



**AGREEMENT ESTABLISHING THE CARIBBEAN COMMUNITY
ACCREDITATION AGENCY FOR EDUCATION AND TRAINING**

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THE CONTRACTING PARTIES,

Recalling the provisions of the Revised Treaty of Chaguaramas establishing the Caribbean Community, including the CARICOM Single Market and Economy (hereinafter called "The Community") signed at Nassau, The Bahamas, on 5 July 2001;

Desirous of establishing an Inter-governmental organisation linking national accreditation bodies of the Community as one of the means of facilitating the movement of skills in the CARICOM Single Market and Economy;

Recognising the important role of regional educational infrastructure, particularly tertiary institutions, in promoting, developing and enhancing various skills required for the economic and social development of the Community;

Bearing in mind relevant regional and international trends relating to the establishment of standards for the accreditation, validation and equivalency of tertiary institutions, programmes and courses;

Aware that the uncoordinated nature of tertiary education initiatives in the Community militates against the establishment of effective regional accreditation, validation, equivalency and quality assurance systems;

Conscious that the rationalisation of tertiary educational initiatives is a prerequisite for the establishment of a seamless system of higher education in the Community, operating on the basis of a uniform credit accumulation and transfer system;

Conscious further that the primary focus of accreditation and quality assurance initiatives in the Community must be on improving in the quality of delivery of relevant institutions, programmes and courses;

Convinced that the regional economic integration initiative, driven by globalisation and liberalisation, underscores the importance of international comparability in tertiary education and the need to develop further a quality assurance ethos in the Community based on enduring indigenous values and effective leadership at the national and regional levels;

Have agreed as follows:

Article 1 Use of Terms

In this Agreement, unless the context otherwise requires:

"accredit" means the according of recognition by a competent authority on the basis of an informed evaluation, that the programmes of study offered by an institution or service provider and any award it confers satisfy regionally prescribed or recognised standards and "reaccredit" and "accreditation" shall be construed accordingly;

"Agency" means the Caribbean Community Accreditation Agency for Education and Training established by Article 2;

"Associate Member State" means a state or territory that is admitted to associate membership of the Community under Article 231 of the Revised Treaty of Chaguaramas signed at Nassau, The Bahamas, on 5 July 2001;

"award" means a degree, diploma, certificate or other evidence that prescribed studies have been successfully completed;

"Community" means the Caribbean Community, including the CARICOM Single Market and Economy established under the Revised Treaty of Chaguaramas signed at Nassau, The Bahamas, on 5 July 2001;

"competent authority" means the body duly authorised to accredit or reaccredit, as the case may require, tertiary institutions or to validate or accord equivalence to awards or programmes of study, as the case may be;

"Contracting Party" means a Member State or an Associate Member State of the Community for which this Agreement is in force;

"Council" means the Council for Human and Social Development so named in Article 17 of the Revised Treaty of Chaguaramas signed at Nassau, The Bahamas, on 5 July 2001;

"course" means a defined body of knowledge, skills and attitudes designed to be inculcated over a specified period, at the successful completion of which one or more credits may be awarded;

"equivalence" means a determination by the competent authority that a particular programme of study has attained a comparable recognised standard;

"Executive Director" means the Executive Director of the Agency appointed pursuant to Article 9;

"institution" means an educational entity with a clearly defined structure providing for the administration, governance, delivery and certification of a range of programmes of study leading to the grant of awards or credits;

"Member State" means a Member State of the Community;

"programme of study" means a curriculum comprising a series of academic or vocational courses leading to an award;

"provider" means a person or body offering programmes or courses leading to an award or credit;

"quality assurance" means a system or process of ensuring that awards granted or programmes of study offered by tertiary institutions satisfy standards prescribed or recognised by the competent authority;

"standard" means a clearly defined level of achievement employed as a measurement of the quality of education;

"Secretary-General" means the Secretary-General of the Community;

"tertiary education" means the teaching and learning process following the completion of secondary education or its equivalent and leading to awards at the sub-baccalaureate, baccalaureate or post-baccalaureate level;

"university" means a tertiary level institution which conducts pure and applied research and grants awards mainly at the baccalaureate or post-baccalaureate levels.

Article 2 Establishment of the Agency

1. There is hereby established the Caribbean Community Accreditation Agency for Education and Training having the objectives, powers and functions set out in this Agreement.
2. The Headquarters of the Agency shall be located in a Member State to be determined by the Contracting Parties.

