

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

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Entry Date: October 10, 2019
Date D'entrée:
Data de Admissão:

Nombre del Acuerdo:
Name of the Agreement: Memorandum of Understanding concerning the
Establishment of the Caribbean Network of Small
Business Development Centers.

Nom de L'accord:
Nome do Acordo:

Materia:
Subject: To set forth the general terms and conditions of the
cooperation between the Parties in the establishment
of a Network of Caribbean Small Business
Development Centers.

Sujet:
Materia:

Partes:
Parties Involved: GS/The Government of Barbados
Parties:
Partes:

Referencia:
Reference: The Government of Barbados
Référence:
Referência:

Fecha de Firma:
Signature Date: Septiembre 18, 2019
Date de la Signature:
Data de Assinatura:

Fecha de Inicio:
Start Date:
Date du Commencement:
Data de Início:

Fecha de Terminación:

End Date:

Date de Résiliation :

Data de Rescisão:

Lugar de Firma:

Place of Signature:

Bridgetown, Barbados

Lieu de la Signature:

Lugar de Assinatura:

Unidad Encargada:

Unit in Charge:

Executive Secretariat for Integral Development

Unité Responsable:

Unidade Encarregada:

Persona Encargada:

Person in Charge:

Personne Responsable:

Pessoa Encarregada:

Cierre del Proceso:

Closure of Proceedings:

Clôture des Procédures:

Fechamento do Processo:

Notas Adicionales/ Additional Notes/ Notes Supplémentaires/ Notas Adicionais:

Memorandum of Understanding

Between

The General Secretariat of the Organization of American States,
through the Executive Secretariat for Integral Development

And

The Government of Barbados, through the Ministry of Small
Business, Entrepreneurship and Commerce

**Concerning the Establishment of the Caribbean Network of Small
Business Development Centres**

THE PARTIES TO THIS MEMORANDUM OF UNDERSTANDING (hereinafter MOU), the General Secretariat of the Organization of American States (hereinafter GS/OAS) a public international organization, with headquarters at 1889 F St. N.W. Washington, D.C. 20006, represented by Ms. Kim Osborne, Executive Secretary of the Executive Secretariat for Integral Development (hereinafter SEDI) and the Government of Barbados (hereinafter GOB) through the Ministry of Small Business, Entrepreneurship and Commerce (hereinafter Ministry of Small Business) and represented by Permanent Secretary Patrick mc Caskie.

WHEREAS:

The Heads of State and Governments, at the Sixth Summit of the Americas, held in Cartagena de Indias, Colombia, in 2012, resolved to ‘promote economic growth with equity and social inclusion by strengthening cooperatives, micro, small and medium-sized enterprises, including cultural industries, in addition to grassroots economic initiatives and other production units, innovation, and competitiveness in the countries of the Americas,’ and ‘to promote and support, as appropriate, initiatives that expand the contribution of ICTs [or Information and Communication Technologies] to innovation, entrepreneurship, productivity, competitiveness, the emergence of micro, small, and medium-sized enterprises, and economic growth, within the framework of sustainable development,’ and also pledged ‘to develop and strengthen, as appropriate, strategies and policies on youth employment’ OEA/Ser.E CA-VI/doc.6/12 Rev.2
MANDATES ARISING FROM THE SIXTH SUMMIT OF THE AMERICAS;

That the General Secretariat was instructed “to continue to give support to all efforts by member states aimed at promoting the creation, productivity, competitiveness, innovation and internationalization of micro, small, and medium-sized enterprises (MSMEs), as well as cooperatives and other production units, by strengthening the institutional framework that supports them and facilitating wider access to seed capital, so as to contribute to economic growth, job creation, and poverty alleviation, especially among at risk youth and other vulnerable populations in the countries of the Hemisphere” AG/RES. 2816 (XLIV-O/14), **ADVANCING HEMISPHERIC INITIATIVES ON INTEGRAL DEVELOPMENT;**

RECOGNISING:

The objectives of ARTICLE 53 of the Revised Treaty of Chaguaramas establishing the Caribbean Community which provides that "The Community shall adopt appropriate policy measures to encourage the development of competitive micro and small economic enterprises in the Member States...[and] shall encourage policy initiatives and the establishment of effective programmes to foster a facilitative legal, economic, and administrative framework in the Member States to enhance micro and small economic enterprise development, and shall promote:

- (a) the development of the capacities of national and regional support agencies for micro and small economic enterprises, including the creation of entrepreneurial centres, by organising technical assistance inclusive of planning, delivery and evaluation of support services to the sector;
- (b) access to, improvement in the quality of, and opportunities for training and education in areas such as technical skills, entrepreneurial competence and business management for micro and small entrepreneurs;
- (c) access by micro and small economic enterprises to the technical assistance provided by the support agencies;
- (d) the establishment, development or modernising, as the case may require, of financial institutions to provide, to micro and small economic enterprises, services by way of appropriate and innovative instruments; (e) innovation within the micro and small enterprise sector;" Revised Treaty of Chaguaramas Establishing the Caribbean Community (CARICOM) including the CARICOM Single Market and Economy (CSME) 2001;)

CONSIDERING:

That the GS/OAS has since 2012 been implementing the project entitled, "Establishment of Small Business Development Centers (SBDCs) in CARICOM Member States" (hereinafter the Project), with funding from the United States Government through its Permanent Mission to the Organization of American States;

That the Project contemplates the provision of technical assistance in the creation of sustainable small business support networks through the adoption and adaptation of the Small Business Development Centres (SBDCs) model in the CARICOM region.

