Multilateral Agreement Amendment

MULTILATERAL AGREEMENT FOR THE OPERATION OF THE CARIBBEAN EPIDEMIOLOGY CENTRE JAN 2001-DEC 2005

THE GOVERNMENTS AND ORGANISATIONS PARTY TO THIS AGREEMENT ("THE MEMBERS"),

DESIRING to provide for the continued operation of the Caribbean Epidemiology Centre ("CAREC") , by the Pan American health Organisation/World Health Organisation ("PAHO/WHO"), in conformity with the Multilateral Agreement for the Operation of the Trinidad Regional Virus Laboratory signed by the Parties thereto on June 18, 1974, July 14, 1974 and October 4, 1974, respectively, and as amended and extended through 31 December, 1995, and December 231, 2000.

CONSIDERING the importance of CAREC to the health of the peoples of the Caribbean,

HAVE AGREED on the operation of CAREC and its financial support as set out below.

PART I - MISSION

The mission of CAREC shall be, among others, to improve the health status of Caribbean people by working with and advancing the capability of the Members in epidemiology, laboratory technology, and related public health disciplines through technical cooperation, service, training, and research, and a well trained, motivated staff.

PART II - FUNCTIONS

The functions of CAREC shall be:

1. To serve as a specialised technical resource of Caribbean Cooperation in Health (CCH) to assist, advise, and cooperate with Members in the surveillance, prevention, and control of non-communicable as well as communicable diseases and in the development of health promotion programmes by the Members to such ends.

2. To act as a Centre for epidemiological and statistical analysis, including situational analysis and trend assessment for all countries in the Caribbean which are Members or which will be participating in, or cooperating with CAREC.

3. To assist, advise and cooperate with the Members on the attainment of the level of national epidemiological and laboratory capacity necessary for defining health sector priorities, designing effective interventions and evaluation performance, including the development and maintenance of effective surveillance and control measures for health problems of public health importance.

4. To provide reference and referral laboratory services in microbiology, immunology, and medical entomology, in support of national, CCH and regional programmes of disease surveillance and control, the range of services to be consistent with national needs and the recommendations for the Council of CAREC (the "Council").

5. To maintain facilities for the investigation of selected human and animal diseases and health problems of public health importance.

6. To assess new laboratory procedures, provide advisory services on their suitability, and maintain test panels to facilitate the assessment.

7. To provide training in epidemiology, laboratory technology, and related public health disciplines and their application to surveillance, epidemic investigation and control, health situation analysis and trend assessment; to cooperate in relevant training in related areas such as economics and social sciences and to assist participating Universities with teaching.

8. To undertake and collaborate in applied and operational research on health and disease problems of importance to the Caribbean.

9. To provide facilities for visiting scientists, academics, attached students, etc., where feasible.

10. To collaborate closely with all Caribbean and other regional and international institutions, and with non-governmental and private sector entities working in related fields of activity, as well as with the Universities of the West Indies, Guyana and Suriname, particular with faculties of medical and related health sciences, with the Caribbean Health Research Council ("the CHRC") and with the Secretariat of the Caribbean Community ("CARICOM") acting as the Secretariat of the Council on Human and Social Development ("the COHSOD").

11. To promote and advocate policies and programmes to protect health and prevent disease, including the implementation of an improved public health infrastructure.

12. To promote and advocate the implementation of an improved public health infrastructure, including epidemiology and laboratory services.

13. To mobilise technical, financial, and information resources on behalf of Members to address important health problems.

14. To disseminate information to governments and other agencies for the purpose of improving health and preventing disease.

15. To perform such other functions as the Council may recommend from time to time.

PART III - PROGRAMME

1. An Annual Report shall be prepared by the Director of CAREC covering the period January 1 to December 31 of the previous year. The report shall be reviewed and distributed to members of the Scientific Advisory Committee (the "SAC"), the Council and the Members. The report shall include a review of the year's activities and a general plan of future activities.