Article 3 Objectives of the Agency

The Agency shall have the following objectives:

- (a) promoting and further developing a quality assurance ethos as the foundation for the development of a seamless, efficient tertiary education and training system in the Community;
- (b) ensuring the enhancement and acceleration of economic and social development in the Community through the widening of access to quality tertiary education and training;
- (c)
 - (i) securing and maintaining international recognition; and
 - (ii) negotiating and concluding international agreements with third state entities, for the mutual recognition,
 of tertiary institutions and the awards and programmes of study of such bodies; and
- (d) facilitating the movement of skilled persons within the Community.

Article 4
Powers and Functions of the Agency

1. In pursuance of the objectives specified in Article 3, the Agency shall *inter alia*:
 - (a) define the essential characteristics of quality assurance in the Community;
 - (b) maintain close links with the Community and other relevant national and regional bodies in order to promote and facilitate the further development of a quality assurance ethos;
 - (c) develop guidelines for good practices in tertiary education to assist national accreditation bodies in discharging their responsibilities;
 - (d) develop core criteria, standards and procedures for facilitating the further development of a tertiary education quality assurance system in the Community;
 - (e) collaborate with national accreditation bodies, professional bodies and other relevant bodies to develop training programmes designed to create a regional cadre of trained assessors;
 - (f) coordinate tertiary education accreditation initiatives in the Region, including establishing a code of good practice for specialised agencies and professional bodies to maintain the integrity of the quality assurance system in the Community;
 - (g) provide guidance or guidelines for the evaluation of foreign qualifications;
 - (h) maintain a data base of experts in order to assist Contracting Parties in the selection of suitable candidates for external review processes;
 - (i) subject to paragraph 2, make arrangements for the accreditation of institutions and accord equivalency to programmes of study;
 - (j) establish and maintain relations with bodies outside the Community having functions in relation to accreditation and quality assurance;
 - (k) conduct research and disseminate information; and
 - (l) do all such other acts and things as may be required for the achievement of the objectives of the Agency.

2. The function specified in paragraph 1(i) may be exercised in relation to a non-regional institution only -
 - (a) at the request of the competent authority; and

- (b) where the Board determines that the involvement of the Agency is considered necessary.

**Article 5
Composition of the Agency**

The Agency shall comprise:

- (a) the Accreditation Board of Governors (hereinafter referred to as "the Board"); and
- (b) the Secretariat.

**Article 6
Composition of the Board**

1. The Secretary-General shall appoint as the Board –
- (a) one representative nominated by the national accreditation body of each Contracting Party;
- (b) one representative from the University of the West Indies;
- (c) four persons nominated jointly by the other Universities within the Community to represent such other Universities;
- (d) three representatives nominated by the Association of Caribbean Tertiary Institutions;
- (e) one representative nominated by the Caribbean Examinations Council;
- (f) one representative of the Community Secretariat;
- (g) one representative nominated by the Regional Co-ordinating Committee for Technical and Vocational Education and Training;
- (h) one representative each from the Caribbean Association of Industry and Commerce; the Caribbean Congress of Labour; and the Caribbean Consumers Association;
- (i) one representative of bodies having an interest in the objectives of the Agency as may be determined by the Council; and
- (j) one representative nominated by a professional body selected by the other members of the Board, on a rotational basis.
2. The appointment of a member of the Board, other than the member appointed pursuant to paragraph 1(j), who shall hold office for such period as determined by the other members of the Board, shall be made by instrument in writing which shall state the term of office of that member not being more than three years.
3. Every member appointed to the Agency shall be eligible for re-appointment.

**Article 7
Procedures of the Board**

1. The Board shall convene in ordinary session once in every year and in special session as often as circumstances may require.
2. Special sessions of the Board may be convened only at the request of not less than two-thirds of the members of the Board eligible to vote.

3. At every ordinary session the members of the Board shall elect a Chairman and Vice-Chairman both of whom shall hold office until the next ordinary session, but they shall be eligible for re-election.
4. Determinations of the Board shall be made by a two-thirds majority of the members of the Board eligible to vote. A simple majority of the members of the Board shall constitute a quorum.
5. Where circumstances warrant, the Board may make determinations without meeting in formal session.
6. The Board may co-opt persons to attend any of its meetings for the purpose of assisting or advising it respecting any matter with which it is dealing, but a co-opted member does not have a right to vote.
7. Subject to this Article, the Board shall establish its rules of procedure.

