

INTERNATIONAL DEVELOPMENT LAW ORGANIZATION BILL, 2024

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INTERNATIONAL DEVELOPMENT LAW ORGANIZATION BILL, 2024

A BILL FOR AN ACT TO INCORPORATE THE AGREEMENT GRANTING LEGAL STATUS TO THE INTERNATIONAL DEVELOPMENT LAW ORGANIZATION INTO THE LAWS OF THE BAHAMAS AND FOR CONNECTED PURPOSES

Enacted by the Parliament of The Bahamas

1. Short title and commencement.

- (1) This Act may be cited as the International Development Law Organization Act, 2024.
- (2) This Act shall come into force on such date as the Minister may appoint by Notice, published in the *Gazette*.

2. Interpretation.

In this Act —

- “**Agreement**” means the Agreement granting legal status to the International Development Law Organization as set out in the Schedule;
- “**Government**” means the Government of The Commonwealth of The Bahamas;
- “**Organization**” means the offices of the International Development Law Organization operating in The Commonwealth of The Bahamas;
- “**Minister**” means the Minister responsible for Foreign Affairs.

3. Legal effect.

The Agreement shall have the force of law in The Bahamas, subject to this Act and the terms and conditions set out in the Agreement.

4. Legal status.

- (1) The Organization shall possess full juridical personality, in particular the capacity —
 - (a) to make contracts;
 - (b) to acquire and dispose of movable and immovable property; and
 - (c) in its own name, to initiate and defend legal proceedings.
- (2) Without prejudice to subsection (1), the Organization shall have the same immunities and privileges as an organization under the International Organizations (Immunities and Privileges) Act (*Ch. 14*).

5. Minister may amend Schedule.

- (1) Where an amendment to the Agreement is accepted and approved by the Government, the Minister may by Order, amend the Schedule for the purpose of giving effect to the amendment.
- (2) An Order made under this section may contain such consequential, supplemental or ancillary provisions as appear to the Minister to be necessary for the purpose of giving effect to an amendment and may contain provisions amending references in this Act to specific provisions of the Agreement.
- (3) Where the Schedule is amended pursuant to this section, any reference in this Act or any other instrument to the Agreement shall, unless the context otherwise requires, be construed as a reference to the Agreement.

SCHEDULE

(section 2)

Host Country Agreement between The Commonwealth of The Bahamas and the International Development Law Organization

The Commonwealth of The Bahamas

and

the International Development Law Organization (“IDLO”), hereinafter together the “Parties”,

NOTING that the International Development Law Organization (hereinafter referred to as “IDLO” or the “Organization”) is an intergovernmental organization dedicated to promoting the rule of law that was formed under the Agreement for the Establishment of IDLO signed in Rome on February 5, 1988, as amended, with its current headquarters in Rome, Italy;

WELCOMING the desire of the IDLO to establish an office in the Commonwealth of The Bahamas (hereinafter referred to also as “Host Country”);

FURTHER NOTING that the Government of the Commonwealth of The Bahamas and the IDLO wish to set forth the conditions concerning the privileges, immunities, facilities, and services of and related to IDLO in the territory of the Host Country as are necessary for the fulfillment of the IDLO’s purposes;

Hereby agree as follows:

Article 1

Purpose

This Agreement shall regulate matters relating to or arising out of the establishment, independence, and the proper functioning of IDLO in the Commonwealth of The

Bahamas. It creates conditions conducive to the stability and independence of the Organization and to facilitate its smooth and efficient operations in the Host Country. The purpose of this Agreement is not limited to IDLO opening and operating an office in the Commonwealth of The Bahamas but to more widely facilitate the aforementioned matters. This Agreement shall be interpreted with due regard to these purposes.

