

**ACUERDOS BILATERALES/ BILATERAL AGREEMENT/  
ACORDOS BILATERAIS/ACCORDS BILATERAUX**

Classification: 57-2023.

Entry Date: November, 2023.

Name of the agreement: Exchange of letters between GS-OAS and St. Vincent and the Grenadines in the OECS with respect to the project funded by the US-DOS "Economically Empowered Women for Equitable and Resilient Societies" (hereinafter, "the WEE Project").

Subject: The main objective of the WEE Project is to enhance in participating Member States of the Organization of American States (OAS) the capacity of small-scale women entrepreneurs to use and benefit from the digital economy to build sustainable livelihoods.

Parties involved: GS / St. Vincent and the Grenadines.

Reference : St. Vincent and the Grenadines

Signature Date: January 31, 2023

Start Date:

End Date:

Place of Signature: Kingstown, St. Vincent and the Grenadines.

Unit in Charge: Executive Secretary for Integral Development (SEDI).

Person in Charge:

Clôture des procédures:

Notas adicionales/Additional notes/Notes supplémentaires/Notas adicionais:



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January 31, 2023

Mrs. Affia Clarke

General Manager (Ag.)

Ground Floor, Co-operative League Centre

**Kingstown, St. Vincent and the Grenadines**

Dear Mrs. Clarke,

On behalf of the Executive Secretariat for Integral Development (SEDI) of the General Secretariat of the Organization of American States (GS/OAS), I am pleased to inform the **CENTRE FOR ENTERPRISE DEVELOPMENT INC.** regarding the execution of the project titled, “*Economically Empowered Women for Equitable and Resilient Societies*” (hereinafter, “the WEE Project”) in six countries of the Organization of Eastern Caribbean States (OECS). The main objective of the WEE Project is to enhance in participating Member States of the Organization of American States (OAS) the capacity of small-scale women entrepreneurs to use and benefit from the digital economy to build sustainable livelihoods.

The purpose of this Letter-Agreement (Agreement) is to propose the following terms and conditions that will regulate the execution of the Project supervision by the GS/OAS, in collaboration with the CENTRE FOR ENTERPRISE DEVELOPMENT INC.:

THE PARTIES TO THIS AGREEMENT:

**The GS/OAS**, an international public organization with its headquarters in Washington, D.C., United States of America, through SEDI, represented by its Executive Secretary for Integral Development, Kim Osborne; and

**CENTRE FOR ENTERPRISE DEVELOPMENT INC.**, (*select one*) --(a) legal entity under public law, --(b) legal entity under public law, representing a dependent government agency without separate legal status --(c) legal entity under private law, listed in the Register of St. Vincent and the Grenadines (hereafter referred to as “the Executing Agency”), legally represented by Affia Clarke (*complete name*); and

**CONSIDERING:**

That the WEE Project's objectives and purposes were endorsed by the GS/OAS once it was approved by the Project Evaluation Committee (CEP) of the GS/OAS on December 1, 2021; and

That the GS/OAS is the central and permanent organ of the Organization of American States and is authorized to carry out relations of cooperation in accordance with Article 112(h) of the Charter and OAS General Assembly Resolution AG/RES. 57 (I-O/71).

**AGREE TO THE FOLLOWING:**

**I. PURPOSE OF THIS AGREEMENT**

- 1.1 This Agreement establishes the terms and conditions for the execution of the WEE Project whose purpose is to enhance the capacity of small-scale women entrepreneurs in participating OAS Member States to use and benefit from the digital economy to build sustainable livelihoods.