That the Project contemplates assistance in the development of the legal and regulatory framework of the model, as well as strengthening the technical capacity of SBDCs in Project beneficiary countries to assist their clients with accessing local and regional value chains and promoting better access to financing and to nurture the development of successful SBDC networks throughout the Caribbean;

That the GS/OAS is the central and permanent organ of the Organization of American States (OAS) 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),

HEREBY AGREE TO THE FOLLOWING:

ARTICLE I

PURPOSE

- 1.1. The purpose of this MOU is to set forth the general terms and conditions of the cooperation between the Parties in the establishment of a Network of Caribbean Small Business Development Centres (Caribbean SBDC Network or Network). The Network will seek to foster high – level policy dialogue, cooperation, exchange of best practices, and the adoption of cooperative initiatives among established and burgeoning SBDCs and MSME authorities within the CARICOM region.
- 1.2. The Parties agree to join efforts and to maintain close working relationships, in order to achieve the objectives of the Network.
- 1.3. The Parties agree and undertake to perform those parts of the work- programme of the Network and to contribute such resources as may be required for its effective implementation.

ARTICLE II

GENERAL PRINCIPLES AND ACTIVITIES

2.1 The Parties agree to strengthen their partnership and collaboration on activities to promote MSME growth through support for the Caribbean SBDC Network and other relevant MSME programmes and initiatives in the CARICOM region.

2.2 The Parties agree to promote the goals of the Caribbean SBDC Network by:

- a) Facilitating the sustainable operation and collaboration of SBDCs and other business facilitation support programmes designed to promote MSME growth nationally and regionally.
- b) Supporting the integration of SBDCs and other programmes into a national and regional network to provide high quality business support services, promote professional development of centres and staff, and to facilitate access for a diverse group of MSMEs through promotion of the networks and programmes.
- c) Integrating national networks of centres and promoting direct centre – to – centre partnerships to form a regional network of Caribbean SBDCs.
- d) Sharing best practices, models and methodologies among the SBDCs of the region and contributing such resources as may be required to enhance the effective implementation and operation of the model.
- e) Addressing the impediments to access to capital for MSMEs.
- f) Developing opportunities for exchanges among centres in the region.
- g) Evaluating the impact of the SBDCs along with other programmes as appropriate, with clear metrics derived from Neo Serra reporting, that will measure MSME growth, employment, productivity, and MSME participation in intra- regional and international trade.
- h) Collaborating on the implementation of the actions proposed in this Memorandum of Understanding (MOU) with a wide variety of stakeholders.

2.3 The Parties agree to promote women and youth entrepreneurs within the framework of the MOU by:

- a) Working with the private sector to provide leadership and training opportunities for women and youth entrepreneurs and business owners to build the skills and capacity to start and expand their businesses.
- b) Providing assistance to women and youth entrepreneurs and the organisations that support them.
- c) Bolstering mentoring relationships and other connections within and among networks of Caribbean women and youth entrepreneurs.
- d) Encouraging financial institutions to increase access to capital for women and youth entrepreneurs.
- e) Encouraging public and private sector procurement from women and youth led businesses.

2.4 The Parties agree to further enhance their cooperation in areas including, but not limited to improving MSME access to capital and credit, MSME participation in government procurement opportunities, helping MSMEs recover from hazards, and promoting more inclusive economic growth.

ARTICLE III

OBLIGATIONS OF THE PARTIES

3.1 The Parties agree to develop a work plan detailing specific cooperative activities, the responsibilities of each Party, and any other information deemed necessary. The work plan will form an integral part of this MOU.

3.2 In order to strengthen communication and cooperation, the Parties agree to establish technical working groups to consult on specific issues as and when required.

3.3 Activities executed within the framework of this MoU are to be coordinated by the GS/OAS through the Department of Economic Development of the SEDI.

3.4 The contact points designated for the purposes of coordinating implementation and exchange of information under this MoU are set out in Schedule 'A' hereto annexed and forms an integral part of this MOU.

- 3.5 A Steering Committee comprising the designated points of contact as set out in Schedule 'A' will be constituted to provide input and feedback on the areas of cooperation, activities and work plan of the Caribbean SBDC Network.
- 3.6 Upon execution of the MOU, the Steering Committee will elect a committee chair to serve for a period of one year. A Vice Chair will also be elected by the Steering Committee members and will assist and succeed the current Chair after the one year period of service. Thereafter, a new Vice Chair is to be elected annually to assist and succeed the current Chair.
- 3.7 The Chair will be responsible for coordinating/consolidating future directions for Caribbean SBDC Network activities in consultation with the Steering Committee members, setting the agenda for Steering Committee meetings, recording the minutes of each meeting, disseminating network information, organizing annual public meetings of the Steering Committee, coordinating Committee business in the formation of new working groups, and representing (and advocating for) the Caribbean SBDC Network at all levels of government. The Vice Chair is to assist in all of these tasks the Steering Committee shall be chaired by the designated and or his/ her representative.
- 3.8 The Steering Committee shall meet at least quarterly in principle, either remotely or face – to – face as resources permit, or at any other time when necessary at the request of one of the Parties.