Article 2 *Definitions*

For the purpose of this Agreement,

1. “Archives” means all records, documents, manuscripts, files, computer and media data, software, still and moving pictures, films, video and sound recordings, and communications and correspondence including, but not limited to, printed material, mail, electronic-mail and other electronic data, telegrams, telefax, telephone conversations, texts and messages sent through mobile devices or social media, in any form, belonging to or held by the Organization or any of its Personnel in an official capacity, and any other material which the Director-General and the Government may agree to be so designated;
2. “Director-General” means the Director-General of the Organization and, during his or her absence, any other Official specifically designated to act on his or her behalf;
3. “Emoluments” means all sums in respect of employment by the Organization paid to, vested in, or accruing to an Official or Expert in any form whatsoever;
4. “Experts” means persons, other than Officials, with specialized skills, who are performing missions for IDLO to carry out one or more specific activities or projects;
5. “Family members forming part of the household” means the spouse, domestic partner, children, or other dependents of the person concerned;
6. “Head of Office” means the IDLO Official who has been designated by the

Director-General to be in charge of the IDLO Office in the Commonwealth of The Bahamas;

7. “Host Country” means the Commonwealth of The Bahamas;
8. “Host Country Authorities” means the Government of the Host Country or subdivisions thereof, or such state, municipal or other authorities of the Host Country as may be appropriate in the context of the relevant provisions of this Agreement;
9. “Officials” means persons, however denominated and at whatever level of seniority, including the Director-General, who are employed by IDLO for its regular functions;
10. “Personnel” means Officials, Experts and all other individuals holding a contract of engagement with the Organization, such as interns, secondees and pro bono consultants;
11. “Premises” means the building, or part thereof, including installations, facilities, and any ancillary land made available to, maintained, occupied or used by IDLO in connection with its functions and purposes; and
12. “Property” means all property (be it material, real, or intellectual), income, assets, and funds owned, leased, held or administered by the Organization in furtherance of its functions.

Article 3

Legal status and juridical personality

The Government recognizes IDLO as an Intergovernmental Organization with legal personality and the capacity to perform legal acts required for the performance of its functions. This shall, in particular, include the capacity:

- a) To contract;
- b) To acquire, invest, and dispose of movable and immovable property; and
- c) To enjoy full juridical personality in legal proceedings.

Article 4

Immunity from legal process

Subject to Article 16, the Organization shall enjoy immunity from judicial actions and the service and execution of all forms of legal process.

Article 5

Premises

1. The Premises shall be under the control and authority of IDLO as provided for in this Agreement.
2. The Premises of IDLO shall be inviolable. The Host Country Authorities shall ensure that the Organization is not dispossessed or deprived of all or any part of its Premises without its proper written consent. Judicial actions and the service and execution of all forms of legal process, including the seizure of private property, cannot be enforced on the premises of IDLO except with the written consent of and in accordance with conditions approved by the Head of Office.
3. No person may enter the Premises or perform any official duty therein without the prior express authorization of or given on behalf of the Head of Office. Any person who is on the Premises, who is requested by or on behalf of the Head of Office to leave the Premises, shall do so immediately.
4. In case of natural calamity, fire, or other emergency of a similar nature requiring prompt protective action, or in the event that the competent authorities have reasonable cause to believe that such an emergency has occurred or is about to occur on the Premises, the consent of the Head of Office or another Official of the Organization so designated by him or her to any necessary entry into the Premises shall be presumed if neither of them can be contacted in time.
5. The Host Country shall exercise due diligence to ensure that the security and tranquillity of the Premises are not impaired by any person or group(s) of persons attempting unauthorized entry into or onto the Premises or creating

disturbances in the immediate vicinity. The competent authorities shall take all reasonable steps to ensure that the amenities of the Premises are not prejudiced and that the purposes for which the Premises are required are not obstructed by any use made of the land or buildings in the vicinity of the Premises.

6. The Organization shall have the power to make regulations, including but not limited to those governing employment, operative on the Premises for the purpose of establishing therein the conditions in all respects necessary for the full execution of its functions. Such regulations will be made available to the Host Country Authorities upon request. No law or regulation of the Host Country which is inconsistent with a regulation of the Organization shall be applicable within the Premises of the Organization or to its Personnel.

Article 6

Facilities and immunities in respect of communications

1. The Host Country Authorities shall permit IDLO to communicate freely, without observation, interception, and interference, and without a need for special permission, for all official purposes and shall protect the right of the Organization to do so, regardless of whether such communications are addressed to the IDLO Premises or any other location in the Host Country. Such treatment shall be no less favourable than that accorded by the Government to any diplomatic mission.
2. For the purposes of this Article, communications and correspondence shall include, but shall not be limited to, printed material, mail, electronic-mail and other electronic data, telegrams, telefax, telephone conversations, and texts and messages sent through mobile devices or social media, as well as publications, still and moving pictures, videos, films, sound recordings, and software. IDLO correspondence dispatched or received by courier or in bags shall have the same immunities and privileges as diplomatic couriers and bags.
3. For the fulfilment of its purposes, the Organization shall have the right to publish freely and without restrictions within the Host Country in conformity with this Agreement. No censorship shall be applied to the official communications or correspondence of IDLO, in whatever form.

