

TECHNICAL AGREEMENT

BETWEEN

SAINT VINCENT AND THE GRENADINES

AND

THE CARIBBEAN TELECOMMUNICATIONS UNION

THIS AGREEMENT is made the 7th day of December 2012.

BETWEEN **Saint Vincent and the Grenadines** (“**the Country**”), acting through the *Office of the Prime Minister, Department of Telecommunications, Science and Technology* and represented by Ms. *Tricia Pompey, Permanent Secretary (Ag)*, whose office is situated at 3rd Floor, *CLICO Financial Centre, Upper Bay Street, Kingstown, St. Vincent and the Grenadines*.

AND the Caribbean Telecommunications Union (“**CTU**”), an international regional organization established under the Agreement for the Establishment of the Caribbean Telecommunications Union signed by the governments of its member countries, including the Country, as follows: Antigua and Barbuda on April 28, 1989, the Commonwealth of Bahamas on April 28, 1989, Barbados on March 14, 1990, the Commonwealth of Dominica on March 13, 1990, Grenada on April 25, 1990, Guyana on August 25, 1989, Jamaica on January 23, 1990, Saint Kitts and Nevis on July 19, 1990, Saint Lucia on March 14, 1990, Saint Vincent and the Grenadines on March 15, 1990, and Trinidad and Tobago on September 19, 1989, and said Agreement is in force and effect in accordance with Article 26 of said Agreement. CTU office is situated at Level 3 Victoria Suites, 14-17 Victoria Square, Port of Spain Trinidad and Tobago.

Collectively “**the Parties**” and each “**a Party**.”

The principal contacts for each of the Parties will be:

For the Country:

Ms. Tricia Pompey
Permanent Secretary (Ag.)

For CTU:

Selby Wilson
Telecommunications Strategist

These principal contacts may be changed at any time by means of advance notice in writing to the other Party.

WHEREAS:

1. **Saint Vincent and the Grenadines** is a member country of CTU in good standing having ratified the Agreement for the establishment of the CTU on 17th October, 1989, and continues to participate in the activities of the CTU and
 - a. The Country subscribes to the Regional Digital Development Strategy (“**RDDS**”) for information communication and technology in the Caribbean region”), which its government has endorsed and mainstreamed into its national ICT policy and strategy.
 - b. To this end, the Country has committed to: (a) implement said RDDS at the national level and to collaborate with the other Participating Countries, the CTU, the Caribbean Knowledge and Learning Network Limited (“**CKLN**”), and the Eastern Caribbean Telecommunications Authority (“**ECTEL**”) to implement said RDDS at the regional level;

2. Grenada, Saint Lucia and Saint Vincent and the Grenadines (“**the Participating Countries**”) have each procured from the International Development Association (“**IDA**”) credits to finance the respective country projects under the Caribbean Regional Communication Infrastructure Program (“**the Program**”), which is designed to facilitate the Participating Countries’ connectivity to regional broadband networks through a submarine cable in order to enable the Participating Countries to increase access to quality and affordable information and communication technology services and to advance the development of an ICT-enabled services industry in the Caribbean region.

3. CTU has received from IDA a regional grant in an amount equivalent to two million Special Drawing Rights (SDR 2,000,000) to assist in financing the project described in Schedule 1 to the Financing Agreement dated June 26, 2012 between IDA and CTU (“**the Project**”).

4. The Project will be implemented by CTU, CKLN and ECTEL pursuant to Implementation Agreements between CTU and CKLN and CTU and ECTEL respectively.

NOW THEREFORE the Parties hereby agree as follows:

**ARTICLE 1
DEFINITIONS**

- 1.1 The capitalized terms used in this Agreement have the meanings ascribed to them in this Agreement or in the Financing Agreement; where there is a conflict, the meanings in this Agreement supersede those of the Financing Agreement.

**ARTICLE 2
PURPOSE**

- 2.1 The purpose of this Agreement is to define the roles and responsibilities of the Parties, and the terms and conditions of their relationship in respect of the Program and the Project. The specific methods and mechanisms of project implementation, as well as the details of project activities, are set out in the respective project implementation manuals and other documents agreed to between CTU and IDA and between the Country and IDA.

**ARTICLE 3
REGIONAL STEERING COMMITTEE**

- 3.1 Further to regional consultations and other discussions, an institutional framework for Program and Project implementation at the regional level has been endorsed by CTU and the Participating Countries. The essential components of this framework are described in section 3.2.

