



AGREEMENT ESTABLISHING
THE CARIBBEAN KNOWLEDGE AND
LEARNING NETWORK AGENCY

**AGREEMENT ESTABLISHING THE CARIBBEAN
KNOWLEDGE AND LEARNING NETWORK AGENCY**

THE PARTIES:

CONSCIOUS of the need to enhance the competitiveness of Caribbean countries by diversifying and upgrading the skills and knowledge of human resources in the Region through greater regional collaboration and connectivity;

ACKNOWLEDGING the potential threat of social exclusion posed by the digital divide and the real presence of a digital hole in the Caribbean, excluding the Region from connectivity through education, knowledge and research networks among Participating Members of the Community and the rest of the world;

RECOGNISING the exclusion of the Caribbean Region from the world's global education network;

NOTING the mandate of the Fifteenth Intersessional Meeting of the Conference of Heads of Government of the Community held in St Kitts and Nevis on March 25th to 26th 2004 that a Caribbean Knowledge and Learning Network (CKLN) be established to provide greater collaboration among tertiary education institutions of the Region in order to upgrade the skills and knowledge of its human resources;

FURTHER NOTING the mandate of the Twenty-Seventh Meeting of the Conference of Heads of Government of the Community held in St Kitts and Nevis on July 3rd to 6th 2006 that a regional network named C@ribNET be developed connecting all Participating Members of the Community and that the Caribbean Knowledge and Learning Network Agency (CKLNA) shall be the mechanism to coordinate the development and management of that network.

HEREBY AGREE AS FOLLOWS:

ARTICLE I

DEFINITIONS

In this Agreement, unless the context otherwise requires –

"**Agreement**" means this Agreement Establishing the Caribbean Knowledge and Learning Network Agency;

"**Board**" means an organ of the CKLNA referred to in Article V;

"**Chief Executive Officer**" means the Chief Executive Officer of the CKLNA appointed under Article XI;

"**CKLNA**" means Caribbean Knowledge and Learning Network Agency established by this Agreement;

"**Community**" means the Caribbean Community established by Article 2 of the Treaty;

"**Council**" means the Organ of CKLNA referred to in Article V;

"**Participating Member**" means a Party to this Agreement;

"**Treaty**" means the Revised Treaty of Chaguaramas establishing the Caribbean Community including the CARICOM Single Market and Economy (CSME) signed at Nassau, The Bahamas on 5 July, 2001.

ARTICLE II

ESTABLISHMENT OF THE CKLNA

1. The CKLNA is hereby established with the organs, membership, structure, and functions herein set forth.
2. The CKLNA is hereby established as an Institution of the Community pursuant to Article 21 of the Treaty.

ARTICLE III

MEMBERSHIP

Membership of the CKLNA shall be open to the States and Territories listed in the Annex.

ARTICLE IV

OBJECTIVES

The objectives of the CKLNA are to-

- (a) bridge the digital divide in the Caribbean Region to achieve social cohesion of Caribbean people through digital inclusion;
- (b) connect universities and other tertiary institutions in the Region with universities in Europe, North America, Latin America and elsewhere to facilitate research, collaboration and knowledge sharing;
- (c) converge fragmented regional and international initiatives to maximise results in the area of tertiary and distance education;
- (d) improve the relevance of tertiary education and training by increasing the number of accredited tertiary education programmes recognised internationally for their excellence;
- (e) provide state-of-the-art information and communication technologies to connect the Caribbean Region's tertiary education institutions and other related entities and organisations;
- (f) maintain a regional network administration and learning content management system;
- (g) provide assessments, evaluations, bandwidth, feasibility studies, software development and other related services in the development of education through technical and consultancy services;
- (h) provide maintenance and support services to all tertiary education institutions and encourage and facilitate specialization;
- (i) provide consultancy services and project management in order to address the development and efficiency needs of on-line and distance education institutions in the Caribbean;
- (j) provide high speed connectivity between Caribbean countries and to the wider world to support the Caribbean Region's goal of global competitiveness;

- (k) support the Caribbean integration process by providing an enabling environment, through connectivity, in support of the CSME and strengthening functional cooperation amongst Participating Members;
- (l) support institutional and resource development activities of educational institutions particularly at the tertiary level, upgrading and diversifying the skills and knowledge of human resources in the Caribbean through greater regional collaboration and connectivity;
- (m) develop region-wide e-learning programmes and enhanced knowledge sharing;
- (n) undertake training and development in the generic use of the internet, learning management systems and e-learning platforms; and
- (o) do anything incidental to the above objectives.

