



## ST. CHRISTOPHER AND NEVIS

### CHAPTER 20.24

# INTERNATIONAL FINANCIAL ORGANISATIONS ACT

#### Revised Edition

showing the law as at 31 December 2002

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This edition contains a consolidation of the following laws—

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## **CHAPTER 20.24**

### **INTERNATIONAL FINANCIAL ORGANISATIONS ACT**

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**CHAPTER 20.24****INTERNATIONAL FINANCIAL ORGANISATIONS ACT**

AN ACT TO ENABLE SAINT CHRISTOPHER AND NEVIS TO BECOME A MEMBER OF THE INTERNATIONAL MONETARY FUND, THE INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT, THE INTERNATIONAL FINANCE CORPORATION, THE INTERNATIONAL DEVELOPMENT ASSOCIATION, AND TO BE A PARTICIPANT IN THE SPECIAL DRAWING RIGHTS DEPARTMENT OF THE FUND.

**Short title.**

1. This Act may be cited as the International Financial Organisations Act.

**Interpretation.**

2. In this Act—

“Association” means the International Development Association;

“Association Agreement” means the Articles of Agreement for the establishment and operation of the Association;

“Bank” means the International Bank for Reconstruction and Development;

“Bank Agreement” means the Articles of Agreement for the establishment and operation of the Bank;

“Corporation” means the International Finance Corporation;

“Corporation Agreement” means the Articles of Agreement for the establishment and operation of the Corporation as amended;

“Fund” means the International Monetary Fund;

“Fund Agreement” means the Articles of Agreement, as amended for the establishment and operation of the Fund;

“Membership Resolutions” means the resolutions adopted by the Board of Governors of the Fund, the Bank, the Corporation and the Association, respectively, specifying the terms and conditions upon which Saint Christopher and Nevis shall be admitted to membership in these organisations;

“Minister” means a Minister to whom responsibility for the subject of Finance is assigned.

**Authorisation for signing of and accepting the agreements.**

3. (1) The Minister is hereby authorised, on behalf of Saint Christopher and Nevis, to accept membership and to sign any or all of the following agreements, that is to say, the Fund Agreement, the Bank Agreement, the Corporation Agreement and the Association Agreement and to deposit, in the cases of the Fund Agreement and the Bank Agreement, with the Government of the United States, and, in the cases of the Corporation Agreement, and the Association Agreement, with the Bank, instruments of acceptance of the said Agreements and to accept the terms and conditions of the Resolutions respectively prescribed thereunder relating to the admission of Saint Christopher and Nevis to membership, or by instruments under his or her hand, to empower such person as may be named in such instruments to sign the said Agreements and to deposit the said instruments of acceptance as aforesaid.

(2) The Minister is hereby authorised to execute and deposit with the Fund on behalf of Saint Christopher and Nevis an instrument of participation stating that Saint Christopher and Nevis undertakes all the obligations of a participant in the Special Drawing Rights Department of the Fund in accordance with the laws of Saint Christopher and Nevis and representing that Saint Christopher and Nevis has taken all steps necessary to enable it to carry out all of these obligations, or by instruments under his or her hand to empower such person as may be named in such instruments to deposit the instrument of participation with the Fund.

#### **Financial Provisions.**

4. (1) There shall be paid out of the Consolidated Fund, on the warrant of the Minister, all sums required for the purposes of making—

- (a) all payments required to be made from time to time to the Fund under the terms and conditions of the Membership Resolution and the Fund Agreement;
- (b) all payments required to be made from time to time to the Bank under the provisions of the Membership Resolution and the Bank Agreement;
- (c) all payments required to be made to the Corporation under the provisions of the Membership Resolution and the Corporation Agreement; and
- (d) all payments required to be made from time to time to the Association under the Membership Resolution and the Association Agreement.