3.2 The Regional Steering Committee

(a) Composition and Membership:

- (i) The CTU shall, in accordance with the terms of the Financing Agreement, establish the Regional Steering Committee (“RSC”), to provide oversight and policy guidance in the implementation of the Project and the Program. The RSC shall comprise representatives of the Participating Countries, CKLN, ECTEL and CTU. The RSC shall be chaired by the representative of a Participating Country on a rotational basis. The CTU shall be the secretariat (“**Secretariat**”) for the RSC.

- (ii) Each of the Participating Countries, CKLN, ECTEL and CTU will appoint one representative and an alternate.

(b) Meetings of the RSC

- (i) The RSC shall conduct its business in accordance with the CTU's Project Implementation Manual, To this end, at least quarterly, the RSC shall hold ordinary meetings in person or electronically. The agenda for each ordinary meeting shall be determined and circulated by the Secretariat at least 21 days prior to such a meeting. At its ordinary meetings, the RSC shall, among other matters, review the progress of the Program generally:
 - 1. Taking into account any identified impediments or delay to the implementation of the Program;
 - 2. Considering any necessary measures to address any impediments or delay;
 - 3. Taking into account the results of any evaluation that may have been completed by the IDA in the preceding six months period, and recommendations made pursuant to such an evaluation; and
 - 4. Taking into account IDA's opinion on the matter.
- (ii) An extraordinary meeting of the RSC shall be scheduled by the Secretariat if it is determined by a majority of RSC members that such a meeting is necessary.
- (iii) A quorum for any RSC meeting shall be comprised of the representatives of the CTU, one of the implementation agencies i.e. CKLN or ECTEL, and two Participating Countries.

(c) Appointment of Focal Point

Each of the Participating Countries, CKLN and ECTEL shall appoint an individual as the focal point to:

- (i) Liaise with the CTU project coordinator to ensure that regional activities are properly coordinated; and
- (ii) Provide timely information on the progress of their activities including procurement arrangements.

ARTICLE 4
RESPONSIBILITIES OF THE COUNTRY

4.1 The COUNTRY shall have the following responsibilities:

- (a) To provide or cause to be provided, promptly as needed, facilities, services and other resources required for the successful execution of the Project and the Program, in accordance with this Agreement;
- (b) To meet all costs of their representatives attending the meetings of the Regional Steering Committee;
- (c) To take or cause to be taken all actions appropriate and necessary to carry out the Project and the Program;
- (d) To promote and participate in the implementation of the Project and the Program at the regional level;
- (e) To maintain frequent communication with CTU project coordinator as agreed between the Participating Countries and CTU;
- (f) To submit project reports to CTU project coordinator in the form, substance and timing as mutually agreed between the Parties;
- (g) To liaise with CKLN in the development of technical standards and equipment specifications in order to ensure the most economical integration and interoperability of national networks regionally;
- (h) To liaise with ECTEL on all regulatory matters to ensure that the enabling regulatory environment is harmonized regionally thus facilitating further investments into the sector;
- (i) To collaborate with CTU and the other Participating Countries to implement the Project and the Program within the agreed time schedule and to promptly advise CTU and the other Participating Countries of any potential delays with a view to exploring a coordinated approach to correct any such actions in a timely manner;
- (j) To afford all reasonable opportunity for representatives of CTU, CKLN and ECTEL to visit relevant locations in **Saint Vincent and the Grenadines** for purposes related to the Project and the Program; and
- (k) To provide CTU with the necessary information or documentation as requested by CTU to enable CTU to comply with its obligations under the Financing Agreement.

ARTICLE 5
RESPONSIBILITIES OF CTU

5.1 CTU shall have the following responsibilities:

- (a) To convene RSC meetings, prepare the agenda, provide the necessary supporting materials, and finance the cost associated with RSC meetings, except that each Participating Country shall finance the cost of travel, hotel per diems and any other cost associated with travel of its representatives to RSC meetings;
- (b) To select, in consultation with the Participating Countries the consultants who shall be responsible for coordinating the management and monitoring of the environmental safeguard aspects of the Program and Project activities at the regional level;
- (c) To provide other technical support as needed by the Participating Countries to implement the regional activities of the respective projects at the national levels in accordance with the Financing Agreement and the Project Implementation Manual;
- (d) To develop a policy framework for regional open access and public/private partnerships to guide the Participating Countries in their respective projects;
- (e) To organize and conduct seminars on regional open access and public/private partnerships in infrastructure development;
- (f) To coordinate relationships among the Participating Countries, CKLN and ECTEL, in order to facilitate a harmonized regional approach in the execution of the Program in the most financially and technically efficient manner;
- (g) To coordinate the implementation of the relevant activities at the regional and national levels with ECTEL and CKLN; and
- (h) To carry out the Project and relevant activities under the Program in accordance with the Financing Agreement, the Project Implementation Manual and the Anticorruption Guidelines.

