



**PROTOCOL
TO THE AGREEMENT ESTABLISHING
THE CARIBBEAN COURT OF JUSTICE
RELATING TO SECURITY OF
TENURE OF MEMBERS OF THE
REGIONAL JUDICIAL
AND LEGAL SERVICES COMMISSION**

**PROTOCOL TO THE AGREEMENT ESTABLISHING THE CARIBBEAN COURT
OF JUSTICE RELATING TO SECURITY OF TENURE OF MEMBERS OF THE
REGIONAL JUDICIAL AND LEGAL SERVICES COMMISSION**

PREAMBLE

The Contracting Parties,

Noting that the Agreement Establishing the Caribbean Court of Justice, hereinafter referred to as “the Agreement”, entered into force on 23 July 2002;

Conscious that security of tenure of the members of the Regional Judicial and Legal Services Commission is necessary to protect their independence and impartiality;

Desirous of providing for the security of tenure of members of the Commission,

Have agreed as follows:

ARTICLE I
USE OF TERMS

In this Protocol –

“Chairman” means the Chairman of the Commission;

“Commission” means the Regional Judicial and Legal Services Commission established by the Agreement;

“Contracting Party” means a State Party to the Agreement;

“Court” means the Caribbean Court of Justice;

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

ARTICLE II
**REMOVAL FROM OFFICE OF
MEMBERS OF THE COMMISSION**

1. Subject to Article V of the Agreement, a member of the Commission, other than the Chairman –

- (a) may be removed from office only for inability to perform the functions of his office, whether arising from illness or any other cause or for misbehaviour, and shall not be so removed except in accordance with this Article; and
- (b) shall be removed from office by the Heads of Government, if the question of the removal of that member has been referred by the Heads of Government to a tribunal and the tribunal has advised that the member ought to be removed from office for inability or misbehaviour referred to in sub paragraph (a).

2. If at least three Heads of Government jointly represent to the other Heads that the question of removing a member, other than the Chairman, from office ought to be investigated, then -

- (a) the Chairman shall appoint a tribunal which shall consist of three persons, selected by the Chairman after such consultations as may be considered expedient, from among persons who hold or have held office as a Judge of a court of unlimited jurisdiction in civil and criminal matters in some part of the Commonwealth, or in a State exercising civil law jurisprudence common to Contracting Parties, or a court having jurisdiction in appeals from any such court; and
- (b) the tribunal shall enquire into the matter and advise the Chairman whether or not the member ought to be removed from office.

3. The provisions of any law relating to the holding of commissions of inquiry in the Contracting Party where the inquiry is held shall apply as nearly as may be in relation to tribunals appointed under paragraph 2 or, as the context may require, to the members thereof as they apply in relation to Commissions or Commissioners appointed under that law.

4. Where the question of removing a member of the Commission from office has been referred to a tribunal under paragraph 2, the Heads of Government shall suspend such member from performing the functions of his office, and any such suspension shall cease to have effect if the tribunal advises the Heads of Government that the member ought not to be removed from office.

ARTICLE III
SIGNATURE

This Protocol shall be open for signature by the Contracting Parties to the Agreement.

ARTICLE IV
ENTRY INTO FORCE

This Protocol shall enter into force immediately upon signature of at least three Contracting Parties.

ARTICLE V
ACCESSION

1. A Contracting Party to the Agreement may accede to this Protocol.
2. Instruments of accession shall be deposited with the Secretary-General who shall transmit certified copies to the Governments of the Contracting Parties.

ARTICLE VI
AMENDMENTS

1. Consultations in respect of any amendment to this Protocol may be initiated by the Government of a Contracting Party.
2. Amendments shall enter into force upon their acceptance by all of the Contracting Parties.

ARTICLE VII
DEPOSITARY

This Protocol and any amendment thereto shall be deposited with the Secretary-General who shall transmit certified copies to the Contracting Parties.

**ARTICLE VIII
WITHDRAWAL**

A Contracting Party that withdraws from the Agreement shall be deemed to have withdrawn from this Protocol.

IN WITNESS WHEREOF the undermentioned representatives duly authorised in that behalf have executed this Protocol for their respective Governments.

Done at St. Kitts and Nevis this 6th day of July
2006

Signed by 

For the Government of Antigua and Barbuda on the 6th day of July 2006
at Barbados, St. Kitts NEVIS

Signed by 

For the Government of Barbados on the 6th day of July
2006 at St. Kitts/Nevis

Signed by 

For the Government of Belize on the 6th day of July
2006 at St. Kitts, Nevis, July 6, 2

Signed by 

For the Government of the Commonwealth of Dominica on the 6th day of July
2006 at St. Kitts, Nevis

Signed by 

For the Government of Grenada on the 6th day of July 2006

at ST. KITTS & NEVIS

Signed by 

For the Government of the Co-operative Republic of Guyana on the 6th day of July 2006 at St Kitts and Nevis.

Signed by 

For the Government of Jamaica on the 6th day of July 2006

at ST Kitts and Nevis

Signed by

For the Government of Montserrat on the day of 2006

at

Signed by 

For the Government of St. Kitts and Nevis on the 6th day of July 2006

at St Kitts and Nevis

Signed by 

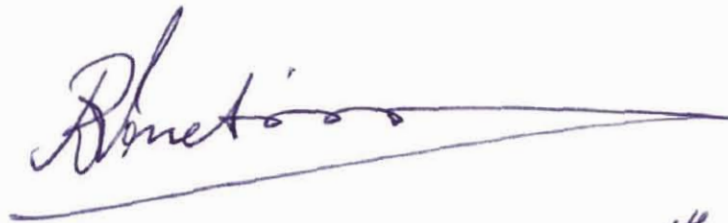
For the Government of Saint Lucia on the 6th day of July 2006

at ST. Kitts and Nevis

Signed by 

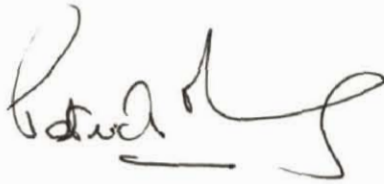
For the Government of St. Vincent and the Grenadines on the 6th day of July 2006 at St Kitts and Nevis

Signed by



For the Government of The Republic of Suriname on the 6th day of July 2006 at

Signed by



For the Government of The Republic of Trinidad and Tobago on the 6th day of July 2006 at Basseterre, St. Kitts and Nevis,