ARTICLE V

ORGANS OF CKLNA

The CKLNA shall have the following Organs with the functions specified in this Agreement:

- (a) the Council; and
- (b) the Board.

ARTICLE VI

THE COUNCIL

1. The Council shall consist of a Minister of Government of each Participating Member.
2. Each member of the Council shall be entitled to nominate any other person to represent that member at meetings of the Council.
3. The Council shall meet in ordinary session at least once in every calendar year and shall convene in extraordinary sessions at the request of three-quarters of the Participating Members.
4. The Chairperson and Deputy Chairperson of the Council shall be elected from among members of the Council.
5. The Chairperson shall preside over the meetings of the Council.
6. The Chairperson and Deputy Chairperson shall serve for a period of one year and shall be eligible for re-election.
7. In the absence of the Chairperson the Deputy Chairperson shall preside over meetings of the Council.
8. In the absence of both the Chairperson and the Deputy Chairperson, the members of the Council present may elect any member to act in the position of Chairperson.
9. The Council shall regulate its own procedure.

ARTICLE VII
FUNCTIONS OF THE COUNCIL

1. The Council shall -
 - (a) facilitate the achievement of the objectives of the CKLNA;
 - (b) appoint the Board members of the CKLNA;
 - (c) appoint the Chief Executive Officer on the recommendation of the Board;
 - (d) consider and make decisions based on the recommendations of the Board;
and
 - (e) approve the annual budget and receive contributions from Participating Members to the CKLNA.
2. The Council may delegate any of its functions to the Board.

ARTICLE VIII
THE BOARD OF THE CKLNA

1. There shall be a Board of the CKLNA consisting of the following persons appointed by the Council:
 - (i) a representative of the Caribbean Community Secretariat;
 - (ii) one person from the Association of Caribbean Tertiary Institutions;
 - (iii) one person actively involved in a private tertiary education institution in a Participating Member;
 - (iv) a student excelling at the undergraduate level in the discipline of information technology or a related field at a regional institution;
 - (v) one person from the Caribbean Association of National Operators;
 - (vi) the Vice Chancellor of the University of the West Indies or his nominee;
 - (vii) one person nominated by the University of Belize;
 - (viii) one person nominated by the University of Guyana;
 - (ix) one person nominated by the Anton de Kom University of Suriname;
 - (x) one person nominated by the University of Haiti;
 - (xi) one person nominated by the Caribbean Examination Council;
 - (xii) one person representing the Eastern Caribbean Telecommunications Authority;
 - (xiii) the Chairperson of the Caribbean Youth Ambassadors;
 - (xiv) the Chief Executive Officer of The Caribbean Telecommunications Union or his nominee;
 - (xv) the Director General of the Organization of Eastern Caribbean States;
 - (xvi) the Chief Executive Officer as an *ex officio* member;
 - (xvii) the principal of the Open Campus of the University of the West Indies or his nominee;
 - (xviii) one person nominated by the University of Trinidad and Tobago; and
 - (xix) one person nominated by the University of The Bahamas.

2. All members shall be appointed for a term of four years, with the exception of persons appointed pursuant to paragraph 2 (ii), (iii), (iv) and (v), who shall be appointed for a term of three years.

3. After the first appointment of the Board, new members appointed under paragraph 2 (ii), (iii), (iv), and (v) –

- (a) may be reappointed for a term of three years on the recommendation of the existing Board members; and
- (b) shall not be reappointed for any further term.