ARTICLE 6
LIABILITIES

6.1 The Country shall be solely responsible for the payment of any and all claims for loss, personal injury, death, property damage, or otherwise, arising out of any act or omission of its employees or agents in connection with the performance of this Agreement. The Country agrees to indemnify and hold CTU harmless from any and all claims, loss, damages, costs and expenses, including attorney fees through the appellate levels, made against or incurred by CTU arising out of work performed by the Country under this Agreement, or arising out of any act or omission of the Country.

**ARTICLE 7
GOVERNING LAW**

- 7.1 This Agreement is governed by and shall be construed in accordance with the laws of Saint Vincent and the Grenadines. The Parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Saint Vincent and the Grenadines.

**ARTICLE 8
MODIFICATION, TERMINATION AND INTERPRETATION**

- 8.1 The Parties to this Agreement may, upon consultation with IDA, amend this Agreement by a statement signed by their duly authorized representatives, dated and attached hereto.
- 8.2 This Agreement shall enter into force from the date upon which it is signed by both Parties, and for the duration of the Project and the Program, in accordance with the terms of the Financing Agreement. If at any time the Financing Agreement is terminated, CTU shall have the right to terminate this Agreement as of the termination date of the Financing Agreement.
- 8.3 Either Party may, subject to IDA's approval, terminate this Agreement by giving sixty (60) days prior written notice to the other Party. The termination of this Agreement shall not affect the specific activities then in progress and properly funded unless the Parties agree to the contrary.
- 8.4 In case of conflict between the terms of this Agreement and the Financing Agreement the terms of the Financing Agreement shall prevail.

**ARTICLE 9
INSTITUTIONAL COORDINATION AND NOTICES**

- 9.1 The office within CTU responsible for carrying out and coordinating CTU's obligations under this Agreement is the Project Coordinating Unit. All notices for CTU in relation to this Agreement shall be sent to the CTU Project Coordinator, Level 3 Victoria Suites, 14 -17 Victoria Square, Port of Spain, Trinidad and Tobago.
- 9.2 The agency responsible for carrying out and coordinating the Country's obligations under this Agreement is the Office of the Prime Minister. All notices to the Country in relation to this Agreement shall be sent to The Permanent Secretary, Department of

Telecommunications, Science and Technology, 3rd Floor, CLICO Financial Centre, Upper Bay Street, Kingstown, Saint Vincent and the Grenadines.

- 9.3 Either Party may change the person designated to receive notices hereunder and so notifying the other in writing.

ARTICLE 10 DURATION

- 10.1 This Agreement shall take effect from the 7th Day of December 2012.
- 10.2 This Agreement shall conclude on 1st February, 2017. Any extension beyond this date must be requested at least thirty (30) days prior to this expiration date and shall be agreed in writing and signed by the Parties.

ARTICLE 11 NO AGENCY

- 11.1 No legal partnership or agency is established by this Agreement. Neither Party is authorized or empowered to act as an agent, employee or representative of the other, nor transact business or incur obligations in the name of the other Party or for the account of the other Party. Neither Party shall be bound by any acts, representations, or conduct of the other.

ARTICLE 12 BINDING EFFECT

- 12.1 This Agreement shall become binding when signed by the Parties. This Agreement supercedes all prior or contemporaneous communications, both oral and written and constitutes the entire Agreement between the Parties relating to the Project and the Program.

Signed by the Parties on the day and date mentioned hereinbefore

For Saint Vincent and the Grenadines

For the Caribbean
Telecommunications Union



MINISTRY OF TELECOMMUNICATIONS,
SCIENCE, TECHNOLOGY & INDUSTRY
ST. VINCENT AND THE GRENADINES

Tricia Pompey

Tricia Pompey
Permanent Secretary (Ag.)



Bernadette Lewis

Bernadette Lewis
Secretary General