



# **MEMORANDUM OF UNDERSTANDING**

**Between**

**the Caribbean Community**

**and**

**the CARICOM Private Sector Organization  
Inc.**

**Concerning Cooperation towards the Full  
Implementation of the CARICOM Single  
Market and Economy**

**Memorandum of Understanding**

**Between**

**the Caribbean Community**

**and**

**the CARICOM Private Sector Organization Inc.**

**Concerning Cooperation towards the Full Implementation of the  
CARICOM Single Market and Economy**

The Caribbean Community and the CARICOM Private Sector Organization Inc. (hereinafter referred to individually as “**the Caribbean Community**” or “**the Community**” and “**the CPSO**” respectively or as “**the Party**” and collectively as “**the Parties**”),

***Determined** to act with a view to achieving effective progress towards full implementation of the CSME in order to achieve sustained economic development in the Caribbean Community;*

***Recalling** that at its Eighteenth Special Meeting held in Port of Spain, Trinidad and Tobago, on 3-4 December 2018, the Conference of Heads of Government of the Caribbean Community acknowledged the need to adopt a more formalised and structured mechanism to facilitate dialogue between the Community and the Private Sector and Labour and agreed that the engagement of the Private Sector and Labour should be institutionalised and reiterated its mandate to the Community Council and other Organs to involve the Private Sector and Labour in specific aspects of the CSME;*

***Recalling** further that the Conference also agreed at its Eighteenth **Special Meeting** that representative bodies of the Private Sector and Labour should be designated as Associate Institutions of the Caribbean Community in accordance with Article 22 of the RTC;*

**Noting** that on 29 October 2020 the CPSO was designated by the Conference as an Associate Institution of the Caribbean Community;

**Determined** to enhance the effectiveness of the decision-making and implementation processes of the Community through the participation of the social partners;

**Cognisant** that a fully integrated and liberalised internal market will create favourable conditions for sustained, market-led production of goods and services on an internationally competitive basis;

**Aware** that in accordance with Article 12(9) of the Revised Treaty of Chaguaramas that the Conference may consult with entities within the Caribbean Region or with other organisations and for this purpose may establish such machinery as it considers necessary;

**Acknowledging** the need for the Caribbean Community to consult with and work with the private sector in furthering regional integration and to this end, the Caribbean Community charged the private sector with ensuring that it created a formal and structured mechanism representative of all private sector in the Region to effectively consult with and work with the Organs and Bodies of the Community;

**Welcoming** the agreement of the regional business entities to accept the invitation by the Conference of Heads of Government to engage, in a formal and structured manner, with the Organs of the Caribbean Community in an effort to secure the full implementation of the CSME;

**Acknowledging** that the CPSO was incorporated in Barbados on 2 June 2020;

*Committed to act cooperatively in the regional effort to achieve the laudable goals of the CSME;*

*HEREBY AGREE to enter into this Memorandum of Understanding, the scope and content of which are defined in the following Articles:*

**ARTICLE 1**  
**OBJECTIVE OF MEMORANDUM**

This Memorandum of Understanding establishes a mechanism for substantive and effective cooperation between the Parties in pursuit of the shared objective of a fully implemented CSME.

**ARTICLE 2**  
**SCOPE OF COOPERATION**

The principal focus of the cooperation between the Parties is the achievement of such elements of the Work Programme of the Caribbean Community that are conducive to realising the goals of the CSME, particularly those the Conference has determined should be given priority.

**ARTICLE 3**  
**PRINCIPLES REINFORCING COOPERATION**

The Parties affirm that:

1. Substantive and effective engagement of the private sector, labour and civil society is essential if the goals of the regional integration movement are to be fully realised;

2. An effective mechanism geared to harness the resources of the private sector to assist in the full implementation of the CSME requires sufficient consultations with the Organs and Bodies of the Caribbean Community; and

3. Private sector entities are well positioned to make a positive contribution to meeting the goals of free movement of goods and services, free movement of labour and free movement of capital.

**ARTICLE 4**  
**PARTICIPATION BY MEMBERS OF THE CPSO**

1. Towards the achievement of the objective of this Memorandum of Understanding, the Parties agree that the CPSO will have the opportunity to participate in meetings of the Organs of the Community as an Observer.

2. The Caribbean Community may invite the CPSO to participate in Committees, Working Groups and Technical Teams established by the Organs of the Caribbean Community.

3. Participation in meetings does not extend to a right to vote or to prevent consensus.

**ARTICLE 5**  
**OBLIGATIONS OF THE CARIBBEAN COMMUNITY**

1. Subject to paragraph 2, the Community will invite the CPSO to meetings of the Organs, Committees, Working Groups or Technical Teams considering matters pertaining to the implementation of the CSME. Where the CPSO is invited to a meeting, the Community will ensure that:

- (i) the invitation will include the CSME agenda items being considered by the particular meeting and the estimated time frame when those items will be taken;
  - (ii) the CPSO is provided with appropriate relevant documentation for the items relating to specific aspects of the CSME;
2. Paragraph 1 will not apply to:
- (i) Meetings of the Council for Foreign and Community Relations and the Council for National Security and Law Enforcement;
  - (ii) Meetings of other Organs, Committees, Working Groups or Technical Teams during the consideration of agenda items that are:
    - (a) not dealing with the CSME; or
    - (b) require a discussion among Member State representatives only because of certain sensitivities.
  - (iii) Meetings of the Organs in Caucus;
  - (iv) Such other meetings as determined by the Conference.
3. At the request of the CPSO, the Community will ensure that the form of the interaction is the most suitable for the particular matter being discussed.