2. The activities carried out by CAREC shall include, but not be limited to, the following:

(a) Health and Disease surveillance

(i) CAREC shall receive, analyse and distribute surveillance data, and shall develop, distribute and coordinate standard surveillance procedures;

(ii) surveillance activities shall be coordinated with the international surveillance programme of PAHO/WHO;

(iii) staff shall be available to provide prompt help and advice on disease prevention and control strategies;

(iv) staff shall make regular visits to advise on the development of national surveillance, laboratory operations, disease prevention and control;

(v) CAREC shall promote the capacity of its members to carry out relevant surveillance activities;

(vi) CAREC shall promote and coordinate the development and implement of the Caribbean Surveillance system.

(b) Health Situation Analysis and Trend Assessment

(i) CAREC shall provide technical assistance to the Members for the analysis of the health situation and trends of the population, and the use of the resulting information in health planning, policy development and programming process;

(ii) CAREC shall collaborate with the Members to strengthen the database utilised to analyse the health situation and trends of the population.

(c) Laboratory Services

(i) CAREC shall provide to the members selected laboratory diagnostic, and reference and referral services in support of the surveillance, prevention and control of important public health problems.

(ii) CAREC shall maintain up-to-date information concerning laboratory resources available to serve the Caribbean Region;

(iii) CAREC shall promote the development, and implementation of Caribbean regional laboratory guidelines and systems;

(iv) CAREC shall provide quality assurance programs to assure quality of testing in laboratories in Member countries;

(v) applied research, in collaboration with appropriate partners, shall be conducted into diseases of public health importance;

(vi) support shall be provided to outbreak investigations to confirm aetiology and monitor trends.

(d) Education and Training

(i) training courses in public health disciplines, including epidemiology, surveillance and laboratory procedures, shall be offered to professional and technical personnel working in the Caribbean Region;

(ii) the staff of CAREC shall assist participating agencies in orienting government personnel at the policy-making level and in planning for practical training on particular problems and programmes;

(iii) CAREC shall engage in mutual development and implementation of education programmes with the participating universities.

(e) Research

CAREC shall conduct studies to identify major health problems facing the Caribbean Region, determine the potential for their control and evaluate the impact of interventions.

(f) Publications

(i) CAREC shall publish regular reports on health problems in the Caribbean Region;

(ii) CAREC shall collect, print, publish and disseminate a variety of technical reports and educational materials on health in electronic and hard copy formats.

(g) General Management of CAREC

(i) CAREC shall strive to improve its service and relevance to members, practice prudent financial management, and have training and development policies that ensure staff competencies necessary to carry out its mission and programmes;

(ii) CAREC shall maintain personnel and financial records in keeping with PAHO/WHO's and CAREC's administrative rules and regulations and provide annual analyses of its general administrative status;

(iii) in light of changing health situation assessments of the Region, CAREC shall determine its actual and potential contribution to the identified priority health issues.

PART IV - ORGANISATION AND ADMINISTRATION

1. Legal Capacity

CAREC shall have the capacity of a legal person to perform any legal act which may be appropriate for the execution of its functions, as laid down in this Agreement and as authorised by the Director of PAHO/WHO.

2. Administration

(a) the Director of PAHO/WHO, in accordance with PAHO/WHO's rules and regulations, and in consultation with the Council, shall designate a Director who shall be the chief technical and administrative officer of CAREC, and who shall be responsible to the Director of PAHO/WHO and the Council through appropriate channels;

(b) the Director of PAHO/WHO shall consult with the Members, as necessary, regarding the selection of CAREC'S Director. Such person shall be acceptable to the host government;

(c) PAHO/WHO shall, on the recommendation of the Council, establish the policies and procedures governing the conditions of employment of CAREC staff.