4. Notwithstanding paragraph 2, the Council may expand the membership of the Board after consultation with the Secretary-General of the Community.

5. The Board shall carry out any functions delegated to the Board by the Council.

6. Subject to paragraph 5, the mission, policies, strategies and vision of the CKLNA shall be determined by the Board.

7. The Chairperson and Deputy Chairperson of the Board shall be elected from among members of the Board.

8. Subject to this Article, the Board shall regulate its own procedure at meetings.

ARTICLE IX

TECHNICAL ADVISORY COMMITTEES

1. The Chief Executive Officer may, after consultation with the Board, appoint Technical Advisory Committees to deliberate and make recommendations on specific issues pertinent to the objectives of CKLNA.

2. The Chairperson of a Technical Advisory Committee shall be appointed by the Chief Executive Officer in consultation with the Board.

3. The Chairperson shall convene meetings of a Technical Advisory Committee after consultation with the Chief Executive Officer.

4. The Chief Executive Officer shall appoint a person to perform the functions of Secretary to the Technical Advisory Committee.

5. A Technical Advisory Committee shall regulate its own procedure.

ARTICLE X

THE HEADQUARTERS OF CKLNA

1. The CKLNA shall have its headquarters in the State of Grenada and may establish subsidiary offices in the territories of other Participating Members.

ARTICLE XI

CHIEF EXECUTIVE OFFICER

1. There shall be a Chief Executive Officer who shall manage the administrative and other functions of the CKLNA.

2. The Chief Executive Officer shall be appointed from amongst persons with leadership experience in information technology, project management, strategic development and the management of complex regional or international development and organisational issues.

3. The Chief Executive Officer shall be appointed for a term not exceeding three years and is eligible for reappointment.

ARTICLE XII

DUTIES OF THE CHIEF EXECUTIVE OFFICER

1. The duties of the Chief Executive Officer are -

- (a) to appoint persons with qualifications and experience in administrative, financial, human resource development, technical and legal expertise to create an appropriate team for the purposes of attaining the objectives of the CKLNA;
- (b) to cause the accounts of the CKLNA to be audited annually by external auditors approved by the Board;
- (c) to ensure that the correct procedures are followed with respect to all matters within the competence of the CKLNA;
- (d) to implement the objectives of the CKLNA;
- (e) to administer and coordinate the activities and programmes of the CKLNA;
- (f) to control the revenue and expenditure of the CKLNA as approved by the Council;
- (g) to create and implement special programmes and projects where appropriate;
- (h) to prepare the administrative budget annually;
- (i) to submit the audited financial report of the CKLNA and the budget of the CKLNA to the Council annually for its consideration;
- (j) to submit an annual report to the Council on the work of the CKLNA;
- (k) subject to the general direction and approval where deemed necessary by the Board, to determine the terms and conditions of service of persons appointed under paragraph (a); and
- (l) to perform any other function or duty in pursuance of the objectives of the CKLNA.

2. In the performance of their duties the Chief Executive Officer and staff of CKLNA shall neither seek nor receive instructions from any Government of the Participating Members or from any other authority external to the CKLNA. They shall refrain from any action which might reflect adversely on their position as officials of the CKLNA and shall be responsible only to the CKLNA.

3. Participating Members undertake to respect the exclusively international character of the responsibilities of the Chief Executive Officer and staff and shall not seek to influence them in the discharge of their responsibilities.

ARTICLE XIII

THE ADMINISTRATIVE BUDGET

1. The CKLNA shall establish an administrative budget, the funds of which shall be used to defray the ordinary expenses incurred in administering its affairs.
2. Participating Members shall contribute to the administrative budget in accordance with the formula approved in respect of the budget of the Caribbean Community Secretariat.
3. The Chief Executive Officer, with the approval of the Board, shall establish financial regulations for the CKLNA in accordance with international accounting standards.

