

**AGREEMENT ESTABLISHING THE PARTNERSHIP INITIATIVE FOR  
SUSTAINABLE LAND MANAGEMENT (PISLM) FOR CARIBBEAN SMALL  
ISLAND DEVELOPING STATES (CSIDS) BILL, 2025**

**EXPLANATORY NOTES**

This Bill seeks to give the force of law to the Agreement Establishing the Partnership Initiative for Sustainable Land Management (PISLM) for Caribbean Small Island Developing States (CSIDS) (the “PISLM Agreement”) and the Agreement Between the Partnership Initiative for Sustainable Land Management (PISLM) and the Government of Grenada (the “PISLM Headquarters Agreement”) in Grenada; to provide for their implementation; and for related matters.

This Bill contains **six (6) clauses** and **two (2) schedules**.

**Clause 1** seeks to provide for the short title of the Act and for its retroactive commencement on the 2nd day of May 2024, save for clauses 3(2), 5(3), 5(4) and 6(c) and Schedule 2 of the Bill which shall be deemed to have come into force on the 17th day of June 2025.

**Clause 2** provides for the interpretation provisions and includes the definitions of terms used throughout the Act.

**Clause 3** provides for the PISLM Agreement, as set out in Schedule 1 to the Act and the PISLM Headquarters Agreement, as set out in Schedule 2 to the Act, to have the force of law in Grenada.

**Clause 4** exempts the Partnership Initiative for Sustainable Land Management from the application of certain legislative enactments and from the payment of specified duties and charges.

**Clause 5** provides for amendments to the PISLM Agreement and revisions or supplementary agreements to the PISLM Headquarters Agreement, as agreed to by the parties, to be reflected in the respective Schedules to the Act, by Order published in the *Gazette*.

**Clause 6** empowers the Minister to make regulations to give effect to the provisions of the PISLM Agreement, the PISLM Headquarters Agreement and the Act, on the recommendation of the Partnership Initiative for Sustainable Land Management.

**Schedule 1** sets out the text of the PISLM Agreement and **Schedule 2** sets out the text of the PISLM Headquarters Agreement.

.....  
Sen. the Hon. Claudette Joseph  
**ATTORNEY-GENERAL**

**AGREEMENT ESTABLISHING THE PARTNERSHIP INITIATIVE FOR  
SUSTAINABLE LAND MANAGEMENT (PISLM) FOR CARIBBEAN SMALL  
ISLAND DEVELOPING STATES (CSIDS) BILL, 2025**

**ARRANGEMENT OF CLAUSES**

1. Short title and commencement
2. Interpretation
3. Agreements to have the force of law
4. Exemptions
5. Amendments to the Schedules
6. Regulations

**SCHEDULE 1** - AGREEMENT ESTABLISHING THE PARTNERSHIP INITIATIVE FOR SUSTAINABLE LAND MANAGEMENT (PISLM) FOR CARIBBEAN SMALL ISLAND DEVELOPING STATES (CSIDS)

**SCHEDULE 2** - AGREEMENT BETWEEN THE PARTNERSHIP INITIATIVE FOR SUSTAINABLE LAND MANAGEMENT (PISLM) AND THE GOVERNMENT OF GRENADA

**AGREEMENT ESTABLISHING THE PARTNERSHIP INITIATIVE FOR  
SUSTAINABLE LAND MANAGEMENT (PISLM) FOR CARIBBEAN SMALL  
ISLAND DEVELOPING STATES (CSIDS) BILL, 2025**

**GRENADA**

**ACT NO.      OF 2025**

**AN ACT** to give the force of law to the Agreement Establishing the Partnership Initiative for Sustainable Land Management (PISLM) for Caribbean Small Island Developing States (CSIDS) and the Agreement Between the Partnership Initiative for Sustainable Land Management (PISLM) and the Government of Grenada; to provide for their implementation; and for related matters.

**BE IT ENACTED** by the King’s Most Excellent Majesty, by and with the advice and consent of the Senate and the House of Representatives of Grenada, and by the authority of the same as follows—

**Short title and commencement**

1.     (1)     This Act may be cited as the

**AGREEMENT ESTABLISHING THE PARTNERSHIP INITIATIVE FOR  
SUSTAINABLE LAND MANAGEMENT (PISLM) FOR CARIBBEAN SMALL  
ISLAND DEVELOPING STATES (CSIDS) ACT, 2025.**

(2)     Subject to subsection (3), this Act shall be deemed to have come into force on the 2nd day of May 2024.

(3)     Notwithstanding subsection (2), sections 3(2), 5(3), 5(4) and 6(c) and Schedule 2 of this Act shall be deemed to have come into force on the 17th day of June 2025.

**Interpretation**

2.     In this Act—

“**PISLM Agreement**” means the Agreement Establishing the Partnership Initiative for Sustainable Land Management (PISLM) for Caribbean Small Island Developing States (CSIDS) signed at St. George’s, Grenada on the 11th day of April 2024 and any amendments thereto; and includes the Constitution for the Partnership Initiative for Sustainable Land Management, the text of which is set out in Schedule 1;

“**Article**” means an Article of the PISLM Agreement, the Constitution or the PISLM Headquarters Agreement;

**“Constitution”** means the Constitution for the Partnership Initiative for Sustainable Land Management appended to the PISLM Agreement and any amendments thereto;

**“Minister”** means the Minister responsible for Agriculture;

**“Partnership Initiative for Sustainable Land Management”** means the Partnership Initiative for Sustainable Land Management established under Article 2 of the PISLM Agreement; and

**“PISLM Headquarters Agreement”** means the Agreement Between the Partnership Initiative for Sustainable Land Management (PISLM) and the Government of Grenada signed at St. George’s, Grenada on the 17th day of June 2025 and any amendments thereto, the text of which is set out in Schedule 2.

### **Agreements to have the force of law**

3. (1) The PISLM Agreement shall have the force of law in Grenada.
- (2) The PISLM Headquarters Agreement shall have the force of law in Grenada.

### **Exemptions**

4. (1) The following Acts do not apply to the Partnership Initiative for Sustainable Land Management—
  - (a) the Stamp Act, Chapter 309;
  - (b) the Income Tax Act, Chapter 149;
  - (c) the Property Tax Act, Chapter 257B;
  - (d) the Property Transfer Tax Act, Chapter 257C; and
  - (e) the Aliens (Land-Holding Regulation) Act, Chapter 13.
- (2) Notwithstanding subsection (1), the Partnership Initiative for Sustainable Land Management is hereby exempted from the payment of customs duties and other import-related charges, including customs service charges, on goods imported for official use to the extent provided under Article 15 of the PISLM Agreement and section 31 of Article IX of the PISLM Headquarters Agreement respectively.

### **Amendments to the Schedules**

5. (1) Where an amendment to the PISLM Agreement becomes effective in accordance with Article 6 of the PISLM Agreement or Article 27 of the

Constitution, the Minister, by Order published in the *Gazette*, may amend Schedule 1 accordingly.

(2) Unless the context otherwise requires, where Schedule 1 is amended in accordance with subsection (1), any reference to the PISLM Agreement in this Act or any other enactment or instrument shall be construed as a reference to the PISLM Agreement so amended.

(3) Where a revision to the PISLM Headquarters Agreement becomes effective in accordance with section 61 of Article XVI of the PISLM Headquarters Agreement or a supplementary agreement is entered into between the parties in accordance with section 62 of Article XVI of the PISLM Headquarters Agreement, the Minister, by Order published in the *Gazette*, may amend Schedule 2 to include the revision or the supplementary agreement, as the case may be, as an amendment to the PISLM Headquarters Agreement.

(4) Unless the context otherwise requires, where Schedule 2 is amended in accordance with subsection (3), any reference to the PISLM Headquarters Agreement in this Act or any other enactment or instrument shall be construed as a reference to the PISLM Headquarters Agreement so amended.

### **Regulations**

6. The Minister, on the recommendation of the Partnership Initiative for Sustainable Land Management, may make regulations to give effect to the provisions of—

- (a) this Act;
- (b) the PISLM Agreement; and
- (c) the PISLM Headquarters Agreement.

SCHEDULE 1

AGREEMENT ESTABLISHING THE PARTNERSHIP INITIATIVE FOR SUSTAINABLE  
LAND MANAGEMENT (PISLM) FOR CARIBBEAN SMALL ISLAND DEVELOPING  
STATES (CSIDS)

*(section 2)*



English only

## **PISLM Establishment Agreement**

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**AGREEMENT ESTABLISHING THE PARTNERSHIP INITIATIVE FOR SUSTAINABLE  
LAND MANAGEMENT (PISLM) FOR CARIBBEAN SMALL ISLAND DEVELOPING STATES  
(CSIDS)**

1. Recalling Decision 4 of 2003: of the 14th Session of the Forum of Ministers of Environment for Latin America and the Caribbean held in Panama in November 2003, which decided:
  1. *To call for the establishment of a Caribbean SIDS Programme with support of UNEP to work along with existing and planned Caribbean institutions and mechanisms.*
  2. *To urge the critical elements highlighted by the Caribbean Regional Preparatory Meeting for the 10-Year Review of the BPOA be used as a basis for the Caribbean SIDS Programme, including,*
    - a. *Support for the establishment of a Regional Sustainability Fund to facilitate further implementation of the BPOA;*
    - b. *Support for Caribbean member States in their efforts to establish the Caribbean Single Market and Economy (CSME);*
    - c. *Support for capacity building at regional, sub-regional and national levels that includes institutional strengthening, technology transfer and training to strengthen resilience to vulnerabilities and ensuring that every effort be made to adopt a coordinated approach particularly with respect to the Multilateral Environmental Agreements (MEAs) and initiatives coordinated by UNEP from other funding institutions such as the Global Environment Facility (GEF);*
    - d. *Support for the establishment of partnership initiatives between key agencies to catalyse BPOA implementation, Civil Society, including the private sector, should also be included in these partnerships.*
2. Recalling further Decision 5 of 2008: of the 16<sup>th</sup> Session of the Forum of Ministers of Latin America and the Caribbean held in the Dominican Republic in 2008, it was decided that:
  1. *Acknowledging also the contribution made by the Government of Trinidad and Tobago, and other regional and international organizations including inter alia, the GM/UNCCD, the UNCCD Secretariat, FAO and UNEP/ROLAC to the development of the Partnership Initiative on Sustainable Land Management (PISLM) as part of the Caribbean SIDS Programme;*
  2. *To request to UNEP, GM/UNCCD, FAO and UNCCD Secretariat to continue supporting the Partnership Initiative on Sustainable Land Management as a main component of the Caribbean SIDS Programme as a vehicle for enhancing synergistic implementation of related MEAs.*
3. Recalling further the 25<sup>th</sup> Special Meeting of the Council for Trade and Economic Development (COTED) [Environment], held in Guyana in April 2008, where it was decided:

1. ***Noted*** the relevant decisions of the Sixteenth Meeting of the Forum of Ministers of Environment for Latin America and the Caribbean, in particular Decision 5 of the Sustainable Development of SIDS;
2. ***Acknowledged and thanked*** the Government of Trinidad and Tobago for hosting the Partnership Initiative on Sustainable Land Management (PISLM) Support Office through the Caribbean Network for Integrated Rural Development (CNIRD), and ***encouraged*** their continued institutional and technical support;
3. ***Recommended*** the continued institutional and technical support from the International Community and UN entities such as UNEP, GM/UNCCD and FAO as well as other relevant regional and international organizations;
4. ***Agreed*** that the PISLM should be used as the framework for the implementation of the United Nations Convention to Combat Desertification (UNCCD), and the Land Management components of the Barbados Programme of Action (BPOA) and the MSI/BPOA in Caribbean SIDS, to the extent practicable, and ***also urged*** all Member States and relevant regional and international organizations to support and participate actively in this initiative, particularly as it seeks to address issues relating to rural development and poverty alleviation in the rural sector in the Caribbean SIDS.

The Parties have agreed as follows:

#### **Article 1 Use of Terms**

The following terms shall be defined as noted below for the purpose of this Agreement, unless the context otherwise requires:

"adverse/negative effects of climate change" means changes in the physical environment or biota resulting from climate change which have significant deleterious effects on the composition, resilience or productivity of natural and managed ecosystems or on the operation of socio-economic systems, or on human health and welfare;

"Agreement" means the Agreement establishing the Partnership Initiative for Sustainable Land Management (PISLM);

"Council" means the Ministers responsible for the United Nations Convention to Combat Desertification (UNCCD) and the Land issues under the Barbados Programme of Action (BPOA) established by Article 9 of the Constitution;

"Establishment Agreement" means the intergovernmental Agreement among Parties establishing the Partnership Initiative for Sustainable Land Management in Caribbean SIDS;

“Executive Committee” means the body that provides oversight to the Secretariat between Council meetings established by Article 13 of the Constitution;

"Executive Director" means the Director of the PISLM Secretariat;

“Headquarter Agreement” means the agreement between the PISLM and the host government defining the legal capacity, privileges and immunities of PISLM and privileges and immunities to be enjoyed by the staff of PISLM in the host country;

"PISLM" means the Partnership Initiative for Sustainable Land Management established by Article 2 herein;

"Members" means States or Territories which are parties to the Agreement;

“COTED” means the Council for Trade and Economic Development of the Caribbean Community;

“Secretary-General” means the Secretary-General of the Caribbean Community;

“BPOA” means the Barbados Programme of Action;

“MSI” means Mauritius Strategy of Implementation;

“land degradation” refers to any reduction or loss in the biological or economic productive capacity of the land resource base. It is generally caused by human activities, exacerbated by natural processes, and often magnified by and closely intertwined with climate change and biodiversity loss.;

“land degradation neutrality” means a state whereby the amount and quality of land resources necessary to support ecosystem functions and services to enhance food security remain stable, or increase, within specified temporal and spatial scales and ecosystems.;

“soil degradation” means a change in the soil health status resulting in a diminished capacity of the ecosystem to provide goods and services for its beneficiaries;

“GSP” means Global Soil Partnership;

“SLM” means Sustainable Land Management;

“SSM” means Sustainable Soil Management.

**Article 2**  
**Establishment**

There is hereby established an independent international organization called the Partnership Initiative for Sustainable Land Management (hereinafter referred to as "PISLM") which shall operate in accordance with the Constitution appended hereto and forming an integral part of this Agreement.

**Article 3**  
**Financial Obligations**

The Parties shall not be under any obligation to provide financial support to PISLM beyond voluntary contributions. The Parties shall not be under any responsibility, individually or collectively, for any debts, liabilities or obligations of PISLM. Financing of the PISLM's activities shall be undertaken pursuant to Article 23 of the Constitution.

**Article 4**  
**Signature and Accession**

1. This Agreement shall be open for signature in 2023 to the Member and Associate Member States of the Caribbean Community (CARICOM) from 30<sup>th</sup> September 2023 to 31<sup>st</sup> December 2023.
2. This agreement shall be done in two equally authentic original texts in both the English and French languages.
3. The Ministry of Foreign Affairs of Grenada shall be the Depository of this Agreement.
4. After the expiration of the period specified in paragraph 1, this Agreement shall remain open for accession by any State subject to prior approval by the Executive Committee by a simple majority.
5. Instruments of accession shall be deposited with the Depository of this Agreement.

**Article 5**  
**Entry into Force**

1. This Agreement and the Constitution appended hereto shall enter into force upon signature by three States. The three original signatories to this Agreement shall thereafter be referred to as the Sponsors.
2. For each State depositing an instrument of accession, this Agreement shall enter into force thirty (30) days following the date of receipt by the Depository of such instrument.

**Article 6**  
**Amendment**

The amendment of this Agreement and fundamental provisions of the Constitution (as defined in Article 27 of the Constitution) shall be subject to the approval of the Parties to this Agreement. Such proposed amendments shall, following approval by the Executive Committee, be conveyed to the Parties to this Agreement and shall enter into force thirty (30) days after receipt by the Depository of instruments of acceptance of the amendment from at least two-thirds of the Parties to this Agreement.

**Article 7**  
**Withdrawal and Dissolution**

Any Party may withdraw from this Agreement by providing written notification through diplomatic channels to the Depository, six (6) months in advance of the effective date of withdrawal, without prejudice to its compliance with the pending obligations to ongoing projects. Such withdrawal shall in no way affect contractual or other obligations entered into by the PISLM prior to notice of withdrawal being given.

**Article 8**  
**Status, Privileges, and Immunities**

Members shall accord to the PISLM Secretariat, offices, officials and representatives within their jurisdictions, the status, immunities, exemptions and privileges set out in Articles 9 to 15 in order to enable it to effectively fulfil its objectives and carry out the functions entrusted to it.

**Article 9**  
**Legal Status of the PISLM**

1. The PISLM shall possess full juridical personality and, in particular, full capacity to:
  - a. contract;
  - b. acquire and dispose of moveable and immoveable property.
  - c. institute legal proceedings.
2. The PISLM may enter into agreements with Members, third Party States and other international organizations for the achievement of its objectives.
3. In any legal proceedings, the PISLM shall be represented by the Executive Director.

**Article 10**  
**Legal Process**

1. The PISLM shall be immune from every form of legal process, except in cases arising out of or in connection with the purchase of land, securities or merchantable commodities, in which cases actions may be brought against the PISLM, in a court of competent jurisdiction in the territory of a Member in which the PISLM has an office or in a non-Member State where the PISLM has appointed an agent for the purpose of accepting service or notice of process.
2. Notwithstanding the provisions of paragraph 1, no action shall be brought against the PISLM by a Member or any agency thereof, or by any entity or person directly or indirectly acting for or deriving claims from a Member. Members shall have recourse to such special procedures for the settlement of disputes between the PISLM and its Members as may be provided for in this Agreement.
3. The PISLM, its property and assets wheresoever located and by whomsoever held, shall be immune from all forms of seizure, attachment, or execution before delivery of final judgment against the PISLM.
4. Nothing in this Agreement shall be construed as disentitling a person aggrieved by a motor vehicle accident from instituting legal proceedings against the PISLM, its officials, representatives or experts.

**Article 11**  
**Immunity of Assets and Archives**

1. Property and assets of PISLM, wherever located and by whomsoever held, shall be immune from search, requisition, confiscation, expropriation, or any other form of taking or foreclosure by executive or legislative action.
2. The archives of the PISLM and, in general, all documents belonging to or held by PISLM, shall be inviolable, wherever located.

**Article 12**  
**Freedom of Assets from Restrictions**

To the extent necessary to achieve the objectives and perform the functions of PISLM effectively, and subject to the provisions of the Agreement, the PISLM:

- a. may hold assets of any kind and operate accounts in any currency.
- b. shall be free to transfer its assets from one country to another or within any country, and to convert any currency held by it into any other currency,

without being restricted by financial controls, regulations or moratoria of any kind.

**Article 13**  
**Privilege for Communications**

Official communications of PISLM shall be accorded by each Member, treatment not less favourable than that it accords to the official communications of any other Member.

**Article 14**  
**Privileges and Immunities of PISLM Personnel**

The Executive Director, other senior officials of PISLM notified to and approved by the Government of Members, Members of the Executive Committee and Council, and experts performing missions for PISLM:

- a. shall be immune from legal process in respect of acts performed by them in their official capacity;
- b. shall, unless they are local citizens or nationals, be accorded such immunities from immigration restrictions, alien registration requirements and national service obligations, and such facilities as regards exchange regulations as are not less favourable than those accorded by Members concerned to the representatives, officials and experts of comparable rank of any other Member;
- c. shall be granted such repatriation facilities in time of international crisis as are not less favourable than those accorded by the Members concerned to the representatives, officials and experts of comparable rank of any other Member.

**Article 15**  
**Exemption from Taxation**

1. PISLM, its assets, property, income, operations and transactions shall be exempt from all direct taxation and from all customs duties on goods imported for its official use.
2. Notwithstanding the provisions of paragraph 1 of this Article, PISLM shall not claim exemption from taxes which are no more than charges for public utility services.
3. PISLM will not normally claim exemption from excise duties and from taxes on the sale of moveable and immoveable property which form part of the price to be paid. Nevertheless, where PISLM is making important purchases for official use of property on which such duties and taxes have been charged or are chargeable, Members shall, whenever possible, make appropriate administrative arrangements for the remission or the return of the amount of duty or tax.