**ARTICLE 6**  
**OBLIGATION OF THE CPSO**

1. The CPSO will work with Member States and Labour towards the full implementation of the CSME.

2. In fulfilling the obligation contained in paragraph 1 of this Article:
  - (i) The CPSO representative(s) attending any meeting of an Organ, Committee, Working Group, or Technical Team shall advise each meeting as to whether there is a conflict of interest, the nature of such conflict, if any, and shall withdraw from the deliberations on the item(s).
  - (ii) The CPSO shall ensure that through its constituent instruments and related policies, practices and procedures, the composition of its membership and executive are fully representative of the regional private sector.
  - (iii) The CPSO shall ensure that in carrying out activities pursuant to this Memorandum of Understanding, its internal consultative mechanisms allow for appropriate consultations with its membership and other regional sector specific bodies.

**ARTICLE 7**  
**ESTABLISHMENT OF JOINT TECHNICAL TEAM**

1. The Parties agree to appoint a Joint Technical Team comprising representatives of the Secretariat of the Caribbean Community and the Technical Secretariat of the CPSO to oversee the conduct of the programmes and activities carried out under this Memorandum of Understanding to advance the full implementation of the CSME.

2. The Joint Technical Team shall comprise six members, one-half to be designated by each Party. For the purposes of this Article, a quorum shall be four members, comprising two members of each Party. Each Party shall nominate a

person to act as co-chair of the Joint Technical Team. The Joint Technical Team shall hold at least one ordinary meeting every quarter and extraordinary meetings as any of the Parties may request. The Joint Technical Team shall adopt decisions unanimously.

3. In the performance of its functions, the Joint Technical Team will:
  - (i) elaborate the Terms of Reference for each Working Group established by the Parties to advance the achievement of the objectives of the Memorandum of Understanding;
  - (ii) determine priority and specific contents of the programmes and activities to be undertaken in fulfilment of the objectives of the Memorandum of Understanding;
  - (iii) require the Working Groups to report to it within three (3) months of their creation; and
  - (iv) receive, consider and make recommendations in writing with supporting documentation to the Secretary-General of the CARICOM Secretariat and the Director-General of the Technical Secretariat of the CPSO on the matters referred for its determination and advice pursuant to Articles 1, 2, 4 and 8 of this Memorandum.
  
4. The Joint Technical Team may request the services of experts from the Governments of the Member States of the Caribbean Community and business entities and organisations among the regional private sector to advise on matters under examination by the Team in the process of implementation of this Memorandum.



5. The Joint Technical Team will report to the Parties within one month after receiving a report from a Working Group.

## **ARTICLE 8** **WORKING GROUPS**

1. To implement the provisions of this Memorandum of Understanding and to promote consultation and cooperation, the Parties will jointly set up working groups for the realization of the objectives of the Memorandum.

2. The working groups may comprise members or representatives appointed by the Parties or drawn from Member States or such other persons as either Party may nominate for appointment. Other persons may attend meetings on invitation by either Party from time to time.

3. The working groups will report on their activities to the Parties through the Joint Technical Team.

## **ARTICLE 9** **AMENDMENT**

This Memorandum of Understanding may be amended by written agreement between the Parties.

## **ARTICLE 10** **CONFIDENTIALITY**

A Party shall not share any documents accessed or acquired by virtue of the operation of this Memorandum of Understanding without the consent of the other Party. This requirement applies mutatis mutandis to members of the Joint Technical Team and Working Group.

**ARTICLE 11**  
**ENTRY INTO EFFECT AND DURATION**

1. This Memorandum of Understanding will take effect on the date on which it is signed by the last Party and will remain in effect unless terminated in accordance with this Article.
  
2. Either Party may give six months' written notice to the other Party to terminate this Memorandum of Understanding. Termination will become effective six months from the date of notification of termination.
  
3. The Parties agree that this Memorandum of Understanding will not create legally binding obligations.

**ARTICLE 12**  
**DISPUTE RESOLUTION**

Any dispute concerning the interpretation or application of this Memorandum of Understanding will be settled by direct negotiation between the Parties.

**IN WITNESS WHEREOF** the undersigned, duly authorised by their respective Organisations, have signed this Memorandum of Understanding in two original copies in English.

**FOR THE Caribbean Community**

**FOR THE CARICOM Private  
Sector Organization Inc.**

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**IRWIN LAROCQUE**  
**SECRETARY-GENERAL**

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**GERVASE WARNER**  
**CHAIRMAN**

**DATE:**

**DATE:**