Article 8 Powers and Functions of the Board

Subject to general policy direction of the Council, the Board shall -

- (a) determine the general policy direction of the Agency;
- (b) perform the functions of the Agency set out in Article 4 in pursuance of the achievement of the objectives specified in Article 3; and
- (c) provide supervision for the Secretariat.

Article 9 The Secretariat

1. The Secretariat shall consist of the Executive Director and such professional, administrative and other staff as may be required to carry out its functions.
2. The Executive Director shall be appointed by the Board for a term not exceeding three years on such terms and conditions as the Board may determine and shall be eligible for re-appointment.
3. In the recruitment of staff of the Secretariat, consideration shall be given to securing the highest standards of efficiency, competence and integrity, bearing in mind the principle of equitable geographical representation.
4. In the performance of their duties the staff of the Secretariat shall neither seek nor receive instructions from the Government of any Contracting Party nor from any other authority external to the Agency.
5. The staff of the Secretariat shall refrain from any action which might reflect adversely on their position as officials of the Agency.

Article 10 Functions of the Secretariat

In addition to any functions which may be assigned to it by the Board, the Secretariat shall, *inter alia*:

- (a) carry out investigations and development projects in areas where improvements have been determined by the Board as being necessary;
- (b) undertake such research as may be required to establish the comparability of regional qualifications;

- (c) conduct research in accreditation, equivalency and quality assurance to ensure the responsiveness of relevant regional initiatives in the area of tertiary education and training;
- (d) provide, on request, technical assistance to national accreditation agencies to facilitate implementation of the work plan approved by the Board;
- (e) initiate and develop proposals for consideration and determination by the Board;
- (f) prepare and submit, for consideration and decision by the Board, the draft budget of the Agency;
- (g) prepare and submit for the consideration and approval by the Board the staff regulations and financial regulations of the Agency;
- (h) establish databases and exchange information in the areas of accreditation, equivalency and quality assurance;
- (i) provide secretarial services for the meetings of the Board.

**Article 11
The Budget**

1. The draft Budget of the Agency shall be prepared by the Secretariat and presented to the Board for approval.
2. The draft Budget shall comprise:
 - (a) annual contributions from the Contracting Parties;
 - (b) grant funds from national accreditation bodies and Professional Associations;
 - (c) grant funds received from regional and international donor agencies;
 - (d) funds paid by donor agencies to the Agency for project execution services provided by the Agency with respect to projects funded by the donor agencies;
 - (e) income from special services provided by the Agency to commercial institutions and to other bodies;
 - (f) income derived from the sale or the licensing of intellectual property rights of the Agency;
 - (g) any other source of income approved by the Board.

**Article 12
Provisional Budgetary Measures**

1. The Agency may commit provisionally and pending approval of the budget, expenditure not exceeding one-fifth of the regular budget for the previous year.
2. The Agency may obtain overdraft facilities for the purpose specified in paragraph 1.

**Article 13
Sanctions for Non-Payment of Contributions**

1. Subject to paragraph 2, the representative of the national accreditation agency of a Contracting Party shall not have the right to vote if the contributions of the Contracting Party are in arrears for more than two years.
2. In exceptional circumstances to be determined by the Board, such a representative may be permitted to vote pending the payment of the arrears of contributions.

Article 14
Status, Privileges and Immunities

The Contracting Parties shall accord to the Agency within their jurisdictions, the status, immunities, exemptions and privileges set out in Articles 15 to 22 in order to enable it to effectively fulfil its objectives and carry out the functions entrusted to it.

Article 15
Legal Status of the Agency

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

Article 16
Legal Process

1. The Agency 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 Agency in a court of competent jurisdiction in the territory of a Contracting Party in which the Agency has an office or in a third State where the Agency has appointed an agent for the purpose of accepting service or notice of process.
2. Contracting Parties shall have recourse to such special procedures for the settlement of disputes between the Agency and the Contracting Parties as may be provided for in this Agreement.
3. The Agency, 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 Agency.

Article 17
Immunity of Assets and Archives

1. Property and assets of the Agency, 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 Agency and, in general, all documents belonging to or held by the Agency, shall be inviolable, wherever located.

Article 18
Freedom of Assets from Restrictions

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

- (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 19
Privilege for Communications

Official communications of the Agency shall be accorded by each Contracting Party, treatment not less favourable than it accords to the official communications of any similar inter-governmental organisation.