4. Articles imported under an exemption from customs duties as provided by paragraph 1 of this Article, or in respect of which a remission or return of duty or tax has been made under paragraph 3, shall not be sold in the territory of the Member granting the exemption, remission or retrieve except under conditions agreed with the Member.
5. No tax shall be levied in respect of salaries and emoluments paid by PISLM to the Executive Directors, Officials or Experts performing missions for PISLM. However, Members reserve the right to tax their own citizens, nationals or persons permanently resident in the territories of such Members.

**Article 16**  
**Waiver of Immunities, Exemptions and Privileges**

1. The exemptions, immunities and privileges provided in Articles 10-15 are granted in the interest of PISLM. The Council may waive to such extent and upon such conditions as it may determine, the immunities, exemptions and privileges provided in the said Articles in cases where such action would, in its opinion, be appropriate in the best interest of the PISLM.
2. The Executive Director shall have the right and duty to waive any immunity, exemption or privilege in respect of any official or expert performing a mission for PISLM where, in his/her opinion, the immunity, exemption or privilege would impede the course of justice and could be waived without prejudice to the interests of the PISLM.
3. In similar circumstances and under the same conditions, the Council shall have the right and duty to waive any immunity, exemption, or privilege in respect of the Executive Director.

**Article 17**  
**Implementation**

Every Member shall take appropriate steps to make the provisions of Articles 9-16 effective within its jurisdiction and shall inform the PISLM Secretariat promptly.

The Agreement and Constitution entered into force 2 May 2024.

**IN WITNESS WHEREOF** the undermentioned representatives duly authorized in that behalf have executed this Agreement for their respective Governments

Signed by

For the Government of Barbados, on

At  
Signed by 

For the Government of the Commonwealth of Dominica, on 11<sup>th</sup> April 2024

at St Georges, Grenada

Signed by 

For the Government of Grenada, on the 11th day of April, 2024

at St. George's, Grenada

Signed by 

For the Government of St Lucia, on 11 day of April, 2024

at St. Georges, Grenada.

# **CONSTITUTION FOR THE PARTNERSHIP INITIATIVE FOR SUSTAINABLE LAND MANAGEMENT**

## **Article 1 Establishment**

The Partnership Initiative for Sustainable Land Management (hereinafter referred to as "PISLM") is hereby constituted as an international organization and governed by this Constitution.

## **Article 2 Status**

1. PISLM shall operate as a non-profit autonomous organization, international in status and non-political in management, staffing and operations. PISLM shall be organized exclusively for the purpose of scientific research, information dissemination, and technology transfer in sustainable land and soil management.
2. PISLM shall possess full juridical international personality and enjoy such legal capacities as may be necessary for the exercise of its functions and the fulfilment of its mandate.

## **Article 3 Location of Headquarters**

The country of location of PISLM's headquarters shall be Grenada, and in accordance with the requirements for the exercise of the functions and the fulfilment of the purposes of PISLM, the Council may establish offices in other locations as required to support the programs of PISLM.

## **Article 4 Membership**

1. Membership of the PISLM shall be open to the Member and Associate Member States of the Caribbean Community (CARICOM).
2. The Council may admit as Associate Members of the PISLM, extra-regional States, State entities or Territories which in the opinion of the Council contribute substantially to the achievement of the objectives of the PISLM and are able and willing to enjoy the rights and discharge the obligations set out in this Agreement.
3. Entities mentioned in paragraph 2 desirous of becoming Associate Members of the PISLM, shall submit an application in that regard to the Executive Committee which it shall transmit to the Council for consideration and action.

4. Notwithstanding the provisions of paragraph 3, the following organizations are hereby recognized as meeting the conditions to be admitted as Observers and shall be invited by the Council to participate in the work of the PISLM on mutually agreed terms and conditions:

- a. the Caribbean Community (CARICOM),
- b. the Caribbean Development Bank (CDB),
- c. the Caribbean Disaster Emergency Response Agency (CDERA),
- d. the Caribbean Institute of Meteorological and Hydrology (CIMH)
- e. Caribbean Agricultural Research and Development Institute (CARDI)
- f. Caribbean Youth Environment Network (CYEN)
- g. Caribbean Policy Development Center (CPDC)
- h. University of the West Indies (UWI),
- i. the Association of Caribbean States (ACS)
- j. the Organisation of American States (OAS)
- k. Inter-American Institute for Cooperation on Agriculture (IICA)
- l. United Nations Convention to Combat Desertification (UNCCD)
- m. United Nations Environment Programme (UNEP)
- n. Food and Agricultural Organization (FAO)
- o. Global Environment Fund (GEF)
- p. Gesellschaft für Internationale Zusammenarbeit (German: Society for International Cooperation) (GIZ)
- q. Green Climate Fund (GCF)

## **Article 5** **Purpose**

1. The objectives of the PISLM shall be:

- i. to promote sustainable land and soil management within the Caribbean;
- ii. to provide strategic direction, in analyzing, defining and responding to land and soil degradation within the Caribbean;
- iii. to enhance regional institutional capabilities for the co-ordination of national responses to the negative effects of land and soil degradation;
- iv. to provide comprehensive policy and technical support in the area of land and soil degradation and related issues and spearheading regional initiatives in those areas; and
- v. performing the role of executing agency for regional environmental, forestry and agricultural projects relating to land and soil degradation.

## **Article 6**

### **Functions**

1. In order to achieve its objectives, set out in Article 5 hereof, PISLM shall perform the following functions:
  - i. facilitate and coordinate the development of the Caribbean's positions on sustainable land and soil management and serve as an authoritative technical source for Caribbean countries to, inter alia, fulfil their responsibilities under the United Nations Convention to Combat Desertification (UNCCD) and the Barbados Programme of Action (BPOA);
  - ii. provide, on request, Members and Associate Members with strategic assistance for public education and awareness campaigns at the national and regional levels to involve all regular stakeholders, both public and private;
  - iii. in collaboration with Members and relevant agencies, develop special programmes;
  - iv. conduct relevant research in sustainable land management in the Caribbean;
  - v. enhancement of national capacities to meet the obligations under the UNCCD, BPOA and Mauritius Strategy of Implementation (MSI) through on-going teaching, training and collaboration;
  - vi. provide a bi-annual report on the state of Lands and Soils in the Caribbean region;
  - vii. build strategic partnerships and alliances with regional and international partners;
  - viii. mobilize resources for dealing with land and soil degradation issues;
  - ix. conduct, promote and support research that can provide the basis for sustainable forestry and forest systems in developing countries, thereby enhancing the environment, development and well-being of their peoples;
  - x. keep itself informed of the policies, practices and capabilities of other agencies active in forestry and forestry research and shall, upon request, serve in an advisory role on these matters within and outside the PISLM;
  - xi. perform such other activities as the Executive Committee may find necessary or useful in furtherance of its purpose set forth in Article 5 hereof;

**Article 7**  
**Powers**

1. In furtherance of the aforesaid aims and activities, PISLM shall have the following powers:
  - i. to receive or otherwise lawfully obtain from any governmental authority or from any corporation, company, association, person, firm, foundation or other entity whether international, regional or national, such charters, licenses, rights, concessions or similar rights, and assistance - financial or otherwise - as are conducive to and necessary for the attainment of the aims of the PISLM;
  - ii. to receive, acquire or otherwise lawfully obtain from any governmental authority or from any corporation, company, association, person, firm, foundation or other entity, whether international, regional or national, by donation, grant, exchange, devise, bequest, purchase or lease, either absolutely or in trust, contributions consisting of such properties, real, personal, or mixed including funds and valuable effects or items, as may be useful or necessary to pursue the aims and activities of the PISLM and to hold, operate, administer, use, sell, convey or dispose of the said properties;
  - iii. to enter into Agreements, Memoranda of Understanding and Contracts;
  - iv. to employ persons according to its own regulations;
  - v. to institute, and defend in, legal proceedings; and
  - vi. to perform all acts and functions as may be found necessary, expedient, suitable or proper for the furtherance, accomplishment or attainment of any and/or all of the purposes and activities herein stated, or which shall appear, at any time, as conducive to or necessary and useful for the aims and activities of PISLM.
2. No part of the earnings of PISLM shall inure to the benefit of, or be distributable to, its members, officers, or other private persons, except that PISLM shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purpose set forth in Article 5 hereof.

**Article 8**  
**Organs**

The organs of PISLM shall be:

1. The Council
2. The Executive Committee
3. The Advisory Committee, and
4. The PISLM Secretariat

**Article 9**  
**The Council**

1. The Council shall be the principal policy-making organ of PISLM.
2. The Council shall be comprised of Ministers responsible for UNCCD and the Land issues under the BPOA.
3. The Council shall meet at least once every two (2) years, or as otherwise decided by the Council. An extraordinary session of the Council shall be convened upon the initiative of one-third of the Members. Sessions of the Council shall take place at the headquarters of the PISLM, unless the Council decides otherwise.
4. The Council shall adopt its rules of procedure by consensus at its first session. For the avoidance of doubt, this Agreement prevails to the extent of any inconsistency between this Agreement and the rules of procedure.
5. The Council may grant Observer status to non-state entities such as intergovernmental organizations, private companies, research institutes and non-governmental organizations (NGOs), based on the criteria agreed by the Council. Representatives with Observer status may engage in discussions in the Council but shall not have voting rights in Council deliberations. Further provisions relating to the participation of Observers in the Council may be made in the rules of procedure referred to in paragraph 4.

**Article 10**  
**Functions and Powers of the Council**

The Council shall:

1. Consider and adopt measures to establish, review and update the policies and procedures of PISLM, as well as to evaluate its work and the accomplishment of its objectives;
2. Review periodically and approve, on the basis of recommendations of the Advisory Committee, the Scientific Agenda of PISLM and to consider and approve its long-range plans, annual program and budget, taking into account:
  - i. The processes or issues that are unique to the region and their significance on a global scale; and
  - ii. The research strengths within the region and how those strengths can be best utilized in order to contribute to the global effort to understand and promote Sustainable Land Management and Sustainable Soil Management.
3. Consider and approve the financial policies of PISLM submitted by the Executive Director;
4. Confirm the Members of the Executive Committee, the members of the Advisory Committee, and the Executive Director;

5. Issue, through the Executive Director, invitations to become Associates of PISLM, as provided in Article 4 of this Constitution;
6. Authorize the Executive Director to conclude with an accepting Associate an Agreement of Association;
7. Decide on the development and designation of national PISLM offices and on their location;
8. Make decisions regarding the location of the Headquarters;
9. Establish ad hoc committees as necessary;
10. Perform other functions as necessary to achieve the objectives of the PISLM.