(2) The Minister may, if he or she thinks fit, create and issue to the Fund, the Bank or the Association non-interest bearing and non-negotiable notes or similar obligations as are provided for by Article III section 4 of the Fund Agreement, by section 12 of Article V of the Bank Agreement and by paragraph (e) of section 2 of Article II of the Association Agreement (which sections relate to the acceptance by the Fund, the Bank, or the Association, as the case may be, of notes or similar obligations in place of currency), and the sums payable under such notes or obligations so created and issued shall be a charge on the Consolidated Fund.

(3) Any sums received by the Government of Saint Christopher and Nevis from the Fund (other than sums received by reason of operations or transactions under Article V of the Fund Agreement), any sums received by the Government of Saint Christopher and Nevis from the Bank or the Corporation on account of its subscription to the capital stock thereof, and any sums received by the Government of Saint Christopher and Nevis from the Association on account of its subscriptions therein or of supplementary resources provided by it, shall be paid into the Consolidated Fund.

#### **Designation of Fiscal Agency.**

5. (1) The Eastern Caribbean Central Bank shall serve as the Fiscal Agency as required under Article V, section 1 of the Fund Agreement and Article III section 2 of the Bank Agreement, Article IV, Section 9 of the Corporation Agreement, and is accordingly authorised to carry out, on behalf of Saint Christopher and Nevis all operations and transactions authorised under the various provisions of the Articles of Agreement of the Fund, the Bank and the Corporation.

(2) The Eastern Caribbean Central Bank is designated as depository for the holdings of currency in Saint Christopher and Nevis by the Fund and the Bank.

**Credits under agreements payable to Fiscal Agency.**

6. The Eastern Caribbean Central Bank shall be credited with any amount which may be paid or transferred to Saint Christopher and Nevis in operations and transactions authorised under the various provisions of the Fund Agreement and the Bank Agreement.

**Certain provisions of Agreements given the force of law in Saint Christopher and Nevis.**

7. The provisions of—

- (a) Article IX sections 2 to 9 inclusive, and Article XXI(b), of the Fund Agreement;
- (b) Article VII sections 2 to 9 inclusive of the Bank Agreement;
- (c) Article VI sections 2 to 9 inclusive of the Corporation Agreement; and
- (d) Article VIII sections 2 to 9 inclusive of the Association Agreement,

as set forth in the respective Schedules to this Act shall have the force of law in Saint Christopher and Nevis.

**Unenforceability of certain exchange contracts.**

8. Exchange contracts which involve the currency of any member of the Fund and which are contrary to the exchange control regulations of that member maintained or imposed consistently with the Fund Agreement shall be unenforceable in Saint Christopher and Nevis.

**Power of Governor-General to make regulations.**

9. The Governor-General shall, by Order, make such regulations as are necessary for carrying into effect the obligations of Saint Christopher and Nevis under any of the provisions of the Fund Agreement, the Bank Agreement, the Corporation Agreement, the Association Agreement and the Resolutions referred to in section 3(1) above, and to give full force and effect to the provisions of this law.

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**FIRST SCHEDULE***(Section 7(a))*

ARTICLES (IX AND XXI) OF THE FUND AGREEMENT.

**International Monetary Fund****ARTICLE IX****STATUS, IMMUNITIES AND PRIVILEGES****Section 2. Status of the Fund**

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

- (i) to contract;
- (ii) to acquire and dispose of immovable and movable property; and
- (iii) to institute legal proceedings.

**Section 3. Immunity from judicial process**

The Fund, its property and its assets, wherever located and by whomsoever held, shall enjoy immunity from every form of judicial process except to the extent that it expressly waives its immunity for the purpose of any proceedings or by the terms of any contract.

**Section 4. Immunity from other action**

Property and assets of the Fund, wherever located and by whomsoever held, shall be immune from search, requisition, confiscation, expropriation, or any other form of seizure by executive or legislative action.

**Section 5. Immunity of archives**

The archives of the Fund shall be inviolable.

**Section 6. Freedom of assets from restrictions**

To the extent necessary to carry out the activities provided for in this Agreement, all property and assets of the Fund shall be free from restrictions, regulations, control and moratoria of any nature.