Article 20
Privileges and Immunities of Agency Personnel

1. Members of the Board, officials of the Secretariat and experts performing missions for the Agency:
 - (a) shall be immune from legal process in respect of acts performed by them in their official capacity;
 - (b) shall, unless they are nationals of the host country, be accorded such immunities from immigration restrictions, alien registration requirements and national service obligations, and such facilities as regards exchange control regulations as are not less favourable than those accorded by Contracting Parties concerned to the representatives, officials and experts of comparable rank of any other Contracting Party;
 - (c) shall be granted such repatriation facilities in time of international crisis as are not less favourable than those accorded by the Contracting Parties concerned to the representatives, officials and experts of comparable rank of any other Contracting Party.
2. The Executive Director shall notify Contracting Parties of the officials and experts to be accorded the immunities and privileges specified in paragraph 1.

Article 21
Exemption from Taxation

1. The Agency, 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, the Agency shall not claim exemption from taxes which are no more than charges for public utility services.
3. The Agency shall not normally claim exemption from excise duties and from taxes on the sale of movable and immovable property which form part of the price to be paid. Nevertheless, where the Agency is making important purchases for official use of property on which such duties and taxes have been charged or are chargeable, Contracting Parties shall, whenever possible, make appropriate administrative arrangements for the remission or the return of the amount of duty on tax.
4. Articles imported under an exemption from customs duties as provided by paragraph 1, 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 Contracting Party granting the exemption, remission or reprieve except under conditions agreed with the Contracting Party.
5. No tax shall be levied on or in respect of salaries and emoluments paid by the Agency to the officials or experts performing missions for the Agency. However, Contracting Parties reserve the right to tax their own citizens, nationals or persons permanently resident in the territories of such Contracting Parties.

Article 22
Waiver of Immunities, Exemptions and Privileges

1. The exemptions, immunities and privileges provided in Article 17 to 20 are granted in the interest of the Agency.

2. The Board may waive to such extent and upon such conditions as it may determine, the immunities, exemptions and privileges provided in the aforementioned Articles in cases where such action would, in its opinion, be appropriate in the best interest of the Agency.
3. The Executive Director may, in accordance with applicable rules, waive any immunity, exemption or privilege in respect of any official or expert performing a mission for the Agency where, in his opinion, the immunity, exemption or privilege would impede the course of justice and could be waived without prejudice to the interests of the Agency.
4. In similar circumstances and under the same conditions specified in paragraph 3, the Board shall have the right and duty to waive any immunity, exemption or privilege in respect of the Executive Director.

Article 23
Questions of Interpretation and Application

1. Any question of interpretation or application of the provisions of this Agreement not otherwise expressly provided for shall be submitted to the Board for decision.
2. In any case where the Board has given a decision under paragraph 1, any Contracting Party may require that the decision be referred to an arbitral tribunal whose decision shall be final.

Article 24
Arbitration

A contracting Party to a dispute may, with the consent of the other party, refer the matter to arbitration by an Arbitral Tribunal consisting of three arbitrators.

Article 25
Constitution of Arbitral Tribunal

1. Each Contracting Party to a dispute shall be entitled to appoint one arbitrator, within fifteen days following the decision to refer the matter to arbitration. The two arbitrators shall, within fifteen 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 of the Community shall appoint the arbitrator within ten days.
3. Where the arbitrators fail to appoint a Chairman within the time prescribed, the Secretary-General shall appoint a Chairman within ten days.
4. Where more than two Contracting Parties are parties to a dispute, the parties concerned shall agree among themselves on the two arbitrators to be appointed within fifteen days following the decision to refer the matter to arbitration and the two arbitrators shall within fifteen days of their appointment appoint a third arbitrator who shall be the Chairman.
5. Where no agreement is reached under paragraph 4, the Secretary-General shall make the appointment within ten days and where the arbitrators fail to appoint a Chairman within the time prescribed, the Secretary-General shall make the appointment within ten days.
6. Notwithstanding the preceding paragraphs of this Article, 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 26
Rules of Procedure of Arbitral Tribunal

1. Subject to the relevant provisions of this Agreement, 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 hearings, deliberations and initial report of the arbitral Tribunal and all written submissions to and communications with the Arbitral Tribunal, shall be confidential.
4. The Arbitral Tribunal may invite any Contracting Party to submit its view 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 days of the award.
7. The term of the Arbitral Tribunal shall expire unless an application for a ruling has been received, in which event the Tribunal shall continue in existence for such reasonable time, not exceeding thirty days, as may be required to deliver the ruling.
8. Decisions of the Arbitral Tribunal shall be made by a majority vote of its members and shall be final and binding on the parties to the dispute.