**Article 11**  
**Voting by the Council**

Voting by the Council is regulated as follows:

1. Each member of the Council has one vote, except the Executive Director who has no vote;
2. The Chairperson of the Council has a casting vote; and
3. Decisions of the Council shall be made by a majority of the voting members present except as specified otherwise in this Constitution.

**Article 12**  
**Procedure of the Council**

1. The Council shall appoint one member as Chairperson on a rotating basis from amongst the Ministers responsible for UNCCD. The normal term of the Chairperson shall be two years.
2. The Council shall meet at least once bi-annually, unless otherwise decided by the Council.
3. The Council shall adopt its own rules of procedure, consistent with this Constitution.
4. Fifty percent plus one of the members shall constitute a quorum for Council meetings.

**Article 13**  
**The Executive Committee**

1. The Executive Committee shall consist of up to seven members, selected as follows:
  - a. At least three UNCCD Focal Points nominated by the Caribbean Sustainable Land Management Group (CSLMG);
  - b. At least two Global Soil Partnership (GSP) Focal Points nominated by the Caribbean Soil Support Group (CSSG);
  - c. One Chairperson appointed in accordance with Article 16 hereof;
  - d. One ex-officio member appointed by the country which hosts the headquarters of PISLM; and
  - e. The Executive Director of PISLM as a non-voting ex-officio member.
2. The members of the Executive Committee, except the Executive Director who serves as a member for her/his whole term of office and the member appointed by the host country, shall be appointed for terms of no more than two (2) years as determined by the Executive Committee in advance of the appointment. Vacancies among members nominated by the PISLM and among the members-at-large by reason of their retirement, death, incapacity or any other cause shall be filled in the same manner as the original appointments. A new member appointed to replace a member during the latter's term may be appointed for the remaining term of the member being replaced.
3. The members of the Executive Committee are eligible for reappointment for a second term but shall not serve more than two successive terms, except that the member elected as Chairperson may have her/his term extended by the Executive Committee in order to coincide with her/his appointment as Chairperson, provided that no member shall serve for more than eight consecutive years on the Executive Committee. To ensure continuity of policies and operations, members shall serve staggered terms as determined by the Board.
4. The term of office and the selection of the member appointed by the host country shall be determined by the host country.
5. The PISM Secretariat shall serve as Secretary to the Board.

**Article 14**  
**Functions and Powers of the Executive Committee**

1. The Executive Committee's role shall be to ensure that:
  - i. PISLM has objectives, programs and plans that are consistent with its purpose;
  - ii. PISLM is managed effectively by the Executive Director in harmony with the agreed objectives, programs and budgets, and in accordance with legal and regulatory requirements; and

2. To this end, the Executive Committee shall have the following duties:

- i. definition of objectives and approval of plans to meet PISLM's purpose and to monitor the achievement of this purpose;
- ii. specification of policies to be followed by the Executive Director in pursuing the specified objectives;
- iii. appointment of the Executive Director, determination of her/his terms of employment, monitoring her/his performance and dismissal of the Executive Director if her/his performance is inadequate;
- iv. appointment of the members of the Advisory Committee;
- v. approval of personnel policies including scales of salaries and benefits;
- vi. determination, upon the advice of the Executive Director, of priorities relating to major elements within and between PISLM's programs;
- vii. approval of PISLM's program and budget and PISLM's Annual Report;
- viii. ensuring financial integrity and accountability;
- ix. appointment of an external auditor and approval of an annual audit plan;
- x. approval of an investment policy and monitoring of its implementation;
- xi. overseeing of major borrowing, major expansion including the acquisition of major equipment and facilities, and the disposal of major assets;
- xii. ensuring that due consideration is given to the recommendations and suggestions made by reviews pertinent to PISLM's operation and activities;
- xiii. ensuring members of the Executive Committee have no conflict of interest;
- xiv. maintaining the composition of the Executive Committee with respect to the expertise needed to discharge the full range of its responsibilities, and monitoring and evaluating the performance of PISLM; and
- xv. perform all other acts that may be considered necessary, suitable and proper for the attainment of the purpose of PISLM as set forth in Article 5 hereof.

3. The Executive Committee may establish such other subsidiary committees as it deems necessary for the performance of its functions.

**Article 15**  
**Voting by the Executive Committee**

Voting by the Executive Committee is regulated as follows:

1. Each member of the Executive Committee has one vote, except the Executive Director who has no vote;
2. The Chairperson of the Executive Committee has a casting vote; and
3. Decisions of the Executive Committee shall be made by a majority of the voting members present except as specified otherwise in this Constitution.

**Article 16**  
**Procedure of the Executive Committee**

1. The Executive Committee shall elect one member as Chairperson from among the UNCCD Focal Points. The normal term of the Chairperson shall be two (2) years. The Executive Committee may re-elect its Chairperson for a second term of not more than three years, provided that Executive Committee membership shall not exceed eight consecutive years at the expiry of such second term.
2. The Executive Committee shall meet at least twice annually.
3. The Executive Committee shall adopt its own rules of procedure, consistent with this Constitution.
4. A majority of the members shall constitute a quorum for Executive Committee meetings.

**Article 17**  
**The Advisory Committee**

1. The Advisory Committee, as a consultative and advisory organ of the PISLM, shall have a key role in:
  - a. serving as a forum for public-private cooperation; and
  - b. advising the Council on the strategy and activities of the PISLM, including with regard to any synergies and linkages between the PISLM and other actors that may be pursued through Article 24 hereof.
2. The Advisory Committee shall be composed of leading, relevant experts and non-state actors. Applications for membership to the Advisory Committee shall be presented to the Executive Director in writing, and shall be approved by the Executive Committee in accordance with Article 14 (2) (iv) of this Constitution.

3. The Advisory Committee shall meet in regular sessions which shall be held at least once a year.
4. The Advisory Committee shall adopt its rules of procedure, and may elect a Chair, a Vice Chair and a Rapporteur.

**Article 18**  
**The PISLM Secretariat**

The Secretariat shall, under the guidance of the Executive Committee and the Council, be the chief operational organ of the PISLM, and be headed by an Executive Director.

**Article 19**  
**Appointment of the Executive Director**

1. The appointment of the Executive Director of PISLM, her/his term of office, and any termination for cause shall be decided by a two-thirds majority of all voting members of the Executive Committee.
2. The Executive Director shall be appointed initially for a fixed term not exceeding five (5) years with a substantive review of the Executive Director's performance before the end of that term. The appointment may be renewed for a second term to be determined by the Executive Committee.

**Article 20**  
**Functions and powers of the Executive Director**

1. The Executive Director shall be the Head of the PISLM.
2. The Executive Director is responsible to the Executive Committee for the operation and management of PISLM and for assuring that its programs and objectives are properly developed and carried out. The Executive Director is the Chief Executive Officer of PISLM.
3. The Executive Director shall implement the policies determined by the Council and the Executive Committee, follow the guidelines laid down by the Executive Committee for the functioning of PISLM and carry out the directions of the Executive Committee. Specifically, the Executive Director shall:
  - i. develop strategic and operational plans for the functioning of PISLM and keep these plans under continuing review;
  - ii. develop program and budget submissions and prepare PISLM's Annual Report;
  - iii. supervise the planning and direction of the PISLM's research programs and other activities to ensure effective programing, project implementation, analysis and evaluation of on-going programs and to provide vision and insight into global problems in developing strategies for future programs;

- iv. recruit and manage highly qualified and appropriately experienced staff;
  - v. keep and have available for review by the Executive Committee and other appropriate organs of PISLM, financial accounts and other records on a current basis;
  - vi. keep the Chairperson of the Executive Committee advised on matters of consequence that relate to PISLM; and
  - vii. perform such other functions as are delegated to her/him by the Executive Committee.
4. The Executive Director shall carry out any function conferred to her/him elsewhere in this Agreement or by the Council or the Executive Committee from time to time; and
  5. The Executive Director is the legal representative of PISLM and is authorized by the Executive Committee to sign all deeds, contracts, agreements, and other legal documents which are necessary to ensure the normal operation of PISLM. The Executive Committee may stipulate the extent to which these powers may be delegated by the Executive Director. Such delegation shall be evidenced by an instrument in writing, naming the person(s) or position(s) to whom the delegation is made. Contracts and agreements which affect the governance, objectives, location, expansion or dissolution of PISLM, or major issues of the relationship with the host country, shall be subject to approval by the Executive Committee.

## **Article 21**

### **Staffing**

1. The paramount consideration in the employment of staff and in the determination of the conditions of service shall be the necessity of securing the highest standards of quality, efficiency, competence and integrity.
2. The staff shall be appointed by the Executive Director under staff regulations approved by the Executive Committee.
3. Employment practices of PISLM shall not discriminate on the basis of gender, race, creed, colour, age, marital status or sexual preference.
4. Salary scales, insurance, pension schemes and any other terms of employment shall be laid down in staff regulations.

**Article 22**  
**Working Language**

1. The working language of the PISLM shall be English and French.

**Article 23**  
**Financing**

1. The financial operations of PISLM shall be governed by financial regulations adopted by the Executive Committee.
2. The regular budget of PISLM shall be funded primarily by the Reserved Fund as stated in Article 35 (3) thereof.
3. In accordance with Article 7 Paragraph 1 (ii & iii) and Article 24, the PISLM may enter into financial agreements or arrangements with other sources to implement its program.
4. The budget of PISLM shall be subject to approval by the Executive Committee.
5. A full financial audit of the operations of PISLM shall be conducted on an annual basis by an independent accounting firm appointed by the Executive Committee upon recommendation by the Executive Director. The results of such audits shall be made available by the Executive Director to the Executive Committee for its consideration and approval.

**Article 24**  
**Relationships with other Organizations**

In order to achieve its objectives in the most efficient way, PISLM may enter into agreements for cooperation with relevant national, regional or international organizations, foundations, agencies and institutions.

**Article 25**  
**Legal Personality and Capacity**

The PISLM shall possess legal personality and have the capacity:

- a. to contract;
- b. to acquire and dispose of immovable and movable property; and
- c. to institute and defend itself in legal proceedings.

