

No. 10] *Caribbean Electric Utility Services Corporation* [2019
Headquarters Agreement Act

SAINT LUCIA

No. 10 of 2019

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No. 10] *Caribbean Electric Utility Services Corporation* [2019
Headquarters Agreement Act

I Assent

[L.S.]

NEVILLE CENAC,
Governor-General.

April 4, 2019.

SAINT LUCIA

No. 10 of 2019

AN ACT to give legal effect to and provide for the implementation of the Headquarters Agreement between the Caribbean Electric Utility Services Corporation and the Government of Saint Lucia.

[8th April, 2019]

BE IT ENACTED by the Queen's Most Excellent Majesty, by and with the advice and consent of the House of Assembly and the Senate of Saint Lucia, and by the Authority of the same, as follows:

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Short title

1. This Act may be cited as the Caribbean Electric Utility Services Corporation Headquarters Agreement Act, 2019.

Interpretation

2. In this Act —

“Agreement” means the Agreement between the Caribbean Electric Utility Services Corporation and the Government Saint Lucia signed on the 11th day of April, 2018;

“Minister” means the Minister responsible for energy.

Force of law

3. The Agreement set out in the Schedule has the force of law in Saint Lucia.

Regulations

4. The Minister may make Regulations for giving effect to this Act.

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(Sections 2 and 3)

SCHEDULE

**HEADQUARTERS AGREEMENT BETWEEN THE GOVERNMENT
OF SAINT LUCIA AND CARILEC**

The Government of Saint Lucia and the Caribbean Electric Utility Services Corporation (CARILEC) wishing to conclude an agreement regarding the establishment of a Regional Secretariat in Saint Lucia have agreed as follows:

**ARTICLE 1
DEFINITIONS**

- 1.1 The term CARILEC means the Caribbean Electric Utility Services Corporation.
- 1.2 The term “Regional Secretariat” means the CARILEC Regional Secretariat based in Saint Lucia and serving member utilities in the Caribbean as well as regional and international associates and affiliates.
- 1.3 The term “Personnel” means full time employees of the Regional Secretariat designated by the Executive Director and accepted by the Government of Saint Lucia as such.
- 1.4 The term “Utilities” means entities (whether public or private) that engage in the sale of electricity to the public within their respective territories. They also engage in (or are stakeholders in) the Transmission, Distribution and Generation of electricity within their respective territories.

**ARTICLE 2
STATUS**

- 2.1 The Corporation is registered as a non-profit company under the Companies Act of Saint Lucia Cap. 13.01 (Company No. C66) as shown by the Certificate of Incorporation C66 dated 20th March 2000.

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AIMS

2.2 The aims of CARILEC are to:

- (a) Advance the capability of the Caribbean electricity industry;
- (b) Promote better understanding of the industry; and
- (c) Support the contribution of the electricity industry to the quality of life of the Caribbean people.

2.3 CARILEC shall be:

- (a) Guided by the ideals of democracy, human rights and social justice.
- (b) Independent of every government. It shall be selfgoverning and not subject to control by any political party or ideological or religious grouping.
- (c) Associated with the International Electricity Associations in the United Kingdom, United States, Canada and the Pacific. The Secretariat shall work very closely with the regional and international institutions and public agencies involved in the implementation of energy policies and the delivery of electricity services in the region.
 - (i) Any change in this relationship shall be subject to ratification by the CARILEC Board of Directors.
 - (ii) Affiliation of member utilities with other organisations is a matter to be determined solely by those member utilities.
 - (iii) CARILEC shall not interfere in the operational affairs of member utilities, companies and organisations. It shall respect internal freedom and diversity of expression in accordance with the principles of the constitution.

MEMBERSHIP

2.4 Membership of CARILEC is classified into the following three (3) categories:

- (a) Full members that are electric utilities operating in the Caribbean;
- (b) Associate Members that are regional and international companies involved in some aspect of servicing the electric utility business;
- (c) Affiliate Members that are regional and international professional or educational institutions, public agencies and government electrical departments involved in standards, education, training and policy formulation in the electricity industry and energy sector.