**II. OBLIGATIONS OF THE PARTIES**

- 2.1 The Parties shall carry out the Project in accordance with the Project Profile approved by the Project Evaluation Committee (CEP) of the GS/OAS on December 1, 2021.
- 2.2 Each Party to the Agreement undertakes to use all reasonable endeavors:
  - (a) to perform on time the tasks assigned to each Party by mutual agreement and to make available intellectual property rights and information to the other Party within the time requested;
  - (b) to participate actively with the other Party in the performance of, or to perform itself as the case may be, such organizational tasks as are assigned to it jointly or solely; and
  - (c) to promptly notify the other Party of any delay in performance in accordance with (a) and (b) above.
- 2.3 Activities executed within the framework of this Agreement are to be coordinated by the GS OAS through the SEDI and its Department of Economic Development.
- 2.4 To execute the Project, the GS/OAS shall assign personnel and enter into contracts with the contractors and consultants required, in accordance with its rules and procedures.
- 2.5 The contact points designated to coordinate the implementation and exchange of information under this Agreement are set out in Article V.

**III. FINANCIAL ARRANGEMENTS**

- 3.1 Without prejudice to what the Parties may provide in any supplementary agreements, memoranda of understanding and/or exchange of letters entered into pursuant to this Agreement for the joint implementation of programs, projects and/or activities, this

Agreement in and of itself does not create obligations of a financial nature for either of the Parties.

#### IV PROJECT REPORTING

- 4.1 **CENTRE FOR ENTERPRISE DEVELOPMENT INC.** must send every three (3) months to the GS/OAS a Narrative Report that includes an account of the activities carried out during that period. The Narrative Reports must be submitted together with all the pertinent documentation and copies or samples of the products generated during the execution of the WEE Project (including, among others, publications, photographs, videos, resumes, meeting agendas, workshop brochures, manuals, list of participants with the corresponding organizations).
- 4.2 One month after the end of the Project, **CENTRE FOR ENTERPRISE DEVELOPMENT INC.** must submit a Final Report to the GS/OAS, which includes a narrative report on the execution of the project.

#### V. COORDINATION AND NOTICE

- 5.1 Within the GS/OAS, the dependency responsible for coordinating GS/OAS activities under this Agreement is SEDI. Notifications and communications should be directed to NAME at the following street address, and electronic mail:

NAME: Kim Osborne  
 TITLE: Executive Secretary for Integral Development  
 Executive Secretariat for Integral Development  
 1889 F Street NW, Washington DC 20006  
 Tel: 202-370-9014  
 E-mail: [kosborne@oas.org](mailto:kosborne@oas.org)

- 5.2 Within **CENTRE FOR ENTERPRISE DEVELOPMENT INC.**, the dependency responsible for coordinating the activities under this Agreement is the General Manager. Notifications and communications should be directed to Affia Clarke at the following address and by electronic mail:

Affia Clarke  
 General Manager (Ag.)  
 Ground Floor, Co-operative League Centre  
 Kingstown, St. Vincent and the Grenadines  
 TEL: (784)451-2235/6  
 E-mail: [ajclarke@cedsvg.com](mailto:ajclarke@cedsvg.com); [cedsvg@gmail.com](mailto:cedsvg@gmail.com)

- 5.3 All communications and notifications under this Agreement will be validly made only when they are sent by mail or electronic mail and are addressed to names set out in Articles 5.1 and 5.2 of this Agreement. When the communications and notifications are transmitted by electronic mail, they shall be valid if and when they are sent directly from the electronic address of the Coordinator of one of the Parties to the electronic address of the Coordinator of the other.
- 5.4 Either Party may change the responsible dependency, the designated Coordinator, the address, telephone, or electronic mail indicated by notifying the other Party in writing.

## **VI. CONFIDENTIALITY**

- 6.1 It is understood and agreed by the Parties that all technical and business information received from the other Party pursuant to or in connection with the performance of activities in the framework of this Agreement shall be kept confidential and not shared with or disseminated to third parties.
- 6.2 Each Party undertakes not to use such information received for any purpose other than:
- a) in accordance with the terms of the Agreement; and
  - b) to perform the obligations or as necessary for exercising rights granted by or pursuant to this Agreement.