**Section 7. Privilege for communications**

The official communications of the Fund shall be accorded by members the same treatment as the official communications of other members.

**Section 8. Immunities and privileges of Officers and Employees**

All Governors, Executive Directors, Alternates, members of committees, representatives appointed under Article XII, section 3(j), advisors of any of the foregoing persons, officers, and employees of the Fund:

- (i) shall be immune from legal process with respect to acts performed by them in their official capacity except when the Fund waives this immunity;



- (ii) not being local nationals, shall be granted the same immunities from immigration restrictions, alien registration requirements and national service obligations and the same facilities as regards exchange restrictions as are accorded by members to the representatives, officials, and employees of comparable rank of other members; and
- (iii) shall be granted the same treatment in respect of travelling facilities as is accorded by members to representatives, officials, and employees of comparable rank of other members.

#### Section 9. **Immunities from Taxation**

- (a) The Fund, its assets, property, income and its operations and transactions authorised by this Agreement shall be immune from all taxation and from all customs duties. The Fund shall also be immune from liability for the collection or payment of any tax or duty.
- (b) No tax shall be levied on or in respect of salaries and emoluments paid by the Fund to Executive Directors, Alternates, officers, or employees of the Fund who are not local citizens, local subjects, or other local nationals.
- (c) No taxation of any kind shall be levied on any obligation or security issued by the Fund, including any dividend or interest thereon, by whomsoever held:
  - (i) which discriminates against such obligation or security solely because of its origin; or
  - (ii) if the sole jurisdictional basis for such taxation is the place or currency in which it is issued, made payable or paid, or the location of any office or place of business maintained by the Fund.

### ARTICLE XXI

#### ADMINISTRATION OF THE GENERAL DEPARTMENT AND THE SPECIAL DRAWING RIGHTS DEPARTMENT

- (b) In addition to the privileges and immunities that are accorded under Article IX of this Agreement, no tax of any kind shall be levied on special drawing rights or on operations or transactions in special drawing rights.
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**SECOND SCHEDULE***(Section 7(b))***ARTICLE VII OF THE BANK AGREEMENT****International Bank for Reconstruction and Development****ARTICLE VII****STATUS, IMMUNITIES AND PRIVILEGES****Section 2. Status of the Bank**

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

- (i) to contract;
- (ii) to acquire and dispose of immovable and movable property;
- (iii) to institute legal proceedings.

**Section 3. Position of the Bank with regard to Judicial process**

Actions may be brought against the Bank only in a court of competent jurisdiction in the territories of a member in which the Bank has an office, has appointed an agent for the purpose of accepting service or notice of process, or has issued or guaranteed securities. No action shall, however, be brought by members or persons acting for or deriving claims from members. The property and assets of the Bank shall, wheresoever located and by whomsoever held, be immune from all forms of seizure, attachment or execution before the delivery of final judgment against the Bank.

**Section 4. Immunity of assets from seizure**

Property and assets of the Bank, wherever located and by whomsoever held shall be immune from search, requisition, confiscation, expropriation or any other form of seizure by executive or legislative action.

**Section 5. Immunity of Archives**

The archives of the Bank shall be inviolable.

**Section 6. Freedom of assets from restrictions**

To the extent necessary to carry out the operations provided for in this Agreement and subject to the provisions of this Agreement, all property and assets of the Bank shall be free from restrictions, regulations, controls and moratoria of any nature.

**Section 7. Privileges for communications**

The official communications of the Bank shall be accorded by each member the same treatment that it accords to the official communications of other members.

**Section 8. Immunities and privileges of Officers and Employees**

All Governors, Executive Directors, Alternates, Officers and Employees of the Bank:

- (i) shall be immune from legal process with respect to acts performed by them in their official capacity except when the Bank waives this immunity;
- (ii) not being local nationals, shall be accorded the same immunities from immigration restrictions, alien registration requirements and national service obligations and the same facilities as regard exchange restrictions as are accorded by members to the representatives, officials, and employees of comparable rank of other members;
- (iii) shall be granted the same treatment in respect of travelling facilities as is accorded by members to representatives, officials and employees of comparable rank of other members.