Article 7

Inviolability of Archives

The Archives of the Organization in whatever form and whether being sent from or to the Organization, held by the Organization or belonging to it, wherever located and by whomsoever held, shall be inviolable.

Article 8

Freedom of financial assets from restrictions

1. Without being subject to any financial controls, regulations, notification requirements in respect of financial transactions or moratoria of any kind, IDLO may freely:
 - a) Purchase, hold, and use currency accepted as legal tender in the Host Country;
 - b) Operate foreign or local accounts, funds, provident funds, or other financial facilities of a similar nature in any currency; and
 - c) Transfer its funds in any currency to or from the Host Country, to or from any other country, or within the Host Country, and convert any currency held by it into any other currency in accordance with any applicable laws.

2. IDLO shall enjoy treatment not less favourable than that accorded by the Host Country to any diplomatic mission in respect of rates of exchange for its financial transactions.

Article 9

Property of the Organization

1. IDLO Property, wherever located and by whomsoever held, shall enjoy immunity from every form of legal process and execution in the Host Country, except insofar as in any particular case the Organization has expressly waived its immunity. It is understood, however, that no waiver of immunity shall extend to any measure of execution.

2. Property of the Organization, wherever located and by whomsoever held, shall be immune from search, seizure, requisition, confiscation, expropriation, and any other form of interference, whether by executive, administrative, judicial, or legislative action.
3. To the extent necessary to carry out the functions of the Organization, Property of IDLO, wherever located and by whomsoever held, shall be exempt from restrictions, regulations, control, or moratoria of any nature.

Article 10

Exemption from taxes and duties

1. Within the scope of its official activities, IDLO and its Property shall be exempt from all direct or indirect taxes, duties, levies, rates or charges of a similar nature applied by the Host Country Authorities, be they at the state, regional, provincial, or municipal level, or any sub-division thereof.
2. In respect of purchases, services and transactions effected in pursuance of its official objectives, IDLO shall enjoy the same exemptions and concessions granted to diplomatic missions, including with respect to any registration stamp or similar duty on deeds, contracts, or other financial operations or instruments necessary for the attainment of IDLO's objectives.
3. No exemption shall be granted in respect of taxes and duties which represent charges for specific public services rendered.

Article 11

Entry, stay and departure

1. The Government shall facilitate the entry, stay, and departure for purposes of their official functions on behalf of IDLO; IDLO Member Party Representatives; members of IDLO's Board of Advisers; the Director-General; the Head of Office; Officials, Experts and other Personnel of IDLO; other persons invited to IDLO Premises or to meetings of IDLO; and family members forming part of the household of any of the aforementioned persons.
2. Visas which may be required by persons referred to in this Article shall be

granted without charge and as promptly as possible.

3. All aforementioned persons entitled to privileges and immunities shall enjoy them from the moment they enter the territory of the Host Country to take up their posts or to undertake official IDLO-related functions. Such privileges and immunities shall come to an end within a reasonable period after the expiry or termination of their contracts of employment or when such persons have completed their IDLO-related functions.
4. In the event of the death of IDLO Personnel or of a family member forming part of their household, not a national of or permanently resident in the Host Country, the Host Country shall permit the withdrawal of the movable property of the deceased, with the exception of any property acquired in the country the export of which was prohibited at the time of his or her death. Estate, succession and inheritance duties shall not be levied on movable property the presence of which in the Host Country was due solely to the presence there of the deceased for the purpose of performing official functions for IDLO.