3. The Council

(a) Composition

There shall be a Council composed of representatives from the following governments and organisations:

(i) Governments:

(a) the Minister of Health of the host Government, the Republic of Trinidad and Tobago, or his/her designate;

(b) five (5) representatives, other from the Republic of Trinidad and Tobago, who shall be designated by the COHSOD, to serve for three (3) year periods. Due consideration shall be given to regional representation, including the participation of the United Kingdom Overseas Territories, the Netherlands Antilles and Aruba.;

(ii) Caribbean Organisations:

(a) The University of the West Indies, whose Vice-Chancellor or designate shall serve as Chairperson of the Council;

(b) the CHRC represented by its Chairperson or designate;

(c) The CARICOM Secretariat represented by the Secretary General or designate;

(b) Secretariat:

The Director of CAREC shall be Secretary of the Council and may participate in the deliberations without vote;

(c) Meetings:

The Council shall usually meet annually and shall determine at each meeting the date for the next meeting. In the interim, the Chairperson of the Council shall be consulted by the Director of CAREC, or by another person designated by the Director of PAHO/WHO, on matters requiring attention before the next scheduled meeting. In agreement with the Director of PAHO/WHO, the Chairperson may convene a special meeting of the Council to deal with an emergency situation.

(d) Observer status:

Observer status may be granted on an ad hoc basis to any of the following entities, which may, at its own expense and with the concurrence of the Chairman of the Council and the Director of PAHO/WHO, participate in the deliberations of the Council, without vote:

(i) any government that is a Member of PAHO/WHO, not otherwise represented on the Council;

(ii) any agency contributing to the budget of CAREC;

(iii) any government that is a member of the World Health Orgainsation ("WHO")

(e) Functions

The Council shall:

(i) review the Annual Report and the progress made on the Council's recommendations and submit its comments to the Director of PAHO/WHO;

(ii) review the proposed programme and budget of CAREC, including the report of the SAC, and make recommendations to the Director of PAHO/WHO, for transmittal to the Members of CAREC and to the COHSOD;

(iii) review proposed modifications to or extension of the respective percentages for quota contributions for members, and submit its recommendations to the Director of PAHO/WHO, for transmittal to the members and to the COHSOD;

(iv) review policies concerning the future operation of CAREC, including provision for service to, and participation of, other governments and organistions, and the determination of circumstances in which fees may be charged;

(v) review amendments to statutory regulations for the management of CAREC's resources;

(vi) determine its terms of reference and rules of procedures as well as those of the

SAC;

(vii) establish sub-committees and working groups, as may be necessary.

4. Scientific Advisory Committee

There shall be a SAC to advise the Director of PAHO/WHO through the Council on the scientific programme of CAREC.

(a) Composition:

The SAC shall be composed as follows:

(i) three (3) members designated by the University of the West Indies;

(ii) one (1) member designated by the University of Guyana;

(iii) one member designated by the University of Suriname;

(iv) four (4) members designated by the COHSOD. Due consideration shall be given to regional representation, including the participation of the British Dependent Territories, the Netherlands Antilles and Aruba;

(v) one (1) member designated by the Host Government, the Republic of Trinidad and Tobago;

(vi) one (1) member representing the Secretariat of CARICOM;

(vii) one (1) member designated by the CHRC.

(b) Election and Term:

(i) the Chairperson of the SAC shall be elected by the members thereof and shall serve for a maximum of four (4) years;

(ii) except when elected to be Chairperson, a member of the SAC shall not normally be designated for more than four (4) consecutive years;

(iii) any member of SAC wh has served for four (4) years may be granted an extension for one (1) more year as an observer, at the request and expense of the designating government or organisations.

(c) Meetings:

The SAC shall meet at least biennially, and may determine at each meeting the date for its next meeting. The Director of CAREC may, with the approval of the Director of PAHO/WHO, convent a special meeting of the SAC.