ARTICLE XIV

UNDERTAKINGS OF PARTICIPATING MEMBERS

Without prejudice to the requirement to discharge any other obligations assumed under or in connection with this Agreement, Participating Members undertake to:

- (a) develop and implement a comprehensive public awareness, information and education programme involving media houses, schools, voluntary agencies and other institutions in order to ensure public participation and community involvement in the work of the CKLNA;
- (b) establish data bases of key educational resources including public and intergovernmental agencies, both human and material, and a system for keeping them current;
- (c) identify and seek participation in bilateral and multilateral technical cooperation programmes and sources of funding designed to enhance the work of the CKLNA; and
- (d) review and implement national legislation to facilitate the attainment of the objectives of the CKLNA.

ARTICLE XV

LEGAL PERSONALITY

1. The CKLNA shall have legal personality in accordance with this Agreement.
2. The immunities and privileges of the CKLNA other than those specified in this Agreement may be determined by Participating Members.

ARTICLE XVI

RELATIONS WITH NON-GOVERNMENTAL INSTITUTIONS

1. The CKLNA may conclude agreements with Non-Governmental Organizations or Agencies in order to achieve its objectives.
2. The Chief Executive Officer with the approval of the Board may negotiate and conclude such agreements on behalf of the CKLNA.

ARTICLE XVII

PRIVILEGES, IMMUNITIES AND FACILITIES TO BE ACCORDED TO THE CHIEF EXECUTIVE OFFICER AND PROFESSIONAL STAFF OF THE CKLNA

1. Participating Members shall accord to the Chief Executive Officer and professional staff of the CKLNA the necessary privileges, immunities and facilities for the performance of their functions.
2. Without prejudice to the generality of paragraph 1, Participating Members shall:
 - (a) grant to such personnel exemption from taxes, duties or other charges, in respect of the performance of their functions, as is accorded to diplomatic personnel in accordance with international law; and
 - (b) facilitate the entry into, stay in and departure from their territories.

ARTICLE XVIII

PRIVILEGES AND IMMUNITIES OF THE CKLNA

1. The CKLNA its property and assets wherever located and by whomsoever held shall enjoy immunity from every form of legal process except or in so far as in any particular case the Chief Executive Officer has expressly waived its immunity. Any waiver of immunity shall not extend to any measure of execution.
2. Save as provided in paragraph 1 the property of the CKLNA, wherever located or by whomsoever held, shall be immune from search, requisition, confiscation, expropriation, or any other form of seizure by executive or legislative action.
3. This Article shall not be construed as preventing the Government of a Participating Member from taking appropriate action in connection with the investigation of accidents involving motor vehicles belonging to or operated on behalf of the CKLNA.

ARTICLE XIX

ARCHIVES OF THE CKLNA

1. The archives of the CKLNA shall be inviolable wherever located.
2. Proprietary data, confidential information and personnel records shall not be placed in archives open to public inspection.

ARTICLE XX

FACILITIES IN RESPECT OF COMMUNICATIONS

1. The CKLNA shall enjoy in Participating Members freedom of communication for its official communications.
2. The official correspondence of the CKLNA and all other forms of official communication shall be inviolable.

3. The CKLNA shall have the right to use codes and to dispatch and receive correspondence by courier in sealed bags, which shall not be searched or detained unless the competent authorities have reasonable grounds to believe that the sealed bags do not only contain articles, correspondence or documents for the exclusive official use of the CKLNA, in which case the bag shall be opened only in the presence of an officer of the CKLNA.

4. This Article shall not preclude the adoption of appropriate security measures in the interest of a Participating Member or its Government.

ARTICLE XXI

REPRESENTATIVES AND STAFF OF THE CKLNA

Representatives of Participating Members and Board Members attending meetings of the Council or the Board as well as the Chief Executive Officer and other professional staff of the CKLNA shall enjoy in the territory of each Participating Member:

- (a) immunity from legal process with respect to acts performed by them in the exercise of their functions, except to the extent that the Participating Member which they represent or the CKLNA as appropriate expressly waives this immunity in any particular case; and
- (b) where they are not nationals of that Participating Member, the same exemptions from immigration restrictions, alien registration requirements and national service obligations, the same facilities as regards exchange restrictions and the same treatment in respect of traveling facilities as are accorded by that Participating Member to the representatives, officials and employees of comparable rank of other Participating Members.