POLICY GOVERNANCE

2.5 Policy governance for CARILEC is provided by a Board of Directors which comprises of not less than three (3) and not more than fifteen (15) members. The majority of Directors are elected from among the Full Members with one Director elected by the Associate Members to represent them and an Executive Director who administers the Secretariat located in Saint Lucia.

ARTICLE 3

FUNCTIONS OF THE CARILEC REGIONAL SECRETARIAT

3.1 The main functions of the Regional Secretariat are to implement the annual work program of CARILEC as approved by the Board of Directors. Specific functions include:

- (a) Enhance communication among full, associate and affiliate members;
- (b) Serve as the main focal point for general and technical information;

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- (c) Lobby Caribbean governments by actively evaluating, interpreting and advocating changes in policies that impact on the electricity industry and energy sector;
- (d) Co-ordinate high-quality engineering, technician, administrative and managerial training and arrange for accreditation and certification of programmes;
- (e) Co-ordinate conferences for senior professionals in the fields of engineering, finance, information systems, purchasing, customer service, human resource and executive management;
- (f) Maintain a “Register of industry Consultants” and facilitate delivery of consultancy services;
- (g) Manage disaster planning and a regional hurricane restoration programme;
- (h) Coordinate the conduct of regional technical studies and operational surveys, analysis of findings and circulation of reports;
- (i) Co-ordinate regional and international attachments and secondments for the transfer of knowledge and skills;
- (j) Implement special projects independently or in collaboration with other agencies and institutions to improve aspects of utility operations;
- (k) Publish various information documents including an Annual Programme Catalogue, an Annual Magazine and a bi-yearly Industry Journal;
- (l) Collect, compile and disseminate electric utility data and tariff information on member utilities and the sector as a whole;
- (m) Undertake regular missions and ongoing consultations with CARILEC members;
- (n) Develop, evaluate and co-ordinate joint utility activities and projects; advise participating utilities as required;

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- (o) Evaluate current developments in the Caribbean; prepare and submit regular progress reports to the Board of Directors;
- (p) Prepare an annual budget for the administration of the regional secretariat and submit annual Financial Reports;
- (q) Manage relations with regional and international stakeholders such as institutions, public agencies and government departments;
- (r) Manage an online CARILEC Renewable Energy Community (CAREC) platform.

The CARILEC Regional Secretariat will carry out all these functions in accordance with the laws of Saint Lucia.

ARTICLE 4
BENEFITS TO SAINT LUCIA AND THE CARIBBEAN

- 4.1 The establishment of the regional Secretariat in Saint Lucia will result in a number of benefits to the country generally and the energy sector especially. Some of the more tangible benefits will include:
- (a) Creating of direct employment for five (5) professional staff members and six (6) administrative support staff and a cleaner on a full-time basis;
 - (b) Providing indirect employment for numerous technical and general service personnel in communications, transportation, housing and equipment;
 - (c) Obtaining foreign exchange earned as a result of the approximately USD1,300,000 collected annually by the CARILEC Secretariat from members in annual subscriptions, publications and service fees and used for office operations and to implement, plans, programmes and projects in the electricity industry and energy sector;
 - (d) Supporting local entrepreneurs in the procurement of material, equipment and furniture required by

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the regional Secretariat and for utilities and other services;

- (e) Boosting the tourist industry by hosting regional and international conferences held under the auspices of CARILEC;
- (f) Using local technical expertise for the design, editing and printing of five (5) major regional publications (yearly);
- (g) Keeping utility officials abreast with developments in the field of electricity and energy by disseminating information;
- (h) Assisting Saint Lucia and the other Caribbean countries in their efforts to attain regional and international standards in electricity operations and energy management; Regulatory reform, Renewable Energy and Energy Efficiency.
- (i) Supporting efforts to improve the operations of regional utilities in general and the Saint Lucia Electricity Services Limited (LUCELEC) in particular;
- (j) Enhancing the image of Saint Lucia regionally and internationally in the field of electricity services through its contribution to discussions on energy matters.
- (k) Facilitating greater networking among regional and international officials and member companies operating in the field of electricity and the energy sector.
- (l) Collaborating with the Government of Saint Lucia on initiatives aimed at boosting the energy sector.