(d) Observer Status:

Observer status may be granted on an ad hoc basis to any of the following entities, which may, at its own expense and with the concurrence of the Chairman of the SAC and the Director of PAHO/WHO, participate in the deliberations of the SAC, without vote:

(i) any government that is a Member of PAHO/WHO, not otherwise represented on the SAC;

(ii) any agency contributing to the budget or collaborating in the programmes of CAREC;

(iii) any government that is a Member of WHO

(iv) specialists in epidemiology, laboratory or related public health disciplines.

PART V - FINANCIAL SUPPORT

The budget of CAREC as approved by the COHSOD shall consist of contributions from the Members as determined from time to time by the COHSOD, based on the following factors:

1. The Republic of Trinidad and Tobago contributes 55.04% of Member Government contributions. As new Member Governments join CAREC, the Republic of Trinidad and Tobago's share shall be reduces accordingly.

2. Other Member Governments shall contribute the remaining 44.96% as adjusted from time to time, based on the method of calculating assessments approved by the COHSOD.

3. As new members join CAREC, the budget will be increased according to assessments approved by the COHSOD.

To further the range and impact of its functions, CAREC shall mobilise financial resources and make use of cost-sharing and cost-recovery arrangements with its Member and other entities, such as non-Member countries, non-governmental organisations and private sector entities, to the extent that such activities are consistent with PAHO/WHO rules and regulations.

PART VI - FACILITIES, PRIVILEGES AND IMMUNITIES

1. Member Governments shall apply to PAHO/WHO and its officials assigned to CAREC the privileges and immunities provided for in the Convention on the Privileges and Immunities of the Specialised Agencies of the United nations approved by the General Council of the United Nations on 21 November 1947. These privileges and immunities shall also be extendedmutatis mutandis to CAREC and to its personnel, funds, property and assets.

2. Members shall be responsible for dealing with any claim which may be brought by third parties against PAHO/WHO (either in its own name or in the name of CAREC) or CAREC, or their or its officials or other persons performing services on their or its behalf under this Agreement, and shall hold harmless PAHO/WHO, and CAREC, their or its officials, and the above-mentioned persons in case of any claims or liabilities resulting from operations under this Agreement, except where it is agreed by Member Governments and PAHO/WHO or CAREC as the case may be, that such claims or liabilities arise from the gross negligence or wilful misconduct of such officials or other such persons.

3. Members shall insure or indemnify PAHO/WHO for civil liability under the laws of their respective countries in respect of vehicles provided under this Agreement by PAHO/WHO for so long as PAHO/WHO retains ownership thereof.

4. Each Member Government shall take all measures necessary to facilitate the entry into, residence in, and departure from the respective country of all persons having official business with CAREC, including officials, experts, and consultants of PAHO/WHO and of other international agencies concerned with the programme, technicians, and fellow or trainees accepted by CAREC to participate in courses, meetings, seminars, or other special studies, and other persons performing services on its behalf under this Agreement.

GENERAL PROVISIONS

1. This Agreement shall enter into force on 1 January 2001 after its signature by a majority of CAREC Members, including the Host Country, Trinidad and Tobago, and shall be valid through December 21, 2005.

2. This Agreement may be modified, in which event the Parties hereto shall consult each other concerning the modifications to be made, and such modifications shall become effective upon agreement reached and signed by all parties to this Agreement.

3. Subject to established policies, CAREC may cooperate with other governments not members of the COHSOD and organisations interested in the programmes of CAREC. Such other governments may apply for and become contributing Members of CAREC upon approval by the

COHSOD and all other Members.

4. Acceptance of this Agreement by other contributing governments or organisations shall be expressed by means of a letter of acceptance including its respective assigned quota, addressed to the Director of PAHO/WHO.

5. Any dispute arising out of the application of interpretation of this Agreement shall be settled by negotiations or, if necessary, by arbitration in accordance with procedures to be agreed upon in writing and signed by the Parties to the dispute. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.

6. This Agreement shall be interpreted in light of its fundamental objective, which is to make it possible for CAREC to carry out its functions fully and efficiently and to attain its mission.