



MEMORANDUM OF UNDERSTANDING

BETWEEN
CARIBBEAN EXAMINATIONS COUNCIL
AND
CARICOM COMPETITION COMMISSION

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as “MOU”) is made the 12th day of December 2022 between the **CARIBBEAN EXAMINATIONS COUNCIL**, a corporate body established by Agreement made at the Second Conference of Heads of Government of the Commonwealth Caribbean in 1964 and implemented by the Caribbean Examinations (Incorporation) Act, Cap. 39B, Laws of Barbados, registered offices situated at Prince Road, Pine Plantation Road, Saint Michael in the Republic of Barbados (hereinafter referred to as “**CXC**”) of the **ONE PART** and the **CARICOM Competition Commission**, an organization established pursuant to Chapter VIII of the Revised Treaty of Chaguaramas (“**RTC**”) and implemented by the Agreement between the Government of the Republic of Suriname and the Caribbean Community Establishing the Seat and the Office of the Competition Commission with its own legal personality for the purpose of the implementation of the Community Competition Policy situate at Hendrikstraat #69, Paramaribo, in the Republic of Suriname (hereinafter referred to as “**CCC**”) of the **OTHER PART**, each hereinafter referred to as “the Party” and collectively as “the Parties”.

WHEREAS

- A. **CCC**’s mandate pursuant to Articles 173 and 186 of the RTC is to ensure that consumers, businesses and the CSME Member States benefit from fair Competition and adequate Consumer safeguards through: (a) the development of harmonized laws and policies; (b) the enforcement of the rules of Competition; and (c) advocacy of the benefits of Competition and Consumer Protection.
- B. **CXC**[®] is charged with the responsibility in the Caribbean Communities to undertake, aid and promote education through the coordination of the development of syllabi and administration of examinations and other forms of assessment.
- C. The Council on Trade and Economic Development at its Fifty Fifth meeting held on 29th November 2022 acknowledged that the CCC will be collaborating directly with the CXC for the inclusion of material on competition and consumer protection policies that are directly relevant to the suite of CAPE and CSEC subjects, and to include activities on consumer awareness at the primary school level, for the strengthening of the “I am CARICOM” initiative and solidifying the competition and consumer culture of our regional citizens.

NOW THEREFORE, CCC and CXC[®] intend as follows:

1. Background

- 1.1. This MOU made between **CXC**[®] and **CCC** provides for the establishment of mutual co-operation between these two institutions.
- 1.2. Recognising the value of promoting mutual co-operation for the advancement of the global human resource competitiveness of the Caribbean and engagement in the areas of education and human capital development, **CXC**[®] and **CCC** agree to collaborate in accordance with the terms set forth.

2. Term and Termination

- 2.1. This MOU will commence and be effective on the date herein before written.
- 2.2. The term of this MOU will be three (3) years save that either Party may terminate this MOU by giving a minimum of three (3) months' written notice to the other Party.
- 2.3. Termination of this MOU shall not affect any agreement the Parties enter into unless such specific agreement is also terminated by the provisions of the specific agreement.
- 2.4. Termination of this MOU shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision of this MOU which is expressly or by implication intended to come into or continue in force on or after the termination of this MOU.
- 2.5. This MOU is evaluated by the Parties annually on or before the close of the calendar year. Evaluation can, in joined consultation between the Parties, lead to amendment of this MOU.
- 2.6. Amendment of this MOU by the Parties as mentioned under 2.5. above will take place by mutual consent as evidenced by a document executed by both Parties within thirty (30) days of consent, and attached as an Annexure to this Agreement.
- 2.7. Any other modifications or variations of this MOU may be made only by mutual consent in writing and such consent shall not be unreasonably withheld.

3. Specific Areas of Co-operation

- 3.1. The Parties have agreed to establish a project team comprising representatives from each Party. **CXC**'s and **CCC**'s representatives are listed in Schedule I attached hereto. The project team will meet periodically, either face-to-face or via other means of communication on dates and times to be agreed by the Parties, to monitor performance of this MOU and to suggest measures for its effective execution as necessary.
- 3.2. **CXC**[®] and **CCC** will also explore other potential areas where co-operation would be of mutual benefit.