**Article 26**  
**Rights, Privileges and Immunities**

1. PISLM shall make arrangements with its host country to ensure that the Headquarters, its staff members and official visitors shall enjoy in the territory of the host country the same rights, privileges and immunities as are customarily accorded to other international organizations, their officials, staff and official visitors. Such rights, privileges and immunities shall be specifically defined in a Headquarters Agreement with the host country.
2. Similarly, PISLM may, pursuant to Article 7 Subparagraph 1(i) of this Constitution, enter into agreements or arrangements with the other countries in which it works for the purpose of granting PISLM, its officials and staff such privileges and immunities as are required for such work.
3. The privileges and immunities referred to in paragraphs 1 and 2 herein are to be provided solely to ensure in all circumstances the unimpeded functioning of PISLM, and the complete independence of the persons to whom they are accorded.

**Article 27**  
**Amendments**

This Constitution may be amended by the Executive Committee by a two-thirds majority of all voting members of the Executive Committee, provided notice of such a proposed amendment together with its full text shall have been circulated to all members of the Executive Committee at least eight (8) weeks in advance of meeting, or such notice is waived by all voting members of the Executive Committee. Amendments of fundamental provisions of the Constitution shall be, in addition, subject to approval by the Parties to the Establishment Agreement in accordance with Article 6 of the Establishment Agreement. Those provisions shall include: the status, country of location and the purpose of PISLM, the number and method of selection of the Executive Committee members, and the dissolution of PISLM.

**Article 28**  
**Dissolution**

1. Subject to approval of a majority of the Parties to the Establishment Agreement, PISLM may be dissolved by a two-thirds majority of all voting members of the Executive Committee, if it is determined that the purpose of PISLM has been achieved to a satisfactory degree or if it is determined that PISLM will no longer be able to function effectively.
2. Upon dissolution, any remaining debts, liabilities or obligations of PISLM shall be subject to Article 3 of the Establishment Agreement. In case of dissolution, the disposition of assets other than land and fixed capital improvements thereon, shall be determined by the Parties to the Establishment Agreement, after receiving recommendations from the Executive Committee. The disposition of any land and permanent fixed capital improvements thereon shall, upon dissolution, be similarly determined by the Parties to the Establishment Agreement, subject to the relevant provisions of the

Headquarters Agreement with the host country. Upon dissolution of PISLM, the assets - excluding the land and fixed capital improvements thereon - shall firstly be used for paying for, or making provisions for, payment of all the liabilities and debts of the PISLM. Following payment of such liabilities, any remaining assets of PISLM shall be disposed of by the contributors exclusively for the purposes of the PISLM in such a manner, or to such organization or organizations, dedicated to and operated exclusively for educational or scientific purposes as the contributors shall determine. Any such assets not disposed of in accordance with the provisions of this Article, shall be disposed of in accordance with the relevant laws of the jurisdiction in which the headquarters of PISLM is located.

**Article 29**  
**Questions of Interpretations and Application**

1. Any question of interpretation or application of the provisions of this Constitution not otherwise expressly provided for shall be submitted to the Council for decision.
2. In any case where the Council has given a decision under paragraph 1 of this Article, any Member may require that the question be referred to an arbitral tribunal whose decision shall be final.
3. Pending the decision of the arbitral tribunal, the PISLM Secretariat, as it considers necessary, may act on the basis of the decision of the Council.

**Article 30**  
**Constitution of Arbitral Tribunal**

1. Each of the Members which are parties to a dispute shall be entitled to appoint one arbitrator. The two arbitrators chosen by the parties shall be appointed within fifteen (15) days following the decision to refer the matter to arbitration. The two arbitrators shall, within fifteen (15) days following the date of their appointments, appoint a third arbitrator who shall be the Chairman. As far as practicable, the arbitrators shall not be nationals of any of the parties to the dispute.
2. Where either party to the dispute fails to appoint its arbitrator under paragraph 1, the Secretary-General shall appoint the arbitrator within ten (10) days. Where the arbitrators fail to appoint a Chairman within the time prescribed, the Secretary-General shall appoint a Chairman within ten (10) days.
3. Where more than two Members are parties to a dispute, the parties concerned shall agree among themselves on the two arbitrators to be appointed within fifteen (15) days following the decision to refer the matter to arbitration and the two arbitrators shall within fifteen (15) days of their appointment appoint a third arbitrator who shall be the Chairman.
4. Where no agreement is reached under paragraph 3 herein, the Secretary-General shall make the arbitrators' appointment within ten (10) days from the time prescribed for their appointment by the parties. Where the arbitrators fail to appoint a Chairman within the time prescribed, the Secretary-General shall make the appointment within ten (10) days.

5. Notwithstanding paragraphs 1, 2, 3 and 4, Members which are parties to a dispute may refer the matter to arbitration and consent to the Secretary-General appointing a sole arbitrator who shall not be a national of a party to the dispute.

### **Article 31**

#### **Rules of Procedure of Arbitral Tribunal**

1. Subject to the relevant provisions of this Constitution, the Arbitral Tribunal shall establish its own rules of procedure.
2. The procedures shall assure a right to at least one hearing before the Arbitral Tribunal as well as the opportunity to provide initial and rebuttal written submissions.
3. The Arbitral Tribunal's hearings, deliberations and initial report, and all written submissions to and communications with the Arbitral Tribunal, shall be confidential.
4. The Arbitral Tribunal may invite any Member to submit views orally or in writing.
5. The award of the Arbitral Tribunal shall be confined to the subject-matter of the dispute and shall state the reasons on which it is based.
6. Where the parties cannot agree on the interpretation or implementation of the award, either party may apply to the Arbitral Tribunal for a ruling within thirty (30) days of the award. The term of the Arbitral Tribunal shall come to an end unless an application for a ruling has been received, in which case it shall continue for such reasonable time, not exceeding thirty (30) days, as may be required to make the ruling.
7. Decisions of the Arbitral Tribunal shall be taken by a majority vote of its members and shall be final and binding on the Members which are parties to the dispute.

### **Article 32**

#### **Third Party Intervention**

A Member who is not a party to a dispute, on delivery of a notification to the parties to a dispute and to the Secretary-General, shall be entitled to attend all hearings and to receive written submissions of the parties to a dispute and may be permitted to make oral or written submissions to the Arbitral Tribunal.

### **Article 33**

#### **Additional Information from Experts**

Where proceedings have commenced, the Arbitral Tribunal may, on its own initiative or on the request of a party to the dispute, seek information and technical advice from any expert or body that it considers appropriate, provided that the parties to the dispute so agree and subject to such terms and conditions as the parties may agree.

**Article 34**  
**Expenses of Arbitral Tribunal**

1. The expenses of the Arbitral Tribunal, including the fees and subsistence allowances of arbitrators and experts engaged for the purposes of a dispute, shall be borne equally by the Members which are parties to the dispute unless the Arbitral Tribunal, taking into account the circumstances of the case, otherwise determines.
2. Where a third party intervenes in the proceedings, the party shall bear the costs associated with the intervention.

**Article 35**  
**The Reserve Fund**

1. The PISLM shall establish a Reserve Fund along the lines set out in this Article.
2. The resources of the Reserve Fund shall consist of the following:
  - a. Grants from international donors and sponsors of PISLM;
  - b. grants from Members and Associate Members;
  - c. grants from entities, public and private, which are not sponsors of PISLM;
  - d. unspent balances from the annual budgets of PISLM;
  - e. revenues derived from the operations of PISLM;
  - f. income from investments of PISLM.
3. The resources of the Reserve Fund shall be employed to finance the recurrent and capital budgets of PISLM.
4. Withdrawal of resources from the Reserve Fund shall require the prior authorization of the Chairmen of the Executive Committee and the Council acting jointly.
5. The resources of the Reserve Fund shall be held in such liquid form as the Executive Committee may determine, provided that whenever it is in the interest of the PISLM, the resources of the Reserve Fund may be invested in the securities of the Region.
6. Investments mentioned in paragraph 5 shall be made by the Executive Director of the PISLM with the approval of the Executive Committee.
7. The finances of the Reserve Fund shall be audited annually by the auditors appointed by the PISLM Secretariat to audit its accounts. The Report of the Auditors shall be submitted to the Executive Committee for consideration and approval.

SCHEDULE 2

AGREEMENT BETWEEN THE PARTNERSHIP INITIATIVE FOR SUSTAINABLE  
LAND MANAGEMENT (PISLM) AND THE GOVERNMENT OF GRENADA

*(section 2)*

**AGREEMENT BETWEEN**  
**THE PARTNERSHIP INITIATIVE FOR**  
**SUSTAINABLE LAND MANAGEMENT (PISLM)**  
**AND**  
**THE GOVERNMENT OF GRENADA**

**Regarding the Headquarters of PISLM**

**(Draft: February 26, 2022)**

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**ANNEX A**

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## PREAMBLE

1. Recalling Decision 4 of 2003: of the Forum of Ministers of Environment for Latin America and the Caribbean, which decided:
  1. *To call for the establishment of a Caribbean SIDS Programme with support of UNEP to work along with existing and planned Caribbean institutions and mechanisms.*
  2. *To urge the critical elements highlighted by the Caribbean Regional Preparatory Meeting for the 10-Year Review of the BPOA be used as a basis for the Caribbean SIDS Programme, including, inter alia,*
    - a. ...
    - b. ...
    - c. *Support for capacity building at regional, sub-regional and national levels that includes institutional strengthening, technology transfer and training to strengthen resilience to vulnerabilities and ensuring that every effort be made to adopt a coordinated approach particularly with respect to the Multilateral Environmental Agreements (MEAs) and initiatives coordinated by UNEP from other funding institutions such as the Global Environment Facility (GEF)*
    - d. *Support for the establishment of partnership initiatives between key agencies to catalyse BPOA implementation, Civil Society, including the private sector, should also be included in these partnerships*
2. Recalling further Decision 5 of 2008: of the Sixteenth Session of the Forum of Ministers of Latin America and the Caribbean of 2008 in the Dominican Republic, it was decided that:
  1. *Acknowledging also the contribution made by the Government of Trinidad and Tobago, and other regional and international organizations including inter alia, the GM/UNCCD, the UNCCD Secretariat, FAO and UNEP/ROLAC to the development of the Partnership Initiative on Sustainable Land Management (PISLM) as part of the Caribbean SIDS Programme;*
  2. *To request to UNEP, GM/UNCCD, FAO and UNCCD Secretariat to continue supporting the Partnership Initiative on Sustainable Land Management as a main component of the Caribbean SIDS Programme as a vehicle for enhancing synergistic implementation of related MEAs;*
3. Recalling further the 25<sup>th</sup> Special Meeting of the Council for Trade and Economic Development (COTED) [Environment], held in April 2008 in Guyana, where it was decided:
  1. *Noted the relevant decisions of the Sixteenth Meeting of the Forum of Ministers of Environment for Latin America and the Caribbean, in particular Decision 5 of the Sustainable Development of SIDS.*

