request for arbitration, either party fails to appoint an arbitrator, or, if within fifteen (15) days of the appointment of the two arbitrators, the president has not been appointed, either party may request the Secretary-General to appoint an arbitrator.

4. The arbitrators shall determine the procedure to be adopted in arbitration disputes, but in any case of disagreement, the president shall be empowered to settle all questions of procedure with respect thereto.

**CHAPTER X**  
**SIGNATURE, DEPOSIT AND ENTRY INTO FORCE**

**ARTICLE XXXVI**  
**SIGNATURE**

This Agreement shall be deposited with the Secretary-General (hereinafter referred to as "the Depository") and shall remain open until 30<sup>th</sup> November, 1987 for signature by the States referred to in paragraph 1 (a) of Article III of this Agreement.

**ARTICLE XXXVII**  
**RATIFICATION, ACCEPTANCE AND ACCESSION**

1. This Agreement shall be subject to ratification or acceptance by the States being signatories thereto. Instruments of ratification or acceptance shall be deposited with the Depository before 30<sup>th</sup> November, 1987. The Depository shall notify the other signatories of each deposit and the date thereof.

2. A signatory whose instrument of ratification or acceptance is deposited on or before the date on which this Agreement enters into force shall become a member of the Bank on the date of deposit of its instrument of ratification or acceptance.

3. After 30<sup>th</sup> November, 1987, a Member State of the Caribbean Community may become a member of the Bank by accession to this Agreement on such terms and conditions as the Members of the Bank in general meeting shall determine. Any such Member State shall deposit, on or before a date fixed by the Meeting, an instrument of accession with the Depository who shall notify such deposit and the date thereof to the Bank and the parties to this Agreement. Upon such deposit, the Member State shall become a member of the Bank on that date.

**ARTICLE XXXVIII**  
**RESERVATIONS**

Any State referred to in paragraph 1 (a) of Article III of this Agreement may, when depositing its instruments of ratification or acceptance, declare that in its territory the immunity conferred by paragraph 1 of Article XXX of this Agreement shall not apply in relation to a civil action arising out of an accident caused by a motor vehicle used by any of the persons mentioned therein in the performance of any duties relating to the Bank.

**ARTICLE XXXIX**  
**ENTRY INTO FORCE**

This Agreement shall enter into force upon the deposit of instruments of ratification or acceptance by the holders of at least two-thirds of the Class "A" shares to be initially subscribed.

**ARTICLE XL**  
**INAUGURAL MEETING**

As soon as this Agreement enters into force, the members of the Export Bank shall make their best endeavours to appoint the Board of Directors and thereafter the President of the Caribbean Development Bank shall convene the inaugural meeting of the Board.

**ANNEX**

**PART A**  
**AUTHORIZED CAPITAL**

<b><u>Member States of the Caribbean Community</u></b>	<b><u>No. of Shares</u></b>
The Bahamas	1,500
Barbados	1,500
Belize	500
Guyana	1,500
Jamaica	2,500
Trinidad and Tobago	2,500
Antigua and Barbuda/Dominica/Grenada/Montserrat/St. Kitts and Nevis/Saint Lucia/St. Vincent and the Grenadines	1,500
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Total	11,500
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**PART B**

<b>Beginning of Year</b>	<b>Convertible Currency</b>	<b>Domestic Currency</b>
1	25%	75%
2	50%	50%
3	75%	25%
4	100%	-