4. CCC Responsibilities

4.1. CCC shall undertake the following activities:

- 4.1.1. Provide subject matter expert(s) from its pool of available membership and professional resources, on dates to be agreed upon by the Parties; these expert(s) shall serve as presenters/facilitators for online or face to face **CXC**[®] teacher orientation/training workshops and for educational webinars via **CXC**[®] channels organized by **CXC**[®]. These initiatives will be based on the analysis of subject matter reports and professional development needs of teachers as identified by **CXC**[®].
- 4.1.2. Subject to intellectual property legislation, provide resources for the development of content on **CXC**'s online platform/s or any other platform as agreed, to ensure that all specific objectives common to **CXC**[®] products and **CCC** programmes are supported.
- 4.1.3. Participate in the formal syllabus development and syllabus review processes for the offerings listed in Schedule II attached hereto with a view towards the inclusion of content aimed at engendering a Competition and Consumer Protection Culture in the CARICOM in an age appropriate manner. The Parties shall agree upon the dates and times of the syllabus development and syllabus review meetings.
- 4.1.4. **CCC** may propose for **CXC**'s approval specific learning objectives and activities which may include School Based Assessment projects for integration into the existing structure of syllabuses for the offerings listed in Schedule II attached hereto. Proposals shall be for specific content aimed at engendering a Competition and Consumer Protection Culture in the CARICOM in an age appropriate manner. Where a proposal is approved **CCC** shall subject to intellectual property legislation provide to **CXC** the necessary content inclusive of reference materials in accordance with 4.1.2.
- 4.1.5. Subject to intellectual property legislation, **CCC** shall provide resources for the development of content for **CXC**'s Caribbean Primary Exit Assessment (CPEA) product.
- 4.1.6. Subject to availability and the recruitment of an education specialist by **CXC** and in any event to coordinate and complete gap analysis reports for offerings listed in Schedule II attached hereto with a view to closing the gaps between the **CXC**[®] **CSEC**[®] and **CAPE**[®] syllabuses to build a regional culture for Competition and Consumer Protection Culture making it more robust for that level.
- 4.1.7. Provide technical support by **CCC** members or its expert stakeholders to **CAPE**[®] teachers and students during classroom sessions, virtual or F2F dependent on the need and the context and on dates to be agreed upon by the Parties

- 4.1.8. To make available subject matter expert(s) from its membership to be co-opted into meetings of relevant subject panels and participate therein as approved from time to time by **CXC's** executive.
- 4.1.9. **CCC** shall provide budgets and resources in the form of recognition awards for the **CXC®** Annual Regional Top Awards Ceremony as listed in Schedule III attached hereto. Any resources for each year is subject to availability and budgets, and will be further agreed between the Parties.
- 4.1.10. Based on the provision and success of an Internship pilot programme in Suriname, **CCC** commits to undertake discussions with its stakeholders on the possibilities of securing an internship in either the duty station of the CCC or one of its four (4) national competition commissions (Barbados, Guyana, Jamaica or Trinidad and Tobago) for the highest top performing **CAPE®** student in the CSME in a subject matter related to the CCC at minimum. Additional internships will be subject to discussions and funding for CCC and its partner commissions. The internship programme will be for a one (1) week period. The top awardee will receive the opportunity of the internship during the summer of 2024 and 2025 respectively.
- 4.1.11. **CCC** will assist with the development and execution of a marketing and communications plans by CXC, the execution of which plan shall commence after the plan has been mutually agreed upon by both Parties. This can include the development of Competition and Consumer Protection law essay competition marketing material for the sensitisation of **CSEC®** and **CAPE®** students across the region. For the avoidance of doubt provision of assistance herein shall not compel or require financial expenditure by the **CCC**.

5. **CXC® Responsibilities**

- 5.1. **CXC®** shall undertake the following activities:
 - 5.1.1. Coordinate the execution of teacher orientation/training workshops and educational webinars to support the implementation and assessment of the offerings listed on Schedule II attached hereto as outlined in Clause 4.1.1 above.
- 5.2. Assign Syllabus and Curriculum Development Officers (hereinafter referred to as "the Officers") to coordinate the technical review of the resources submitted by **CCC's** for the development of content on **CXC's** online platform/s. For the avoidance of doubt, the Officers are not permitted to make any amendments to **CCC** materials. If, however, the Officers deem that a revision of **CCC's** materials is required, the Officers shall work with **CCC** to develop an amendment agreeable to both parties.
 - 5.2.1. Organise and lead the formal syllabus development and syllabus review processes for the offerings listed in Schedule II attached hereto, and for this purpose to notify CCC ahead of the commencement of such review

processes. The Parties shall agree upon the dates and times of the syllabus development and syllabus review meetings.

- 5.3. Assign an Officer to liaise with **CCC** with respect to the offerings listed in Schedule II attached hereto.
- 5.4. Provide the opportunity for the presentation of the Award Titles set out in Schedule III attached hereto during the **CXC**[®] Annual Regional Top Awards Ceremony.
- 5.5. Provide support in the development of an advertising, marketing, and communications plan for the **CCC** and **CXC**[®] initiative, the terms and conditions of which are set out in this MOU in accordance with Clause 4.1.11. above. This can include the dissemination of **CCC** specific marketing material to **CSEC**[®] and **CAPE**[®] students across the region via media to be agreed by both parties.
- 5.6. **CXC**[®] will provide support with the promotion, marketing and dissemination of information for the internship programme across the eighteen (18) markets in years two (2) and three (3).