2. Acknowledged and thanked the Government of Trinidad and Tobago for hosting the Partnership Initiative on Sustainable Land Management (PISLM) Support Office through the Caribbean Network for Integrated Rural Development (CNIRD), and encouraged their continued institutional and technical support
3. Recommended the continued institutional and technical support from the International Community and UN entities such as UNEP, GM/UNCCD and FAO as well as other relevant regional and international organizations;
4. Agreed that the PISLM should be used as the framework for the implementation of the United Nations Convention to Combat Desertification (UNCCD), and the Land Management components of the Barbados Programme of Action (BPOA) and the MSI/BPOA in Caribbean SIDS, to the extent practicable, and also urged all Member States and relevant regional and international organizations to support and participate actively in this initiative, particularly as it seeks to address issues relating to rural development and poverty alleviation in the rural sector in the Caribbean SIDS

Desiring to conclude an agreement regarding the principal office of the **PARTNERSHIP INITIATIVE FOR SUSTAINABLE LAND MANAGEMENT (PISLM)** in Grenada and the privileges, immunities and facilities to be granted to it by the Government of Grenada and other related matters;

**HAVE AGREED** as follows:

## **ARTICLE I DEFINITIONS**

### *Section 1*

Unless otherwise specifically provided herein or the context otherwise requires, the following words shall have the following meanings:

- |                                   |  |
|-----------------------------------|--|
| (a) “ <b>Government</b> ”         | the Government of Grenada;   |
| (b) “ <b>PISLM</b> ”              | the Partnership Initiative for Sustainable Land Management;  |
| (c) “ <b>Executive Director</b> ” | the Executive Director of PISLM, and during his absence or incapacity, the officer authorized to act as Executive Director;  |
| (d) “ <b>Laws of Grenada</b> ”    | the Constitution of Grenada, its acts of Parliament, common law in force in Grenada, judicial decisions, statutory instruments, and any other enactments having the force of law in Grenada; |
| (e) “ <b>Headquarters Seat</b> ”  | (i) the appropriate premises defined in Annex A hereof;  |

- (ii) any premises, land or building which may from time to time be temporarily or permanently substituted for or added to the premises in subparagraph (i) above in accordance with this Agreement or by supplementary agreement; and
- (iii) the temporary offices as may be agreed upon between the Government and PISLM;
- (f) **“Member”** a State or Territory which has become a member of PISLM in pursuance of the relevant provisions of the Agreement establishing the PISLM;
- (g) **“Ministerial Council”** Minister responsible for UNCCD in the Caribbean and unless otherwise specified, their Alternates;
- (h) **“Delegates”** all individuals included in the delegations of Members, and duly accredited to PISLM;
- (i) **“Archives of PISLM”** records, correspondence, documents, manuscripts, still and moving pictures and films and sound recordings, belonging to, or held by PISLM;
- (j) **“Officers and Staff of the PISLM”** the Executive Director, and all other persons duly appointed and designated by the Executive Director as officers or members of the staff of PISLM;
- (k) **“Members of the Family”** the spouse and children of a person entitled to benefits under this Agreement; his parents; and unmarried brothers and sisters under the age of 21, more than one-half of whose financial support is provided by him;
- (l) **“Members of the Household Staff”** persons, other than national of Grenada, employed on the domestic staff of a person entitled to benefits under this Agreement; and
- (m) **“Property”** assets, funds, income and rights belonging to or held or administered by PISLM.

## **ARTICLE II**

### **JURIDICAL PERSONALITY AND FREEDOM OF ACTION**

#### ***Section 2***

The PISLM shall possess full juridical personality and, in particular, full capacity:

- (a) to contract;
- (b) to acquire and dispose of immovable and movable property; and
- (c) to institute legal proceedings.

#### ***Section 3***

The PISLM shall have the independence and freedom of action belonging to an international organization.

#### ***Section 4***

The PISLM, its Ministerial Council, other representatives of Members, Executive Director, officers and staff, and consultants and experts performing missions for the PISLM shall enjoy full freedom of meeting, discussion and decision.

## **ARTICLE III IMMUNITY FROM LEGAL**

### **PROCESS**

#### ***Section 5***

The PISLM shall enjoy immunity from every form of legal process, except in cases arising out of or in connection with the exercise of its powers to borrow money, or to guarantee obligations, in which cases action may be brought against the PISLM in a court of competent jurisdiction in Grenada.

#### ***Section 6***

- (a) Notwithstanding the provisions of Section 5 of this Article, no action shall be brought against the PISLM by the Government or by any of its agencies, or by any entity or person directly or indirectly acting for or deriving claims from the Government or from any of its agencies.
- (b) The Government shall have recourse to such special procedures for the settlement of disputes between the PISLM and its Members as may be prescribed in the Agreement establishing the PISLM, in the By-Laws and regulations of the PISLM or in contracts entered into with the PISLM.

#### ***Section 7***

The PISLM and its property, wherever located and by whomsoever held, shall be immune from all forms of seizure, attachment or execution before the delivery of final

judgement against the PISLM.

## ARTICLE IV

### THE HEADQUARTERS SEAT

#### *Section 8*

- (a) The principal office of the PISLM shall be in the Headquarters Seat and shall not be removed therefrom unless the PISLM should so decide. Any transfer of the principal office temporarily to another place shall not constitute a removal of the principal office unless there is an express decision by the PISLM to that effect.
- (b) Any building in or outside of Saint George's which may be used with the concurrence of the Government for meetings convened by the PISLM shall be temporarily included in the Headquarters Seat.
- (c) The Government shall take whatever action may be necessary to ensure that the PISLM shall not be dispossessed of all or any part of the Headquarters Seat without the express consent of the PISLM.

#### *Section 9*

The Government shall not dispose of all or any part of the premises in Annex A hereto without the consent of the PISLM.

#### *Section 10*

The PISLM, except as may be agreed otherwise between the Government and the PISLM, shall be responsible for:

- (a) The cost of the Headquarters Seat; repairs, whether of a recurring or non-recurring nature, including, but not limited to the repair of damage resulting from force majeure, structural defects or deterioration; the replacement, within a reasonable period, of the offices, or any part thereof, which may be totally or partially destroyed, and expansion or remodeling as may be agreed upon;
- (b) The installation, maintenance, repair and replacement, if necessary, of the necessary facilities and fixtures, including but not limited to, air-conditioning, elevators, electricity, gas, telephone, water, sewerage and drainage, fire prevention and postal system; the cost of providing necessary staff amenities, including a canteen, sick rooms and recreation rooms, the cost of partitioning; and the cost of furniture, furnishings and carpeting as agreed upon between the PISLM and the Government; and
- (c) Parking facilities convenient to and adequate for the needs of the PISLM.

#### *Section 11*

The PISLM shall be responsible for:

- (a) The maintenance and re-arranging of partitioning; and
- (b) The cost of additional furniture; janitorial services; security services; electricity and telephone bills; and the cost of office equipment other than furniture, furnishings and fixtures, and their maintenance, repair and replacement, if necessary.

## **ARTICLE V**

### **INVIOABILITY OF THE HEADQUARTERS SEAT**

#### ***Section 12***

- (a) The Headquarters Seat shall be inviolable and shall be under the control and authority of the PISLM. Except in connection with suits and judgements against the PISLM authorized by the Agreement establishing the PISLM, no officer or official of the Government, or other person exercising any public authority within Grenada shall enter the Headquarters Seat to perform any duties therein without the consent of, and under conditions approved by, the PISLM nor shall the service of legal process, including the search for or seizure of private property, take place within the Headquarters Seat without the express consent of, and under conditions approved by, the PISLM.
- (b) The PISLM and the Government shall agree on the circumstances and manner in which the appropriate authorities of Grenada may enter the Headquarters Seat without the prior consent of the PISLM in connection with fire prevention, sanitary regulations or emergencies.

#### ***Section 13***

- (a) Except as otherwise provided in this Agreement and subject to any regulation enacted under Section 15 hereof, the laws of Grenada shall apply within the Headquarters Seat.
- (b) Except as otherwise provided in this Agreement, the courts or other appropriate organs of the Government shall have jurisdiction, as provided in applicable laws, over acts done and transactions taking place in the Headquarters Seat. When dealing with cases arising out of or relating to acts done or transactions taking place in the Headquarters Seat, the courts or their appropriate organs of the Government shall take into account the regulations enacted by the PISLM under Section 15.

#### ***Section 14***

- (a) The PISLM shall have the power to make regulations, operative within the Headquarters Seat, for the purpose of establishing therein conditions in all respects necessary for the full and independent exercise of its functions.

The Government shall not, except at the request of or with the consent of the PISLM, enforce or apply within the Headquarters Seat any law of Grenada providing for any matter with respect to which the PISLM is authorized by this section to make regulations and with respect to which regulations so made by the PISLM are in force. Any dispute between the PISLM and the Government as to whether a regulation of the PISLM is authorised by this section, or as to whether a law of Grenada provides for any matter covered by any regulation of the PISLM authorized by this section, shall be promptly settled by the procedure set out in Section 57. Pending such settlement, the regulation of the PISLM shall apply and the Government shall not apply such part of the law of Grenada as the PISLM claims provides for a matter covered by the regulation of the PISLM.

- (b) The PISLM shall from time to time inform the Government, as may be appropriate, of regulations made by it in accordance with sub-section (a) above.
- (c) This section shall not prevent the reasonable application of fire protection or sanitary regulations of the appropriate authorities of Grenada.

#### ***Section 15***

Subject to the provisions of Article XII of this Agreement, the PISLM shall prevent the Headquarters Seat from becoming a refuge for fugitives from justice, persons subject to extradition, or persons avoiding service of legal process or a judicial proceeding.