ARTICLE XXII

EXEMPTION FROM TAXES AND CUSTOMS DUTIES

1. The CKLNA, its assets, property, income, operations and transactions shall be exempt from all direct taxation and goods imported or exported for its official use shall be exempt from all customs duties. The CKLNA shall not claim exemption from taxes which are no more than charges for services rendered.

2. Where purchases of goods or services of substantial value necessary for the official activities of the CKLNA are made by or on behalf of the CKLNA, and where the price of the goods or services includes taxes or duties, appropriate measures shall, to the extent practicable, be taken by Participating Members to grant exemptions from those taxes or duties or provide for their reimbursement.

3. Goods imported or purchased under an exemption provided for in this Article shall not be sold or otherwise disposed of in the territory of the Participating Member granting the exemptions, except under conditions agreed with that Participating Member.

4. No tax shall be levied by Participating Members in respect of salaries, other types of emoluments or any other form of payment made by the CKLNA to the Chief Executive Officer and professional staff of the CKLNA as well as experts performing missions for the CKLNA.

5. Paragraph 4 does not apply where the Chief Executive Officer or the professional staff member of the CKLNA is a national of the Participating Member where the CKLNA is located.

ARTICLE XXIII

SUSPENSION OF RIGHTS AND PRIVILEGES OF MEMBERSHIP

1. A Participating Member which is in arrears in the payment of its financial contribution to the administrative budget of the CKLNA shall have no vote in the Council if the amount of the arrears equals or exceeds the amount of the contributions due from it for the preceding three financial years.
2. A Participating Member which has violated the obligations assumed under this Agreement may be suspended from the exercise of the rights and privileges of membership by the Council.

ARTICLE XXIV

ARBITRATION

1. Any dispute between a Participating Member and the CKLNA arising out of the interpretation or application of this Agreement, which is not settled by negotiation or other agreed mode of settlement shall be referred for final decision to an arbitral tribunal of three arbitrators at the instance of either party.
2. Each party shall be entitled to appoint one arbitrator within fifteen days following the request of either party and the two arbitrators shall within fifteen days following the date of their appointments appoint a third arbitrator who shall be the Chairperson of the arbitral tribunal.
3. Where any party fails to appoint an arbitrator under paragraph 2 the other party may request the Secretary General of the Community to appoint an arbitrator within ten days.
4. Where the two arbitrators appointed under paragraph 2 fail to appoint a third arbitrator either party may request the Secretary General of the Community to appoint an arbitrator within ten days.
5. The arbitral tribunal shall establish its own rules of procedure.
6. The parties to a dispute may choose to submit to any Administrative Tribunal arrangements established by CARICOM which allow access by Community Institutions, as an alternative to the provisions in paragraphs (1) to (5) of this Article.

ARTICLE XXV

SIGNATURE AND RATIFICATION

This Agreement shall be open for signature by the States and Territories listed in the Annex and shall be subject to ratification in accordance with their respective constitutional procedures.

ARTICLE XXVI

ENTRY INTO FORCE

This Agreement shall enter into force when Instruments of Ratification have been deposited by at least seven of the States and Territories listed in the Annex.

ARTICLE XXVII

ACCESSION

1. This Agreement shall be open to accession by any Caribbean State or Territory which on the recommendation of the Board has been admitted to membership of the CKLNA by the Council on such terms and conditions as the Council may decide.
2. A State or Territory admitted to membership in accordance with paragraph 1 shall deposit an Instrument of Accession with the Secretary-General of the Caribbean Community.

ARTICLE XXVIII

DEPOSITARY

1. The original of this Agreement and any amendments thereto shall be deposited with the Secretary General of the Caribbean Community.
2. The Secretary-General of the Caribbean Community shall notify the Chief Executive Officer of the CKLNA of the Deposit of Instruments of Ratification or Accession, as the case may be and forward certified copies of such Instruments to the Headquarters of the CKLNA.