6. Financial Arrangements

- 6.1. Subject to availability of funds, the Parties agree that they will each use their own funds or funding sources to perform their respective responsibilities under this MOU but where possible and available, will collaborate to source special project funding.
- 6.2. All expectations, commitments, initiatives or activities under this MOU are subject to the availability of funds and each Party's budgetary priorities. For the avoidance of doubt, this Agreement does not oblige any expenditure of funds on the part of either Party.
- 6.3. The purpose of this MOU is to set out the understanding between the Parties to work together in the spirit of mutual cooperation without any intention to create legal relations (except as expressly indicated herein). Any collaborative ventures that may bind the Parties are subject to separate contractual arrangements. The purpose of this MOU is to explore opportunities for collaboration to their mutual benefit, to set out the respective roles and responsibilities of the Parties in working cooperatively to further each other's and their mutual interests.
- 6.4. The Parties agree that all financial arrangements will be negotiated for each specific case prior to commencement of the activity and will depend on the availability of funds.

7. Confidentiality

- 7.1. The parties agree to keep confidential any information which is disclosed or obtained and which is not publicly available or already known and not to disclose such information to third parties, otherwise than in accordance with the consent of the other party or as required by law or any relevant regulatory authority.

8. Anti-bribery and Anti-Slavery Measures

- 8.1. Each Party undertakes to the other to comply with applicable laws, regulations, statutes, codes and sanctions relating to anti-bribery and anti-corruption and each other's respective anti-bribery and gift and hospitality policies (where applicable) as may be amended from time to time, copies of which will be provided on written request.
- 8.2. Each Party shall ensure that it and any persons or subcontractors involved in the delivery of the objectives of this MOU shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force.
- 8.3. Each Party shall promptly notify the other Party of any actual or potential request or demand for any undue inducement of any kind that either Party receives in connection with the performance of this MOU.
- 8.4. Breach of this Clause 8 shall be deemed to be a material breach and in case either Party breaches this part 8, the non-breaching party may terminate the MOU immediately by written notice.

9. Intellectual Property

- 9.1. All intellectual property that is developed jointly by the Parties after the commencement of this MOU will be jointly owned by the Parties and shall be governed by such terms and conditions that will be worked out on a case-by-case basis and agreed upon by the Parties in writing.
- 9.2. Any intellectual property that is owned by either of the Parties prior to execution of this MOU, will remain the sole property of that Party. It shall therefore not be reproduced or transmitted in any other form or by any other means, electronic or mechanical, including photocopying, recording on any storage or retrieval system, without the prior permission and written consent of the intellectual property owner.
- 9.3. Use of logos, trademarks and other intellectual property shall be governed by each Party's brand guidelines and by the applicable intellectual property legislation. Neither Party shall use, nor permit any person or entity to use, the name, logo (or any variation thereof) or other intellectual property of the other Party without first obtaining the other Party's written consent.

10. Non Exclusivity

The Parties agree that each Party shall be free to carry out activities similar to the activities mentioned herein with any third party. CCC and CXC agree that CXC may market and promote its Annual Regional Top Awards Ceremony in accordance with its own policy but may request collaboration with CCC on any award related to a top performer in a subject area relevant to the CCC.

Assignment

Unless this MOU expressly states otherwise, no right or obligation arising under this MOU may be assigned, transferred or otherwise disposed of, in whole or in part, by a Party,

without the prior written agreement of the other Party, which consent shall not be unreasonably withheld.

11. Good faith

The Parties shall co-operate with each other in good faith and make commercially reasonable efforts to take all actions and to do all things necessary, proper, or advisable to consummate, make effective and comply with all the terms of this MOU.

12. Amendments

No amendment to this MOU shall be binding on either Party unless it is in writing and signed by an authorised representative of both Parties.

13. Dispute Resolution

- 13.1. Both Parties shall attempt to amicably settle between them in good faith all disputes or differences which arise between them out of or in connection with this MOU.
- 13.2. The Parties further agree that provided both Parties consider that such negotiations would be assisted thereby they will appoint a mediator by mutual MOU.
- 13.3. Both Parties agree to cooperate fully with such mediator, provide such assistance as is necessary to enable the mediator to discharge his duties and to bear equally between them the fees and expenses of the mediator.

14. Form of Understanding

- 14.1. This MOU outlines the areas of co-operation that have been agreed between **CXC®** and **CCC**; however, save for Clauses 7 (Confidentiality), 8 (Anti-bribery) and 9 (Intellectual Property), this MOU is not intended to be legally binding, shall not create any legal obligations between the Parties and shall not be subject to the jurisdiction of the Law Courts in Barbados, the United Kingdom or any other jurisdiction.