#### ***Section 16***

The PISLM may expel or exclude persons from the Headquarters Seat for violation of its regulations issued under Section 14, or for other causes. Persons who violate such regulations shall be subject to other penalties or to detention under arrest only in accordance with the provisions of such laws or regulations as may be adopted by the Government.

### **ARTICLE VI**

#### **PROTECTION OF THE HEADQUARTERS SEAT**

#### ***Section 17***

The Government shall exercise due diligence to ensure that the tranquility of the Headquarters Seat is not disturbed by the unauthorized entry of any person or group of persons from outside or by disturbances in its immediate vicinity and shall, without impeding the movement of persons authorized to enter or leave the Headquarters Seat, provide on the boundaries of the Headquarters Seat such police protection as may be required for these purposes.

#### ***Section 18***

If so requested by the PISLM, the Government shall provide a sufficient number

of police for the preservation of law and order in the Headquarters Seat and for the removal therefrom of persons whose removal is requested by the PISLM.

***Section 19***

Consistent with applicable zoning, sanitary and building regulations, the Government shall take all reasonable steps to ensure that the amenities of the Headquarters Seat are not prejudiced, and that the purposes for which the Headquarters Seat is required are not obstructed, by any use made of the land or buildings in the vicinity of the Headquarters Seat or by any other cause.

**ARTICLE VII**

**PUBLIC SERVICES IN THE HEADQUARTERS SEAT**

***Section 20***

The Government shall, upon the request of the PISLM, ensure that the PISLM shall be provided, on terms not less favourable than those accorded to the Government, with necessary utilities and public services, including, but not limited to electricity, water, sewerage, gas, post, telephone, telegraph, local transportation, drainage, collection of refuse and fire protection. In case of any interruption or threatened interruption of any of the said services the Government shall take steps to ensure that the authorities responsible for such services consider the needs of the PISLM of equal importance to those of essential agencies of the Government and that the work of the organization is not prejudiced.

***Section 21***

With the consent of the PISLM, which consent shall not be unreasonably withheld, duly authorized representatives of public utilities may inspect, repair, maintain, reconstruct and relocate utilities, conduits, mains and sewers within the Headquarters Seat and its facilities.

**ARTICLE VIII**

**COMMUNICATIONS**

***Section 22***

All communications to and from the PISLM, its Ministerial Council, other representatives of Members, Executive Director, officers and staff or consultants and experts performing missions for the PISLM, by whatever means or in whatever form transmitted, shall be immune from censorship and any other form of interception or interference with their privacy. Such communications shall include but shall not be limited to correspondence, publications, documents, still and moving pictures, films and sound recordings.

***Section 23***

The PISLM shall have the right to use codes and to dispatch and receive communications and without limitation by reason of this enumeration, correspondence, publications, documents, still and moving pictures, films and sound recordings, either by courier or in sealed bags which shall have immunities and privileges not less favourable than those accorded to diplomatic couriers and bags.

#### ***Section 24***

The PISLM shall enjoy, in Grenada for its official communications, treatment not less favourable than that accorded by the Government to any other government, including the diplomatic mission in Grenada of any such government, in the matter of priorities, rates and surcharges on mail, cables, telegrams, radiograms, telephotos, telephone and other communications, and press rates for information to the press and radio.

#### ***Section 25***

The PISLM shall be authorized to operate at the Headquarters Seat point-to-point telecommunication circuits with branch offices or project sites as may be required. The PISLM shall also be authorized to operate at the Headquarters Seat point-to-point telecommunication circuits with other international organizations within or outside Grenada.

#### ***Section 26***

The PISLM shall also be authorized to establish and operate at the Headquarters Seat:

- (a) its own short-wave sending and receiving radio broadcasting facilities, including emergency link equipment, which may be used on the same frequencies, within the tolerances prescribed for the broadcasting service by applicable laws of Grenada for radio-telegraph, radio-telephone and similar services; and
- (b) such other radio facilities as may be specified by supplementary agreement.

#### ***Section 27***

The PISLM shall make arrangements for the operation of the services referred to in Sections 25 and 26 with the Caribbean Broadcasting Union or any such other appropriate provider, the appropriate agencies of the Government and the appropriate agencies of other affected Governments with regard to all frequencies and similar matters.

#### ***Section 28***

The facilities provided for in Sections 25 and 26 may, to the extent necessary for efficient operation, be established and operated outside the Headquarters Seat with the consent of the Government. The latter shall, at the request of the PISLM, make arrangements on such terms and in such manner as may be agreed upon for the acquisition or use by the PISLM of appropriate premises for such purposes, and for their inclusion in the Headquarters Seat. Any facilities established by the PISLM outside the Headquarters Seat

in pursuance of this Section shall enjoy the same inviolability and protection as those accorded to the Headquarters Seat under Articles V and VI of this Agreement.

## **ARTICLE IX**

### **PROPERTY OF THE PISLM AND TAXATION**

#### ***Section 29***

The property and assets of the PISLM, wherever located and by whomsoever held, shall be immune from search, requisition, confiscation, expropriation and any other form of interference, taking or foreclosure, whether by executive, administrative, or legislative action.

#### ***Section 30***

The archives of the PISLM shall be inviolable, wherever located.

#### ***Section 31***

The PISLM, its assets, property, income and its operations and transactions shall be exempt from:

- (a) all forms of taxation and any obligation for the payment, withholding or collection of any tax or duty. Such exemption shall extend to any specifically identifiable taxes payable by the owner or lessor of any property rented by PISLM which are made payable by the PISLM in the rental or lease contract between the PISLM and the owner or lessor of the property. The PISLM will not claim exemption from taxes or charges which are not more than payments for public utility services;
- (b) all customs duties and other levies on any goods, articles including motor vehicles, spare parts and publications, imported or exported by the PISLM for its official use, and any obligation for the payment, withholding or collection of any such customs duties and other levies. The PISLM and the Government shall agree on the conditions under which goods, articles, including motor vehicles, spare parts and publications imported under such exemption may be sold in Grenada; and
- (c) all prohibitions and restrictions on imports and exports in respect of any goods, articles, including motor vehicles, spare parts and publications intended for the official use of the PISLM.

#### ***Section 32***

- (a) In so far as the Government, for important administrative considerations, may be unable to grant to the PISLM exemption from indirect taxes which constitute part of the cost of goods purchased by or services rendered to the PISLM, including rentals, the Government shall reimburse the PISLM for such taxes by the payment, from time to time, of lump sums to be agreed

upon by the PISLM and the Government. It is, however, understood that the PISLM will not claim reimbursement with respect to minor purchases. With respect to such taxes, the PISLM shall at all times enjoy at least the same exemptions and facilities as are granted to the Government itself or to heads of diplomatic missions accredited to Grenada, whichever are the more favourable.

## **ARTICLE X FINANCIAL**

### **FACILITIES**

#### ***Section 33***

Without being restricted by financial controls, regulations or moratoria of any kind, the PISLM may freely:

- (a) purchase, hold and dispose of any assets, funds, currencies, financial instruments, securities and gold, operate accounts in any currency, engage in financial transactions and conclude financial contracts;
- (b) transfer its assets, funds, currencies, financial instruments, securities or gold, to or from, or within Grenada and convert any currency held by it into any other currency; and
- (c) raise funds through the exercise of its borrowing power or in any other manner which it deems desirable, except that with respect to the raising of funds within Grenada, the PISLM shall obtain the concurrence of the Government.

#### ***Section 34***

The Government shall provide the PISLM, at the most favourable exchange rate officially recognized, its national currency, in the amounts required to meet expenditures of the PISLM in Grenada.

#### ***Section 35***

In exercising its rights under this Article, the PISLM shall give due regard to representations made by the Government insofar as the PISLM considers that effect can be given to such representations without detriment to its interests.

## **ARTICLE XI**

### **SOCIAL SECURITY AND PENSION FUND**

#### ***Section 36***

Any Staff Pension Fund established by the PISLM shall have legal capacity in

Grenada and shall enjoy the same exemptions, privileges and immunities as the PISLM itself.

***Section 37***

The PISLM shall be exempt from all compulsory contributions to, and officials of the PISLM shall not be required by the Government to participate in, any social security scheme of Grenada.

***Section 38***

If the PISLM so requests, however, the Government shall make such provisions as may be necessary to enable any official of the PISLM who is not afforded social security coverage by the PISLM to participate in any social security scheme of Grenada. The PISLM shall, in so far as possible, arrange, under conditions to be agreed upon, for the participation in the Grenada social security system of those locally recruited members of the staff who do not participate in the Staff Pension Fund established by it or to whom the PISLM does not grant social security protection.

**ARTICLE XII ACCESS AND**

**RESIDENCE**

***Section 39***

The Government shall take measures to facilitate the entry into, residence and freedom of movement in, and departure from Grenada of the persons listed below, irrespective of nationality; it shall ensure that no impediment is placed in the way of their transit to and from the Headquarters Seat and shall afford them any necessary protection in transit:

- (a) Members of the Ministerial Council and other representatives of Members;
- (b) Executive Director;
- (c) Officers and staff of the PISLM;
- (d) Consultants and experts performing missions for the PISLM; and
- (e) Other persons invited by the PISLM to the Headquarters Seat on official business.

***Section 40***

- (a) No laws of Grenada restricting the entry into Grenada of persons other than citizens of Grenada or regulating the conditions of their stay shall apply to the persons provided for in this Article except those relating to health and the security of Grenada.

- (b) No activity performed by any person referred to in Section 39 in his official capacity with respect to the PISLM shall constitute a reason for preventing his entry into or his departure from, or for requiring him to leave Grenada.

#### ***Section 41***

No person referred to in Section 39 shall be required by the Government to leave Grenada save in the event of an abuse of the right of residence, in which case the following procedure shall apply:

- (a) No proceeding shall be instituted to require any such person to leave Grenada, except with the prior approval of the Minister for External Affairs of Grenada;
- (b) In the case of a Member of the Ministerial Council or representative of a Member, such approval shall be given only after consultation with the Government of the Member concerned;
- (c) In the case of any other person mentioned in Section 39 such approval shall be given only after consultation with the Executive Director, and if expulsion proceedings are taken against any such person, the Executive Director shall have the right to appear or to be represented in such proceedings on behalf of the person against whom such proceedings are instituted; and
- (d) Persons who are entitled to diplomatic privileges and immunities under Article XIII shall not be required to leave Grenada otherwise than in accordance with the customary procedure applicable to members, having comparable rank, of the staffs of heads of diplomatic missions accredited to Grenada.