Article 12

Privileges, immunities, and facilities of Officials and Experts of IDLO

1. Officials of IDLO shall enjoy within the Host Country the following privileges and immunities:
 - a) Immunity from legal process or service of process of any kind in respect of words spoken or written and all acts performed by them in the exercise of their official functions;
 - b) Immunity from personal arrest or preventive detention;
 - c) Immunity from seizure and inspection of official and personal baggage;
 - d) Inviolability of all papers, documents, and materials, in whatever form, relating to the performance of their functions for IDLO;
 - e) Exemption from taxation on salaries, emoluments, and allowances, including social security payments, amounts received for retirement purposes or provident funds savings, earned in respect of their employment with IDLO;
 - f) Exemption from taxation on pensions, annuities or provident fund

- distributions deriving from IDLO-related income;
- g) Exemption from any form of direct taxation on income derived from sources outside the Host Country;
 - h) Exemption from immigration restrictions;
 - i) Freedom to acquire and maintain within the Host Country or elsewhere foreign currency accounts and other movable property and, under the same conditions applicable to nationals of the Host Country, immovable property; and upon the termination of their employment with the Organization to take their funds out of the Host Country through authorized channels without prohibitions, penalties or restrictions;
 - j) The same protection and repatriation assistance as accorded in time of international crisis to members having comparable rank of the staff of diplomatic missions established in the Host Country;
 - k) Exemption from import taxes and duties in respect of their furniture and personal effects, at the time of first taking up their position in the Host Country;
 - l) Immunity from national service obligations, including military service; and
 - m) Such other privileges, immunities, and facilities not inconsistent with the foregoing as diplomatic envoys enjoy.
2. In addition to the privileges, immunities, and facilities listed in paragraph 1 of this Article, the Director-General, the Head of Office, and their Family members forming part of the household shall be accorded the same privileges, immunities, and facilities as the Government accords to the heads of diplomatic missions established in the Host Country.
3. The Family members forming part of the household of Officials, except for those Family members forming part of the household who are nationals or permanent residents of the Host Country, shall be accorded the same privileges, immunities, and facilities accorded to Officials pursuant to paragraph 1 of this Article. Such spouses and domestic partners of Officials shall also be able to apply for work permits, upon request, for the duration of the employment of the Official with IDLO in the Host Country.
4. Experts shall enjoy within the Host Country the following privileges and

immunities insofar as they may be necessary for the effective exercise of their official functions on behalf of IDLO:

- a) Immunity from legal process and service of process of any kind in respect of words spoken or written, and of acts performed by them in the exercise of their official functions;
 - b) Immunity from personal arrest or preventive detention;
 - c) Immunity from seizure and inspection of official and personal baggage;
 - d) Inviolability of all papers, documents, and materials, in whatever form, relating to the performance of their functions for IDLO;
 - e) Exemption from taxation on payments, emoluments and allowances earned in respect of their engagement with IDLO;
 - f) Immunity from immigration restrictions and alien registration; and
 - g) The same privileges with respect to currency and exchange restrictions as are accorded to representatives of foreign governments on temporary official mission.
5. Where the incidence of any form of taxation depends upon residence, periods during which Officials and Experts are present in the Host Country for the discharge of their functions shall not be considered as periods of residence.
6. The privileges and immunities set forth in this Article shall survive the termination of IDLO Officials and Experts' engagement with the Organization with respect to the official functions they performed for IDLO.

Article 13

Personnel not otherwise covered by this Agreement

Personnel other than Officials and Experts shall be accorded immunity within the Host Country from legal process in respect of words spoken or written and all acts performed by them in their official capacity for the Organization. All papers, documents, and materials, in whatever form, relating to the performance of their functions for IDLO shall be inviolable. The terms and conditions of employment or engagement with IDLO of such individuals shall be in accordance with the relevant rules and regulations of the Organization.

Article 14

Protection of Personnel

The Government shall, if so requested by the Head of Office, take all reasonable steps to ensure the necessary safety and protection of the persons mentioned in this Agreement whose security is endangered due to their services to IDLO within the Host Country.

Article 15

Social security

1. Social security and health insurance contributions as set forth in the law of the Host Country shall not be paid by IDLO on salaries, emoluments, payments and allowances paid by the Organization or on behalf of the Organization to Personnel of the Organization assigned to the Host Country Office.
2. Officials and Experts of the Organization assigned to the Host Country, including nationals or permanent residents of the Host Country, shall be exempt from any social security or health insurance contribution established by the laws of the Commonwealth of The Bahamas only if they are provided health insurance and retirement or provident fund contributions as part of their employment or engagement with the IDLO.
3. Any provident or other social security related fund established by or conducted under the authority of IDLO shall enjoy legal capacity in the Host Country if IDLO so requests and shall enjoy the same exemptions, privileges, and immunities as IDLO itself.