ARTICLE 5
REGIONAL SECRETARIAT

5.1 The Regional Secretariat will be located on the top floor of the CARILEC Building situated at Desir Avenue, San Souci, Castries, Saint Lucia. Its mailing address is P.O. Box CP Box 5907, Castries, Saint Lucia.

ARTICLE 6

STAFFING THE CARILEC REGIONAL SECRETARIAT

6.1 The Regional Secretariat will be managed by a core team of permanent and contract personnel performing the following executive, professional and administrative functions:

- (a) An Executive Director who is responsible for implementing the policies of the Board as well as overseeing the day to day operations of the Secretariat;
- (b) A Training Manager who is responsible for planning and directing the implementation of the regular and general training programme of the Secretariat; and the online platform (CAREC) CARILEC Renewable Energy.
- (c) Member Services Manager who is responsible for planning and directing the implementation of the annual publications, conferences, member relations and the attachment/secondment programme of the Secretariat;
- (d) A Technical Services Manager who is responsible for planning and implementing technical studies and surveys, CARILEC Disaster Management assistance (CDM), information systems, and energy projects of the Secretariat;
- (e) A Financial Controller who is responsible for planning and implementing the annual budget, managing the cash flow and the computerized accounting system and facilitating annual external audits of the finances of the Secretariat;
- (f) An Administrative Manager who is responsible for planning and implementing the general office administration programme of the Secretariat;
- (g) A core of seven (7) support staff responsible for carrying out various administrative functions including secretarial, clerical, janitorial and general assistance.

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6.2 From time to time, the Secretariat may recruit professionals as Specialists to undertake short-term assignments in the region. Additionally, member utilities may assign staff on attachments or secondments to the Regional Secretariat to work on specially approved projects.

ARTICLE 7

FINANCING OF THE REGIONAL SECRETARIAT

7.1 The activities of the Regional Secretariat will be financed by the annual contributions received from the full, associate and affiliate members. From time to time CARILEC may secure funding from other cooperating regional and international organizations and funding agencies to implement special projects. These include:

- (a) CARICOM Secretariat
- (b) Organization of Eastern Caribbean States (OECS)
- (c) Canadian International Development Agency (CIDA)
- (d) Caribbean Renewable Energy Development Project (CREDP)
- (e) Caribbean Development Bank (CDB)
- (f) Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ)
- (g) United Nations Development Programme (UNDP)
- (h) Inter-American Development Bank (IDB)
- (i) Global Environment Facility (GEF)
- (j) United Kingdom Foreign & Commonwealth Office (UK FCO)
- (k) World Bank (WB)
- (l) United States Department of State (DOE)
- (m) United States Agency for International Development (USAID)
- (n) Organization of American States (OAS)
- (o) Rocky Mountain Institute-Carbon War Room (RMI-CWR)

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- 7.2 In addition, the Secretariat will generate revenue from fees for the delivery of training, the hosting of conferences, the sale of technical studies and surveys, reports, sponsorship of conference activities and website advertising.
- 7.3 On an average the Regional Secretariat is expected to generate a total of US\$1,300,000 per year in gross revenue. These revenues are used to finance the plans, programmes and projects of the Regional Secretariat as approved by the Board of Directors for implementation in accordance with the annual budget.
- 7.4 The Secretariat will also maintain a CARILEC Disaster Fund to assist members with hurricane restoration works. Member utilities will contribute approximately US\$81,000 annually to the fund which currently stands at US\$780,000.

ARTICLE 8
PRIVILEGES AND IMMUNITIES

- 8.1 CARILEC, its assets and other property shall be:
- (a) Exempt from customs duties, value added tax (VAT), environmental levies and service charge and consumption taxes in respect of all materials and equipment procured locally or imported by CARILEC for the establishment of the Regional Secretariat and in the furtherance of its functions. Materials and equipment imported under such exemption shall not be sold or disposed of in Saint Lucia except under conditions agreed to by the Government of Saint Lucia.
 - (b) Exempt from income taxes in respect of corporations.
- 8.2 The Executive Director and other professional employees of the Secretariat recruited from overseas shall each be entitled to import free of duty and consumption taxes household effects and personal belongings if imported within six (6) months of taking up employment in Saint Lucia.