#### ***Section 42***

This Article shall not prevent the requirement of reasonable evidence to establish that persons claiming the rights granted by this Article come within the classes described in Section 39, or the reasonable application of quarantine and health regulations.

#### ***Section 43***

The provisions of Section 39 of this Article shall be applicable irrespective of the relations existing between the Government of Grenada and the governments of the States and Territories of which the persons referred to in that section are nationals or to which they belong.

#### ***Section 44***

The provisions of this Article shall apply to the members of the families and members of the household staff of the persons enumerated in (a) to (e) of Section 39 of this Article.

#### ***Section 45***

The PISLM and Government may consult on methods of facilitating entry into Grenada by persons coming from abroad who wish to visit the Headquarters Seat and who are not entitled to the privileges conferred by this Article.

### **ARTICLE XIII**

#### **PRIVILEGES AND IMMUNITIES OF MEMBERS OF THE MINISTERIAL COUNCIL AND OTHER REPRESENTATIVES OF MEMBERS, EXECUTIVE DIRECTOR AND OTHERS**

##### ***Section 46***

Members of the Ministerial Council, other representatives of Members, shall have the right in connection with their official duties with the PISLM, to:

- (a) Immunity from personal arrest or detention and from seizure of their personal and official baggage;
- (b) Immunity from legal process of every kind in respect of words spoken or written and all acts done by them in their official capacity; and
- (c) In respect of other matters not covered in (a) and (b) above, such other immunities, exemptions, privileges and facilities as are enjoyed by members of diplomatic missions of comparable rank, subject to corresponding conditions and obligations.

##### ***Section 47***

The Executive Director, other officers and staff of PISLM including for the purposes of this Article consultants and experts performing missions for the PISLM, shall have the right to the following privileges and immunities:

- (a) Immunity from legal process of any kind in respect of words spoken or written and of acts performed by them in their official capacity, such immunity to continue notwithstanding that the persons concerned may have ceased to be officers or staff members of the PISLM;
- (b) Immunity from seizure of their personal and official baggage;
- (c) Immunity from inspection of official baggage, and if the person concerned comes from within the scope of Section 49, immunity from inspection of personal baggage;
- (d) Subject to the appropriate laws of the Government to tax, its nationals and permanent residents joining the staff of the PISLM may enjoy exemption from taxation in respect of the salaries, emoluments, indemnities and pensions paid to them by the PISLM for services connection with their service with the PISLM;

- (f) Exemption, with respect to themselves, members of their families, and members of their household staff, from immigration restrictions and alien registration;
- (g) Exemption from work permits and not to restrict their employment with respect to PISLM or that of their spouses and to grant them and their dependents exemption from national service obligations, alien registration and immigration restrictions and to provide them and their dependents with re-entry permits at no charge and subsequent renewals thereof;
- (h) Freedom to acquire or maintain within Grenada or elsewhere foreign securities, foreign currency accounts, and other movable, and immovable property; and at the termination of their PISLM employment, the right to take out of Grenada through authorized channels without prohibition, or restriction, their funds in the same currency and up to the same amounts as they had brought into Grenada;
- (i) The same protection and repatriation facilities with respect to themselves, their spouses, their dependent relatives and other members of their households as are accorded in time of international crisis to members are, having comparable rank, of the staffs of heads of diplomatic missions accredited to Grenada; and
- (j) The right to import for personal use free of duty and other levies, prohibitions and restrictions on imports:
  - (i) their furniture and effects, including one automobile, in one or more separate shipments, and thereafter to import necessary additions to the same;
  - (ii) one automobile every three years after the last importation, except for persons categorized by the PISLM as support staff in the case of automobiles for whom the period shall be five years;
  - (iii) to replace, motor vehicles imported for personal use in case of (a) irretrievable loss in theft or accident, or (b) irreparable malfunctioning; and
  - (iii) reasonable quantities of foodstuffs and other articles for personal use or consumption and not for gift or sale; the PISLM may establish a commissary for the sale of such articles to its officials and members of delegations. A supplemental agreement shall be concluded between the PISLM and the Government to regulate the exercise of these rights.

#### **Section 48**

In addition to the privileges and immunities specified in Section 49:

- (a) The Executive Director shall be accorded the privileges and immunities, exemptions and facilities accorded to Ambassadors who are heads of missions, including immunity from personal arrest or detention;

- (b) The Executive Director shall have the right to import free of duty and other levies, prohibitions and restrictions on imports one vehicle, or if they are married and accompanied by a spouse on Grenada, two such vehicles;
- (c) A senior official of the PISLM, when acting on behalf of the Executive Director during his absence from duty, shall be accorded the same privileges and immunities, exemptions and facilities as are accorded to the Executive Director; and
- (d) Other officials having the professional grade of head of a division and above, and such additional categories of officials as may be designated in agreement with the Government, by the Executive Director on the ground of the responsibilities of their positions in the PISLM, shall be accorded the same privileges and immunities, exemptions and facilities as the Government accords to members, having comparable rank, of the staffs of heads of diplomatic missions accredited to Grenada.

#### ***Section 49***

The PISLM shall from time to time communicate to the Government the names of officers and staff to whom the provisions of this Article apply.

#### ***Section 50***

All persons entitled to the privileges and immunities specified in this Agreement shall be provided by the Government with a special identity card which shall serve to identify the holder in relation to the authorities of Grenada and to certify that the holder is entitled to the privileges and immunities specified in this Agreement.

### **ARTICLE XIV**

#### **WAIVER OF IMMUNITIES AND PREVENTION OF ABUSE**

#### ***Section 51***

The privileges, immunities, exemptions and facilities accorded in this Agreement are granted in the interest of the PISLM and not for the personal benefit of the individuals themselves. The PISLM may waive the immunity accorded to any person if, in its opinion, such immunity would impede the course of justice and the waiver would not prejudice the purposes for which the immunities are accorded.

#### ***Section 52***

The PISLM shall take every measure to ensure that the privileges, immunities, exemptions and facilities conferred by this Agreement are not abused and for this purpose shall establish such rules and regulations as it may deem necessary and expedient. There shall be consultation between the Government and the PISLM, should the Government consider that an abuse has occurred.

## **ARTICLE XV SETTLEMENT OF**

### **DISPUTES**

#### ***Section 53***

The PISLM shall make provision for appropriate methods of settlement of:

- (a) Disputes arising out of contracts and disputes of a private law character to which the PISLM is a party; and
- (b) Disputes involving an official of the PISLM, who, by reason of his official position, is entitled to immunity, if such immunity has not been waived.

#### ***Section 54***

Any dispute between the Government and the PISLM concerning the interpretation or application of this Agreement or any supplementary agreements, or any question affecting the Headquarters Seat or the relationship between the Government and the PISLM, which is not settled by negotiation or other agreed mode of settlement, shall be referred for final decision to a tribunal of three arbitrators; one to be appointed by the Government, one to be appointed by the PISLM, and the third, who shall be Chairman of the tribunal, to be chosen by the first two arbitrators. Should the first two arbitrators fail to agree upon the third, the Government and the PISLM shall request the President of the Caribbean Court of Justice to choose the third arbitrator. A majority vote of the arbitrators shall be sufficient to reach a decision which shall be final and binding. The third arbitrator shall be empowered to settle all questions of procedure in any case where there is disagreement with respect hereto.

#### ***Section 55***

The said tribunal shall adopt and observe the "Rules of Arbitration and Conciliation of the Permanent Court of Arbitration in the Settlement of Disputes".

## **ARTICLE XVI FINAL**

### **PROVISIONS**

#### ***Section 56***

The PISLM and all persons enjoying the immunities, privileges, exemptions and facilities under this Agreement shall co-operate at all times with the appropriate authorities of Grenada to facilitate the proper administration of justice and secure the observance of the laws of Grenada.

***Section 57***

This Agreement shall be construed in the light of its primary purpose of enabling the PISLM at its headquarters in Grenada fully and efficiently to discharge its responsibilities and fulfil its purposes.

***Section 58***

Wherever this Agreement imposes obligations which can be carried out only by authorities of Grenada other than the Government, the Government shall ensure the fulfilment of such obligations by the appropriate authorities of Grenada.

***Section 59***

None of the provisions of this Agreement shall derogate in anyway from the rights, privileges and immunities provided for or specified in the Agreement establishing the PISLM.

***Section 60***

This Agreement shall be registered with the xxxxxxxx.

***Section 61***

This Agreement may be revised at the request of either Party. In this event the two Parties shall consult with each other concerning the revisions to be made in its provisions.

***Section 62***

The Government and the PISLM may enter into such supplementary agreements as may be necessary or appropriate to the implementation of this Agreement.

***Section 63***

Nothing in this Agreement shall be construed to preclude the adoption of appropriate measures for the security of the State as may be determined by the Government in consultation with the PISLM.

***Section 64***

This Agreement shall cease to be in force:

- (a) By mutual consent of the PISLM and the Government of Grenada; or
- (b) If the permanent headquarters of the PISLM is removed from Grenada, except for such provisions as may be applicable in connection with the orderly termination of the operations of the PISLM at its permanent headquarters in Grenada and the disposal of its property therein.

**Section 65**

This Agreement shall come into force upon signature.

**IN WITNESS WHEREOF** the respective representatives of the Parties, duly authorized thereto, have signed this Agreement.

**DONE** at Saint George's, Grenada, this the 17<sup>th</sup> day of June, 2025 in two copies in English.

**FOR THE GOVERNMENT OF GRENADA**



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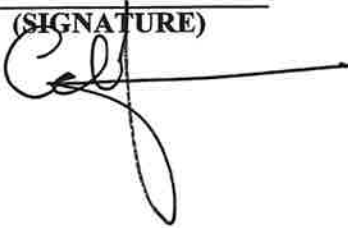
(SIGNATURE)

**FOR THE PARTNERSHIP INITIATIVE FOR SUSTAINABLE LAND  
MANAGEMENT**

**CALVIN JAMES**

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(SIGNATURE)



**PART I\***

**DESCRIPTION OF THE PERMANENT HEADQUARTERSSEAT OF THE  
PISLM**

- (i) The premises at
- (ii) and