Article 16

Waiver of immunities

1. Privileges and immunities are granted to Officials, Experts and other Personnel of IDLO in the interest of IDLO and not for the personal benefit of the individuals themselves. The Director-General shall have the right and the duty to waive the immunity of any person mentioned in Articles 12 and 13 in any case where, in his or her opinion, the immunity would impede the course of justice and can be waived without prejudice to the Organization. The IDLO

Assembly of Parties shall have the right to waive the immunity of the Director-General.

2. Consistent with its privileges and immunities, IDLO shall cooperate at all times with the appropriate authorities of the Host Country to facilitate the proper administration of justice and shall not abuse any of the privileges and immunities granted to it under this Agreement.

Article 17

Settlement of disputes

Any dispute between the Parties concerning the interpretation or application of this Agreement shall be settled amicably, in accordance with the interests of the Parties. The Parties shall undertake all possible steps to ensure that their differences are settled equitably, in good faith, and in a discreet and cordial manner.

Article 18

Most favourable treatment

If and to the extent that the Government, in the future, enters into an agreement with, or changes its policy with respect to any intergovernmental organization, and said agreement or policy contains terms or conditions more favourable to that organization than comparable terms or conditions in this Agreement, consultations shall be entered into at the request of IDLO with a view to discussing whether the same treatment may be extended to IDLO.

Article 19

Entry into force, termination and amendment of the Agreement

1. This Agreement shall enter into force on the date of last signature of the Parties.
2. This Agreement shall cease to be in force by mutual consent of the Parties or one year after one Party has notified the other Party of its intention to terminate the Agreement.
3. This Agreement may be amended by mutual written consent of the Parties at

any time.

Article 20

Notices

1. All notices addressed to IDLO concerning this Agreement shall be in writing and forwarded to its Headquarters in Rome, to the attention of the Director-General, and to its Host Country Office, to the attention of the Head of Office.
2. The Host Country shall promptly inform IDLO of the officer designated to serve as the official point of contact responsible in the first instance for all matters in relation to this Agreement as well as any subsequent changes to that designation. All notices addressed to the Host Country concerning this Agreement shall be in writing and addressed to the Ministry of Foreign Affairs and the Public Service, for the attention of the Permanent Secretary.
3. A Party may update its official point of contact by providing written notice to the other Party. The amendment procedure set forth under Article 19, paragraph 3, shall not apply to the change of the official point of contact.
4. As appropriate and to the extent known, IDLO shall promptly notify the Host Country of the appointment of the Head of Office, Officials and Experts, their arrival and their final departure, or the termination of their engagement with IDLO.

Article 21

Language

This Agreement shall be executed in duplicate in the English language.

OBJECTS AND REASONS

This Bill seeks to incorporate the Agreement granting legal status to the International Development Law Organization into the Laws of The Bahamas.

The International Development Law Organization (Organization) is the only global intergovernmental organization exclusively devoted to promoting the rule of law to advance peace and sustainable development. The Organization was formed under the Agreement for the Establishment of the Organization signed in Rome on February 5, 1988, as amended, with its current headquarters in Rome, Italy, and it has had United Nations Observers Status since 2001. The Organization works to empower people and communities to claim their rights and provides governments with the know-how to realize them. It supports emerging economies and middle-income countries to strengthen their legal capacity and rule of law framework for sustainable development and economic opportunity. The Organization has experience working in more than 90 countries globally, including The Bahamas. Its alumni network includes thousands of legal professionals in 175 countries.

Clause 1 of this Bill sets out the short title and the commencement provision.

Clause 2 of this Bill provides for definitions of key words and expressions.

Clause 3 of this Bill provides that the Agreement shall have the force of law in The Bahamas, subject to this Act and the terms and conditions set out in the Agreement.

Clause 4 of this Bill provides that the Organization shall have full juridical personality. Clause 4 further provides that the Organization shall have the same immunities and privileges as an organization under the International Organizations (Immunities and Privileges) Act (*Ch. 14*).

Clause 5 of this Bill, *inter alia*, empowers the Minister to amend the Schedule by Order for the purpose of giving effect to an amendment, if the amendment to the Agreement is accepted and approved by the Government.

The Schedule to this Bill sets out the Agreement granting legal status to the International Development Law Organization.