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- 8.3 CARILEC personnel recruited from overseas to work at the Secretariat shall be issued with the necessary work permits and shall be exempt from the payment of applications fees for work permits and work permit fees.
- 8.4 The emoluments of CARILEC personnel (including persons on special assignments or seconded to the Secretariat), shall be free of income taxes.
- 8.5 CARILEC personnel travelling on CARILEC business overseas shall be exempt from the payment of the passenger facility charge of US\$25.00.

ARTICLE 9
LIABILITY

- 9.1 The Government of Saint Lucia shall not be held responsible for any damage or claim arising out of the operations of the Secretariat. CARILEC shall make appropriate arrangements for insurance cover in the event of liability arising from any action, claim or other demand that may be brought against CARILEC arising out of the operations of the Secretariat.

ARTICLE 10
PREVENTION OF ABUSE

- 10.1 The Executive Director shall take every precaution to prevent any abuse in the exercise of the privileges or immunities accorded or conferred by virtue of this agreement and for this purpose shall establish such rules and regulations for officials of CARILEC as may be necessary and expedient.
- 10.2 If the Government of Saint Lucia considers that any abuse has occurred in the enjoyment of privileges or immunities accorded or conferred by virtue of this Agreement, the Executive Director shall, at the request of the Government, consult the Government to determine whether such abuse has occurred. If consultations fail to achieve results satisfactory to the Executive Director and the Government the matter shall be settled in accordance with the procedure set out in Article 11.

ARTICLE 11
DISPUTE SETTLEMENT

- 11.1 Any dispute between the Government of Saint Lucia and the CARILEC Regional Secretariat concerning the interpretation of this Agreement or any supplementary agreement which is not settled by negotiation or other mode of settlement shall be referred to a tribunal of three arbitrators for final decision. One arbitrator shall be nominated by the Executive Director a second by the Government of Saint Lucia and the third to be agreed upon by the two parties.
- 11.2 The majority vote of the arbitrators shall be sufficient to reach a decision which shall be final and binding.
- 11.3 Arbitration shall be conducted in Saint Lucia in accordance with the Laws of Saint Lucia.

ARTICLE 12
OPERATION OF THE AGREEMENT

- 12.1 The Executive Director and the Government of Saint Lucia shall settle by agreement, the channels through which they will communicate regarding the application of the provisions of this Agreement.
- 12.2 The Agreement shall be interpreted in the light of its primary purpose, which is to enable CARILEC Regional Secretariat to discharge its responsibilities fully and efficiently so as to achieve its objectives.
- 12.3 Nothing in this Agreement shall be construed as to preclude the adoption of measures considered appropriate by the State of Saint Lucia for its security.
- 12.4 This Agreement may be revised at the request of either party. To do so, the parties shall consult each other on the modifications sought. In the event that their negotiations should fail to produce an amended Agreement within the period of one (1) year, this Agreement may be terminated by either party upon giving notice of six (6) months.




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ARTICLE 13
ENTRY INTO FORCE AND DURATION

- 13.1 This Agreement will enter into force on the date of its signature.
- 13.2 This Agreement shall cease to have effect six (6) months after either of the Contracting Parties have given notice in writing to the other of its decision to terminate this Agreement or earlier by mutual consent.

In Witness Whereof, the undersigned duly authorized by the Government of Saint Lucia and the Caribbean Electric Utility Services Corporation (CARILEC).

Done in duplicate at Castries, Saint Lucia, this day of 11/4/ 2018

Signed in behalf of:	
	
Government of St. Lucia	CARILEC
Date 11 April 2018	Date 11 April 2018
Witness 	Witness 
Date April 11 th , 2018	Date 11 April 2018

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Passed in the House of Assembly this 26th day of March, 2019.

ANDY G. DANIEL,
Speaker of the House of Assembly

Passed in the Senate this 28th day of March, 2019.

JEANNINE GIRAUDY-MCINTYRE,
President of the Senate