**Section 9. Immunities from Taxation**

- (a) The Bank, its assets, property, income and its operations and transactions authorised by this Agreement, shall be immune from all taxation and from all custom duties. The Bank shall also be immune from liability for the collection or payment of any tax or duty.
- (b) No tax shall be levied on or in respect of salaries and emoluments paid by the Bank to Executive Directors, Alternates, officials or employees of the Bank who are not local citizens, local subjects, or other local nationals.
- (c) No taxation of any kind shall be levied on any obligation or security issued by the Bank (including any dividend or interest thereon) by whomsoever held
  - (i) which discriminates against such obligation or security solely because it is issued by the Bank; or
  - (ii) if the sole jurisdictional basis for such taxation is the place or currency in which it is issued, made payable or paid, or the location of any office or place of business maintained by the Bank.
- (d) No taxation of any kind shall be levied on any obligation or security guaranteed by the Bank (including any dividend or interest thereon) by whomsoever held
  - (i) which discriminates against such obligation or security solely because it is guaranteed by the Bank; or
  - (ii) if the sole jurisdictional basis for such taxation is the location of any office or place of business maintained by the Bank.

**THIRD SCHEDULE***(Section 7(c))*

## ARTICLE VI OF THE CORPORATION AGREEMENT

**International Finance Corporation****ARTICLE VI****STATUS, IMMUNITIES AND PRIVILEGES****Section 2. Status of the Corporation**

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

- (i) to contract;
- (ii) to acquire and dispose of immovable and movable property;
- (iii) to institute legal proceedings.

**Section 3. Position of the Corporation with regard to Judicial process**

Actions may be brought against the Corporation only in a court of competent Jurisdiction in the territories of a member in which the Corporation has an office, has appointed an agent for the purpose of accepting service or notice of process, or has issued or guaranteed securities. No action shall, however, be brought by members or persons acting for or deriving claims from members. The property and assets of the Corporation shall, wheresoever located and by whomsoever held, be immune from all forms of seizure, attachment or execution before the delivery of final judgment against the Corporation.

**Section 4. Immunity of Assets from Seizure**

Property and assets of the Corporation, wherever located and by whomsoever held, shall be immune from search, requisition, confiscation, expropriation or any other form of seizure by executive or legislative action.

**Section 5. Immunity of Archives**

The archives of the Corporation shall be inviolable.

**Section 6. Freedom of Assets from Restrictions**

To the extent necessary to carry out the operation provided for in this Agreement and subject to the provisions of Article III, section 5, and the other provisions of this Agreement, all property and assets of the Corporation shall be free from restrictions, regulations, controls and moratoria of any nature.

**Section 7. Privileges for Communications**

The official communications of the Corporation shall be accorded by each member the same that it accords to the official communications of other members.

**Section 8. Immunities and Privileges of Officers and Employees**

All Governors, Directors, Alternates, Officers and Employees of the Corporation:

- (i) shall be immune from legal process with respect to acts performed by them in their official capacity;
- (ii) not being local nationals, shall be accorded the same immunities from immigration restrictions, alien registration requirements and national service obligations and the same facilities as regards exchange restrictions as are accorded by members to the representatives, officials, and employees of comparable rank of other members;
- (iii) shall be granted the same treatment in respect of travelling facilities as is accorded by members to representatives, officials and employees of comparable rank of other members.