15. Notices

- 15.1. All notices which are required to be given under this MOU shall be in writing and shall be sent to the address of the recipient Party set out in 19.2. below. Any such notice may be delivered personally, by registered post, facsimile transmission or electronic mail and shall be deemed to have been received:
 - 15.1.1. By hand delivery – at the time of delivery;
 - 15.1.2. By registered post – after the period of four (4) days from posting;
 - 15.1.3. By facsimile transmission – immediately on transmission provided a confirmatory copy is sent by registered post or by hand by the end of the next business day.
 - 15.1.4. By electronic mail - immediately on transmission provided an electronic read receipt is requested and is received after transmission.

15.2. All notices to the **CXC**[®] shall be directed as follows:

NAME: Sheree Deslandes
DESIGNATION: Director, Corporate Services
TEL: +1 (246) 227-1792
E-MAIL: SDeslandes@cx.org

or such other designated person with such contact details as may be provided in writing by **CXC**[®].

NAME: Barry Headley
DESIGNATION: Senior Economist
TEL: +1 (597) 491-439
E-MAIL: barry.headley@ccc.sr with copy to ed@ccc.sr

or such other designated person with such contact details as may be provided in writing by **CCC**.

IN WITNESS WHEREOF the said parties hereto have executed this MOU on the date hereinbefore written.

FOR: Caribbean Examinations Council

Name: Eduardo R. Ali, EdD

Position: Pro-Registrar and DCEO

Signature:



Name of Witness: Dawn J. Grant

Signature of Witness:



FOR: CARICOM Competition Commission

Name: Christopher Blackman

Position: Chairman

Signature:



Name of Witness: Nievia Ramsundar

Signature of Witness:



SCHEDULE I

In accordance with Clause 3.1, the **CXC**[®] representatives are listed below:

1. Director of Corporate Services
2. Director of Operations
3. Financial Controller
4. Corporate Communications Manager
5. Senior Manager, Syllabus and Curriculum Development
6. Manager, Syllabus and Curriculum Development
7. Senior Manager, Examinations Administration and Security
8. Business Development Coordinator

In accordance with Clause 3.1, the **CCC** representatives are listed below:

1. Executive Director
2. Senior Economist
3. Economist
4. Senior Legal Counsel

SCHEDULE II

In accordance with Clauses 4.1.3. and 4.1.4., the subjects related to the (**CXC**[®]) Caribbean Secondary Education Certificate (**CSEC**[®]) and Caribbean Advanced Proficiency Examination (**CAPE**[®]) are provided below:

CAPE[®]

1. Financial Services Studies
2. Economics
3. Accounting
4. Entrepreneurship
5. Management of Business

CSEC[®]

5. Social Studies
6. Home Economics
7. Principles of Business

SCHEDULE III

List of Territories in which CSEC® and CAPE® Examinations are Offered
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In accordance with Clause 4.1.6., the details on the **CCC** financial contribution to the **CXC®** Annual Regional Top Awards Ceremony are provided below:

CXC Annual Regional Top Awards Ceremony					Total
CCC contribution to CXC® Annual Regional Top Awards Ceremony					
CCC contribution to CXC® Annual Regional Top Awards					
Award Category	Award Title	Monetary Prize	Recognition (plaque)	Number of Awardees	Total
Award #1	CARICOM Competition Commission regional secondary school essay competition	TBD	yes	TBD	
Award #2					
Award #3					
Award #4					
Total Monetary Prizes and Recognition Plaque Contribution					
Total Contribution					

***All costs quoted are USD.**

Please note that 20 territories enter candidates for **CSEC®** and 18 for **CAPE®** examinations as shown overleaf.

CSEC®	CAPE®
1. Anguilla	1. Anguilla
2. Antigua and Barbuda	2. Antigua and Barbuda
3. Barbados	3. Barbados
4. Belize	4. Belize
5. Cayman Islands	5. Cayman Islands
6. Dominica	6. Dominica
7. Grenada	7. Grenada
8. Guyana	8. Guyana
9. Jamaica	9. Jamaica
10. Montserrat	10. Montserrat
11. St Kitts and Nevis	11. St Kitts and Nevis
12. St Lucia	12. St Lucia
13. St Vincent and the Grenadines	13. St Vincent and the Grenadines
14. The British Virgin Islands	14. The British Virgin Islands
15. The Turks and Caicos	15. St Maarten
16. Trinidad and Tobago	16. Trinidad and Tobago
17. Saba	17. Saba
18. Suriname	18. Suriname
19. St Maarten	
20. St Eustatius	