ARTICLE IV

EXECUTION OF THE CO-OPERATION

- 4.1 Each Party to the MOU undertakes to use all reasonable endeavours:
- (a) to perform on time the tasks assigned to it in the developed work plans and to make available rights and information on time to other Parties;
 - (b) to participate actively with the relevant other Party or Parties in the performance of, or to perform itself as the case may be, such organisational tasks as are assigned to it jointly or solely;
 - (c) to promptly notify the Chair and each of the other Parties of any delay in performance in accordance with (a) and (b) above;

- 4.2 Each Party hereby undertakes promptly to supply to the GS/OAS as Coordinator and the Steering Committee all such information or documents as the Coordinator and the Steering Committee may require to fulfil their obligations as provided for in this MOU, including, but not limited to bi – annual Neo Serra reports;

ARTICLE V

FINANCIAL ARRANGEMENTS

- 5.1 The financial arrangements to cover expenses for the cooperative activities undertaken within the framework of this MOU shall be mutually agreed upon by the respective Parties on a case- by – case basis subject to the availability of appropriated funds and resources.
- 5.2 The Parties in coordination with the GS/OAS as Coordinator and other supporting institutions participating in the Caribbean SBDC Network shall undertake efforts to pursue additional support and funding for the functioning, operations and activities of the Network.

ARTICLE VI

CONFIDENTIALITY

- 6.1 It is understood and agreed by the Parties, that all technical and business information received from other Parties pursuant to or in connection with the performance of activities in the framework of this MOU shall be kept confidential and not shared with or disseminated to third parties.

Each Party undertakes not to use such information received for any purpose other than:

- a) in accordance with the terms of the MOU; and

- b) for the purpose of performing the obligations or as necessary for exercising rights granted by or pursuant to this MOU.

ARTICLE 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 in relation to the execution of this 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. The GS/OAS may use the financial resources of the Project to underwrite the costs of its defense.

ARTICLE VIII

PRIVILEGES AND IMMUNITIES

- 8.1 Nothing in this Agreement constitutes an express or implied waiver of the privileges and immunities of the OAS, the GS/OAS, its personnel and its assets, pursuant to the OAS Charter, relevant agreements, applicable national laws, and the general principles and practices of international law.

ARTICLE IX

DISPUTE RESOLUTION

- 9.1 Any dispute that arises in connection with the application or interpretation of this MOU shall be resolved by direct negotiation between the Parties. If the Parties are unable to reach a

mutually satisfactory solution, they shall submit the matter to a mutually agreed upon procedure of arbitration. The decision shall be final and binding and not subject to appeal.

ARTICLE 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 MOU. In addition, the GS/OAS, to the extent applicable and without prejudice to its privileges and immunities referred to in Article VIII, and the Government 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 in accordance with Article III. 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 MOU may only be made by mutual agreement in writing by the duly authorized representatives of the Parties.

10.3 This MOU shall enter into force upon signature by the duly authorized representatives of the Parties.

10.4 This MOU may be terminated by mutual consent of the Parties by written notice to the Chair and the Coordinator. Notwithstanding the termination of this MOU, activities that have been duly financed shall be continued to completion unless the Parties mutually decide otherwise.

10.5 Without prejudice to any supplementary agreement, memoranda of understanding and/or exchange of letter entered into pursuant to this MOU for the joint implementation of programs, projects and/or activities, this MOU in and of itself does not create obligations of a financial nature for the Parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this MOU in duplicate on the date and at the place indicated below:

**FOR THE MINISTRY OF SMALL
BUSINESS, ENTERPRISE AND
COMMERCE**

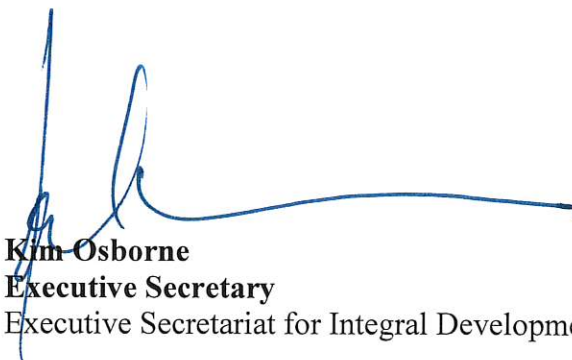


**The Honourable Dwight Sutherland
Minister**
Ministry of Small Business,
Entrepreneurship and Commerce

Place: Bridgetown, Barbados

Date: 18th September, 2019

**FOR THE GENERAL SECRETARIAT OF THE
ORGANIZATION OF AMERICAN STATES:**



Kim Osborne
Executive Secretary
Executive Secretariat for Integral Development (SEDI)

Place: Bridgetown, Barbados

Date: 18th September, 2019