**Section 9. Immunities from Taxation**

- (a) The Corporation, its assets, property, income and its operations and transactions authorised by this Agreement, shall be immune from all taxation and from all customs duties. The Corporation shall also be immune from liability for the collection or payment of any tax or duty.
- (b) No tax shall be levied on or in respect of salaries and emoluments paid by the Corporation to Directors, Alternates, officials, or employees of the Corporation who are not local citizens, local subjects, or other local nationals.
- (c) No taxation of any kind shall be levied on any obligation or security issued by the Corporation (including any dividend or interest thereon) by whomsoever held:
  - (i) which discriminates against such obligation or security solely because it is issued by the Corporation; or
  - (ii) if the sole jurisdictional basis for taxation is the place or currency in which it is issued made payable or paid, or the location of any office or place of business maintained by the Corporation.
- (d) No taxation of any kind shall be levied on any obligation or security guaranteed by the Corporation (including any dividend or interest thereon) by whomsoever held:
  - (i) which discriminates against such obligation or security solely because it is guaranteed by the Corporation; or
  - (ii) if the sole jurisdictional basis for such taxation is the location of any office or place of business maintained by the Corporation.

**FOURTH SCHEDULE***(Section 7(d))*

## ARTICLE VIII OF THE ASSOCIATION AGREEMENT

**International Development Association****ARTICLE VIII****STATUS, IMMUNITIES AND PRIVILEGES****Section 2. Status of the Association**

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

- (i) to contract;
- (ii) to acquire and dispose of immovable and movable property;
- (iii) to institute legal proceedings.

**Section 3. Position of the Association with regard to Judicial Process**

Action may be brought against the Association only in a court of competent jurisdiction in the territories of a member in which the Association has an office, has appointed an agent for the purpose of accepting service or notice of process or has issued or guaranteed securities. No action shall, however, be brought by members or persons acting for or deriving claims from members. The property and assets of the Association shall, wheresoever located and by whomsoever held, be immune from all forms of seizure, attachment or execution before the delivery of final judgment against the Association.

**Section 4. Immunity of Assets from Seizure**

Property and assets of the Association, wherever located and by whomsoever held, shall be immune from search, requisition, confiscation, expropriation or any other form of seizure by executive or legislative action.

**Section 5. Immunity of Archives**

The Archives of the Association shall be inviolable.

**Section 6. Freedom of Assets from Restrictions**

To the extent necessary to carry out the operations provided for in this Agreement and subject to the provisions of this Agreement, all property and assets of the Association shall be free from restrictions, regulations, controls and moratoria of any nature.

**Section 7. Privileges for Communications**

The official communications of the Association shall be accorded by each member the same treatment that it accords to the official communications of other members.

**Section 8. Immunities and Privileges of Officers and Employees**

All Governors, Executive Directors, Alternates, Officers and Employees of the Association:

- (i) shall be immune from legal process with respect to acts performed by them in their official capacity except when the Association waives this immunity;
- (ii) not being local nationals, shall be accorded the same immunities from immigration restrictions, alien registration requirements and national service obligations and the same facilities as regards exchange restrictions as are accorded by members to the representatives, officials, and employees of comparable rank of other members;
- (iii) shall be granted the same treatment in respect of travelling facilities as is accorded by members to representatives, officials and employees of comparable rank of other members.

**Section 9. Immunities from Taxation**

- (a) The Association, its assets, property, income and its operations and transactions authorised by this Agreement, shall be immune from all taxation and from all customs duties. The Association shall also be immune from liability for the collection or payment of any tax or duty.
- (b) No tax shall be levied on or in respect of salaries and emoluments paid by the Association to Executive Directors, Alternates, officials or employees of the Association who are not local citizens, local subjects, or other local nationals.
- (c) No taxation of any kind shall be levied on any obligation or security issued by the Association (including any dividend or interest thereon) by whomsoever held:
  - (i) which discriminates against such obligation or security solely because it is issued by the Association; or
  - (ii) if the sole jurisdictional basis for such taxation is the place or currency in which it is issued, made payable or paid, or the location of any office or place of business maintained by the Association.
- (d) No taxation of any kind shall be levied on any obligation or security guaranteed by the Association (including any dividend or interest thereon) by whomsoever held:
  - (i) which discriminates against such obligation or security solely because it is guaranteed by the Association; or
  - (ii) if the sole jurisdictional basis for such taxation is the location of any office or place of business maintained by the Association.