ARTICLE XXIX

AMENDMENTS

1. Any Participating Member may propose amendments to this Agreement.
2. Any proposal for an amendment to this Agreement shall be submitted to the Secretary to the Board who shall transmit it to the Board.
3. The Board shall consider the proposal and make a recommendation to the Council.
4. The Council shall consider the proposal for amendment and may adopt it with such modifications as it deems necessary.
5. Amendments shall enter into force when ratified by all Participating Members.

ARTICLE XXX

WITHDRAWAL

1. Any Participating Member may withdraw from the CKLNA.
2. Any Participating Member wishing to withdraw from the CKLNA shall give to the Board twelve months' written notice of its intention to do so and the Board shall immediately notify the other Participating Members.
3. A notice given under paragraph 2 of this Article may be withdrawn at any time prior to the date on which withdrawal is to take effect.
4. A Participating Member withdrawing from the CKLNA shall honour any financial obligations duly assumed by it during the period of its membership.

ARTICLE XXXI

CKLNA AND CKLN FOUNDATION

Upon the coming into force of this Agreement, the Parties hereto shall enter into an agreement with the Directors of the Caribbean Knowledge and Learning Network Foundation (the Foundation) established under the Companies Act of Grenada on October 4, 2004, to transfer all assets and liabilities and the management and responsibility of the Foundation to the CKLNA. It is the intention that the Foundation shall be wound up and will cease to exist.

Signed by

for the Government of Anguilla on the day of , 2010

at

Signed by

for the Government of Antigua and Barbuda on the 12th day of March 2010

at Roseau, DOMINICA

Signed by

for the Government of The Bahamas on the 12th day of MARCH , 2010

at ROSEAU, DOMINICA

Signed by

for the Government of Barbados on the 14th day of January

at GEORGETOWN, GUYANA

2013.
~~2010~~

Signed by

for the Government of Belize on the 5th day of July

at Montego Bay, Jamaica.

, 2010

Signed by

for the Government of Bermuda on the day of

, 2010

at

Signed by

for the Government of the British Virgin Islands on the day of
, 2010 at

Signed by

for the Government of the Cayman Islands on the day of , 2010
at

Signed by

for the Government of the Commonwealth of Dominica on the 12th day of MARCH
, 2010 at ROSEAU, COMMONWEALTH, DOMINICA

Signed by

for the Government of Grenada on the 11th day of MARCH , 2010
at ROSEAU, DOMINICA

Signed by

for the Government of the Cooperative Republic of Guyana on the 2nd day of July
2014
, 2010 at

Signed by

for the Government of Haiti on the 12 day of March , 2010
at ROSEAU, DOMINICA

Signed by

for the Government of Jamaica on the 3rd day of July 2011
at Frigate Bay, Saint Christopher and Nevis

Signed by

For the Government of Montserrat on the 4th day of ~~July~~, 2010 ~~2013~~

at

Port of Spain, Trinidad.

Signed by

for the Government of Saint Christopher and Nevis on the 12th day of ~~March~~, 2010

at

ROSEAU, DOMINICA

Signed by

for the Government of Saint Lucia on the 25th day of

February

2011
~~2010~~

at

St. Georges, Grenada.

Signed by

for the Government of Saint Vincent and the Grenadines on the 25th day of February

, 2010 at

St. Georges, Grenada.

Signed by

for the Government of Suriname on the 18th day of March, 2010

at

PARAMARIBO, SURINAME

Signed by

for the Government of Trinidad and Tobago on the 12th day of March, 2010

at

ROSEAU, DOMINICA

Anguilla
Antigua and Barbuda
The Bahamas
Barbados
Belize
Bermuda
British Virgin Islands
Cayman Islands
Dominica (the Commonwealth of)
Grenada
Guyana (Cooperative Republic of)
Haiti
Jamaica
Montserrat
St. Christopher and Nevis
Saint Lucia
St. Vincent and the Grenadines
Suriname
Trinidad and Tobago
Turks and Caicos Islands