## **VII. CIVIL RESPONSIBILITY AND INDEMNIFICATION**

- 7.1 The Parties assume full responsibility for the claims and damages directly and proximately caused by actions or omissions of their corresponding representatives, officials, employees, and contractors.
- 7.2 If for any reason a third party should file a claim against one of the Parties relative to the execution of this WEE Project, the responsible party shall be considered as the principal vis-à-vis the claimant and the sole party obligated to respond. The responsible party shall further be required to indemnify the other party for any damages it may suffer as a result of these claims, including court costs and attorney's fees.

## **VIII. PRIVILEGES AND IMMUNITIES**

- 8.1 None of the provisions of this Agreement constitutes an express or implied waiver of the privileges and immunities enjoyed by the OAS, its organs, its personnel, and its property and assets established in Articles 133, 134, and 136 of the OAS Charter, and in the agreements and laws on the matter, and the principles and practices that inspire international law.

## **IX. DISPUTE RESOLUTION**

- 9.1 Any dispute or complaint that may arise in conjunction with the application or interpretation of this Agreement shall be settled by direct negotiations between the Parties. If a solution satisfactory to both Parties cannot be reached, then the Parties shall submit their differences to arbitration pursuant to the Arbitration Rules of the United Nations Commission on International Trade Law ("UNCITRAL") currently in effect. The place of arbitration shall be Washington D.C., U.S.A. The language in the proceedings shall be English unless the Parties agree otherwise. The three arbitrators or, as the case may be, the one arbitrator shall decide the dispute as amiable compositeur or ex aequo et bono. The arbitrator's decision shall be final, binding and not subject to appeal.
- 9.2 The law applicable to the arbitration proceedings and to this Agreement shall be the law of the District of Columbia, USA.

## X. GENERAL PROVISIONS

- 10.1 The Parties agree to observe the highest ethical standards and administrative transparency in all actions and activities related to this Agreement. In addition, the GS/OAS, to the extent applicable and without prejudice to its privileges and immunities referred to in Article VIII, and **CENTRE FOR ENTERPRISE DEVELOPMENT INC.** agree to comply with the provisions of the Inter-American Convention Against Corruption and in the applicable norms of the country in which the programs, project and/or activities are executed. Failure to comply with this provision shall constitute grounds for anticipatory termination of this Agreement, pursuant to Article 10.4.
- 10.2 Modifications to this Agreement may only be made by mutual agreement in writing by the duly authorized representatives of the Parties.
- 10.3 This Agreement shall enter into force upon signature by the duly authorized representatives of the Parties and shall remain in force throughout the execution of this Project until the 31<sup>st</sup> day of March 2024. Nonetheless, the Parties may extend the duration of this Agreement by mutual consent in writing by their duly authorized representatives.
- 10.4 This Agreement may be terminated by mutual consent of the Parties by written notice to the Coordinator of the other Party. Notwithstanding the termination of this Agreement, activities that have been duly financed shall be continued to completion unless the Parties mutually decide otherwise.
- 10.5 Articles VIII, IX and X shall survive the termination or expiration of this Agreement.

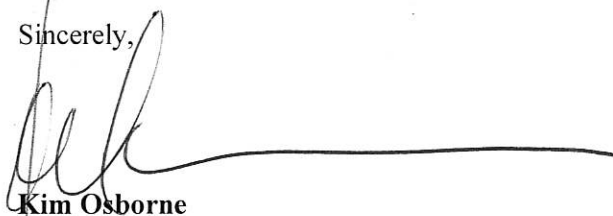
## XI. ACCEPTANCE

If you agree with the terms and conditions set forth herein, I respectfully request you sign this Letter Agreement and return it to us as soon as possible, to start the activities contemplated in it.

We appreciate this opportunity to implement this Project in **St. Vincent and the Grenadines** together with **CENTRE FOR ENTERPRISE DEVELOPMENT INC.**

We also take this opportunity to reiterate the assurances of our highest and most distinguished consideration.

Sincerely,



**Kim Osborne**

Executive Secretary for Integral Development (SEDI)



**Affia Clarke**

General Manager (Ag.)

Centre for Enterprise Development Inc.