



**AMENDMENT TO  
THE AGREEMENT ESTABLISHING  
THE CARIBBEAN KNOWLEDGE AND  
LEARNING NETWORK AGENCY (CKLNA)**

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**THE PARTIES:**

**ACKNOWLEDGING** that the Agreement Establishing the Caribbean Knowledge and Learning Network Agency (CKLNA) was opened for signature on 12<sup>th</sup> March 2010 at Roseau, Dominica in accordance with Article XXVI thereof;

**ACKNOWLEDGING ALSO** that the Agreement has been signed by twelve countries which include the Governments of Antigua and Barbuda, The Bahamas, Belize, Dominica, Grenada, Haiti, Jamaica, St. Kitts and Nevis, Saint Lucia, St. Vincent and the Grenadines, Suriname and Trinidad and Tobago and ratified by four countries which include the Governments of The Bahamas, Grenada, St. Kitts and Nevis and Trinidad and Tobago;.

**RECOGNISING** that there is a need to have new provisions related to the functions and procedures which are essential to the operation of the CKLNA and to the attainment of its Objectives.

**RECOGNISING** also that there is a need to clarify the Principal Agreement in regard to the composition and functions of the Council of the CKLNA, the composition and functions of the Board of the CKLNA, Financial Arrangements of the CKLNA, the Legal Personality of the CKLNA and the Registration of the CKLNA with the Secretariat of the United Nations;

**RESOLVED** to facilitate the carrying out of the objectives of the CKLNA;

**CONSCIOUS** of the need to confer sufficient legal status and legal capacity on the CKLNA as shall be necessary for the fulfilment of its Objectives and the exercise of its functions;

**CONVINCED** of the necessity for the CKLNA to be at liberty to derive revenue from diverse sources in the furtherance of its Objectives;

**RECALLING** Article XXIX which provides for amendments to this Agreement;

**HAVE AGREED as follows:**

#### **ARTICLE 1**

This Agreement (hereinafter called "Amending Agreement") amends the Agreement Establishing the Caribbean Knowledge and Learning Network Agency (CKLNA) (hereinafter referred to as "the Principal Agreement") and shall be read and interpreted together as a single instrument.

#### **ARTICLE 2**

**Article VI** of the Principal Agreement is amended by replacing paragraph 1 with the following new paragraph—

- "1. *The Council shall consist of –*
- (a) a Minister of Government representing each Participating Member;*  
*and*
  - (b) one person nominated by the Association of Caribbean Tertiary Institutions (ACTI)."*

#### **ARTICLE 3**

**Article VII (1)** of the Principal Agreement is amended by replacing paragraph (e) with the following new paragraph—

*"(e) approve the annual budget and the revenue of the CKLNA"*

#### **ARTICLE 4**

**Article VIII** of the Principal Agreement is amended by replacing paragraphs 1, 2 and 3 with the following new paragraphs—

"1. *There shall be a Board of the CKLNA consisting of eleven persons appointed by the Council as follows –*

- (a) four members from More Developed Countries (MDCs) within the meaning of Article 4 of the Treaty;*

- (b) *four members from Less Developed Countries (LDCs) within the meaning of Article 4 of the Treaty;*
- (c) *one member from the State in which CKLNA is headquartered pursuant to Article X;*
- (d) *one member selected by the Director General of the Organisation of Eastern Caribbean States (OECS); and*
- (e) *one member selected by the Secretary General of the Caribbean Community.*

2. *For the purpose of paragraph (1) sub-paragraphs (a) (b) and (c), the Board members shall be representatives of Participating Members selected by their respective Governments from the Ministries responsible for Education or Technology.*

3. *The Board members appointed pursuant to paragraph (1) sub-paragraphs (a), (b) and (c) shall initially serve a period of three years each and may be re-appointed having regard to the geographical distribution of the Board members.*

## **ARTICLE 5**

**Article XIII** of the Principal Agreement is replaced by the following new Article XIII which reads as follows –

### **"ARTICLE XIII FINANCIAL ARRANGEMENTS**

- (1) *The Revenue of the CKLNA shall be derived from –*
  - (a) *the contributions of the Participating Members;*
  - (b) *such contributions as may be made by other States whether within or outside the region;*
  - (c) *such grants as may be made from any source for the financing of research, development, teaching projects, or such other activity as may be determined by the Council;*
  - (d) *such fees as may be determined from time to time by the Council as fees payable to the CKLNA;*
  - (e) *payments made to the CKLNA in consideration of services provided, as approved by the CKLNA Board;*
  - (f) *royalty payments made to the CKLNA as a result of its ownership of patents or licensing agreements entered into; and*
  - (g) *income from any other sources approved by the Council."*