Article 27
Third Party Intervention

A Contracting Party which 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 shall be permitted to make oral or written submissions to the Arbitral Tribunal.

Article 28
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 29
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 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 30
Signature and Acceptance

1. This Agreement is open for signature by any Member State.
2. After the entry into force of this Agreement, a Member State or Associate Member State may become a party thereto by depositing an instrument of ratification or acceptance with the Secretary-General of the Community as the Depository.

**Article 31
Amendment**

1. This Agreement may be amended by the Contracting Parties.
2. Every amendment shall be subject to ratification or acceptance by the Contracting Parties in accordance with their respective constitutional procedures and shall enter into force one month after the date on which the last instrument of ratification or acceptance is deposited with the Depository.

**Article 32
Ratification**

This Agreement shall be subject to ratification by the signatory States in accordance with their respective constitutional procedures and the instruments of ratification shall be deposited with the Depository, who shall transmit certified copies to the Government of each Contracting Party.

**Article 33
Entry into Force**

1. This Agreement shall enter into force upon the deposit of instruments of ratification by at least seven signatory States in accordance with their respective constitutional procedures.
2. Copies of this Agreement and every amendment thereto shall be transmitted by the Depository to each Contracting Party.

**Article 34
Withdrawal**

1. A Contracting Party may withdraw from this Agreement by giving twelve months' notice in writing to the Depository who shall promptly notify the other Contracting Parties accordingly and the withdrawal shall take effect accordingly, unless the Contracting Party before the withdrawal becomes effective notifies the Depository in writing of the cancellation of its notice of withdrawal.
2. A Contracting Party that withdraws from the Agreement undertakes to honour any financial or other obligations duly assumed as a Contracting Party.

**Article 35
Relations with other Bodies**

Nothing in this Agreement shall be interpreted as precluding the performance of accreditation functions by any other body duly recognised with respect to a particular profession or vocation by the Governments of Contracting Parties and, in that regard, mechanisms and procedures for consultations and collaboration with the Agency shall be facilitated.

**Article 36
Implementation**

The Contracting Parties shall take all necessary action, whether of a legislative, executive or administrative nature for the purpose of giving effect to this Agreement; such action shall be taken as expeditiously as possible and the Secretary-General shall be informed accordingly.

IN WITNESS WHEREOF, the undersigned being duly authorised thereto by their respective Governments have signed this Agreement.

DONE at *Nassau, The Bahamas* this *8th* day of *March*

2008

Signed by
for the Government of Antigua and Barbuda on the day of
2008 at

Signed by
for the Government of The Bahamas on the day of
2008 at

Signed by
for the Government of Barbados on the day of
2008 at

Signed by
for the Government of Belize on the day of
2008 at

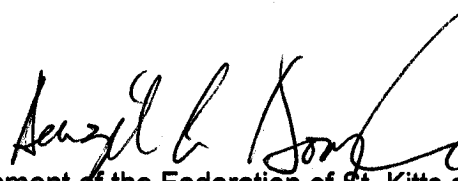
Signed by
for the Government of the Commonwealth of Dominica on the day of
2008 at

Signed by
for the Government of Grenada on the day of
2008 at

Signed by
for the Government of the Co-operative Republic of Guyana on the day of
2008 at

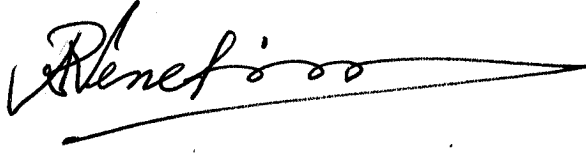
Signed by
for the Government of Jamaica on the day of
2008 at

Signed by
for the Government of Montserrat on the day of
2008 at

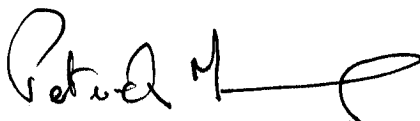
Signed by 
for the Government of the Federation of St. Kitts and Nevis on the ^{2nd} day of MARCH 2008.
2008 at NASSAU, BAHAMAS

Signed by
for the Government of Saint Lucia on the day of
2008 at

Signed by
for the Government of St. Vincent and the Grenadines on the day of
2008 at



Signed by
for the Government of the Republic of Suriname on the 8th day of *March 2008*
2008 at *Nassau, The Bahamas*

Signed by  *er* day of
for the Government of the Republic of Trinidad and Tobago on the
March 2008 at *Nassau, The Bahamas*