## ARTICLE 6

**Article XV** of the Principal Agreement is replaced by inserting the following new Article XV which reads as follows –

### **"ARTICLE XV LEGAL PERSONALITY**

1. *The CKLNA shall possess full juridical personality.*
2. *Participating Members shall accord the CKLNA the most extensive legal status and legal capacity accorded to persons under the law as may be necessary for the fulfilment of the Objectives and the performance of the functions of the CKLNA.*
3. *In particular the CKLNA shall have the capacity to –  
(i) contract;  
(ii) acquire and dispose of moveable and immovable property; and  
(iii) institute legal proceedings.*
4. *The CKLNA may co-operate with International organizations active in similar fields and may conclude appropriate agreements with such international organizations.*
5. *The immunities and privileges of the CKLNA other than those specified in this Agreement may be determined by Participating Members.*
6. *Each Participating Member agrees to take such action as is necessary to give legal effect in its respective territory to the provisions of this Article and shall promptly inform the Caribbean Community Secretariat of such action."*

## ARTICLE 7

**Article XXXI** of the Agreement is amended to read as follows:

### **"ARTICLE XXI CKLNA and CKLN Foundation**

*Upon the entry into force of this Agreement –*

- (a) *all property of every description whatsoever which was vested immediately before the entry into force of this Agreement in the Foundation or in any other institution on behalf of the Foundation shall be vested in the CKLNA for the purpose of this Agreement;*
- (b) *all powers, rights, privileges, advantages, liabilities and obligations of the Foundation that immediately before the entry into force of this Agreement were enjoyed by or imposed upon the Foundation are hereby conferred or imposed upon the CKLNA;*
- (c) *The management and staff of the Foundation shall be transferred to the CKLNA and the Foundation shall be wound up and will cease to exist.*

(d) *The CKLNA shall enter into any agreement if necessary with the Foundation to give effect to the transition/transfer.*

#### **ARTICLE 8**

The Principal Agreement is amended by inserting a new Article which shall read as follows -

#### **"ARTICLE XXXII REGISTRATION**

*This Agreement and any Amendment thereto shall be registered with the Secretariat of the United Nations."*

#### **ARTICLE 9**

This Amending Agreement shall be open for signature by the Contracting Parties and shall be subject to ratification in accordance with their respective constitutional procedures.

#### **ARTICLE 10**

This Amending Agreement shall enter into force pursuant to Article XXIX of the Principal Agreement.

#### **ARTICLE 11**

This Amendment Agreement may be provisionally applied upon signature by no less than three Contracting Parties pending its definitive entry into force pursuant to Article 9.

**IN WITNESS WHEREOF** the under-mentioned representatives duly authorised in that behalf have executed this Agreement for their respective Governments.

Signed by

for the Government of Anguilla on the            day of            2012  
at

Signed by

for the Government of Antigua and Barbuda on the 4th day of July 2012  
at Castries, Saint Lucia

Signed by 

for the Government of The Bahamas on the 10<sup>th</sup> day of December 2012  
at Georgetown, Guyana

Signed by

for the Government of Barbados on the      day of      2012  
at

Signed by

for the Government of Belize on the      day of      2012  
at

Signed by

for the Government of Bermuda on the      day of      2012  
at

Signed by

for the Government of British Virgin Islands on the      day of      2012  
at

Signed by

for the Government of Cayman Islands on the \_\_\_\_\_ day of \_\_\_\_\_ 2012  
at \_\_\_\_\_

Signed by



for the Government of Commonwealth of Dominica on the 4<sup>th</sup> day of JULY 2012<sup>3</sup>  
at Port of Spain, Trinidad and Tobago

Signed by

Tillman Thomas

for the Government of Grenada on the 4<sup>th</sup> day of July 2012  
at CASTRIES, SAINT LUCIA

Signed by

B. Rodrigues-Bishell

for the Government of Cooperative Republic of Guyana on the 2<sup>nd</sup> day of July 2012-2014  
at \_\_\_\_\_

Signed by



for the Government of Haiti on the 19<sup>th</sup> day of February 2012  
at Petion-Ville, Haiti

Signed by

for the Government of Jamaica on the            day of            2012  
at

Signed by 

for the Government of Montserrat on the 4<sup>th</sup> day of JULY    ~~2012~~ 2013  
at Port of Spain, Trinidad.

Signed by

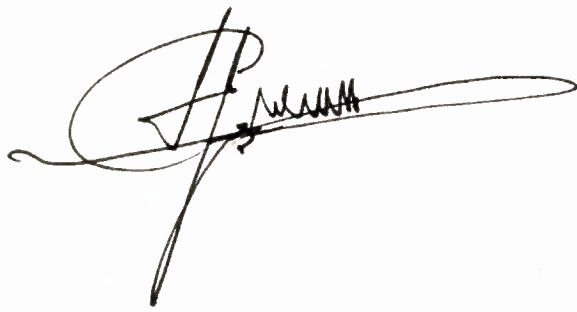
for the Government of Saint Christopher and Nevis on the            day of            2012  
at

Signed by

for the Government of Saint Lucia on the            day of            2012  
at

Signed by 

for the Government of Saint Vincent and the Grenadines on the 4<sup>th</sup> day of JULY 2012<sup>3</sup>  
at PORT OF SPAIN, TRINIDAD AND TOBAGO



Signed by

for the Government of the Republic of Suriname on the 04 day of July 2012  
at CASTRIES, St-Lucia.



Signed by

for the Government of the Republic of Trinidad and Tobago on the 19 day of Feb 2012 <sup>19</sup>  
at Petionville, Haiti