



AGREEMENT OF COOPERATION

BETWEEN

THE ACP LEGAL ASSOCIATION

AND

THE CARIBBEAN COURT OF JUSTICE

The **ACP LEGAL ASSOCIATION**, a nonprofit organization, governed by the (French) law of 1 July 1901, based at Pointe-à-Pitre, 8ème étage, Tour Sécid, Place de la Rénovation, 97110 POINTE A PITRE (GUADELOUPE), hereinafter referred to as "ACP Legal", represented by its President, Mrs. Catherine Sargenti, on the one hand,

and

the **CARIBBEAN COURT OF JUSTICE**, the judicial institution of the Caribbean Community (CARICOM) with its seat at 134 Henry Street in Port of Spain (TRINIDAD & TOBAGO), hereinafter referred to as "the CCJ", represented by its President, Sir Dennis Byron, on the other hand;

NOTING that ACP Legal works for the execution of the OHADAC project, the ultimate goal of which is the implementation of a harmonized business law system; and

RECOGNIZING that the CCJ supports domestic and regional legal development activities and that these activities require the participation of well-informed regional judges, lawyers, academics, students, and others for effective operation;

HAVE AGREED to enter into this Agreement:

ARTICLE 1

Scope of Agreement

This Agreement serves as a framework agreement to formalize specific areas of collaboration between ACP Legal and the CCJ to develop and implement initiatives and activities in furtherance of the work of the OHADAC Project. The parties will strive to develop and promote initiatives that are aimed at strengthening economic and social cohesion between and among the territories of the Caribbean region through enhanced legal regimes in order to improve the economic competitiveness of the region.

ARTICLE 2

Specific Areas of Collaboration

In the framework of this agreement, ACP Legal and the CCJ will undertake to facilitate collaboration in such areas as the following:

1. The promotion and dissemination of OHADAC materials across the Caribbean region, including English as well as Spanish, French and Dutch speaking territories in the region, in support of sensitization and capacity-building for the activities of OHADAC;
2. The study and development of harmonization and unification texts and materials in the areas of commercial and business law in order to strengthen and modernize the regional legal framework and facilitate intra-regional and inter-regional trade and economic activities;
3. The establishment of a Committee to facilitate the recruitment and training of arbitrators to sit on a regional Court of Arbitration; and any further support for the work of such a Committee, including the development of disciplinary procedures in relation to its arbitrators;
4. The establishment of an ongoing relationship to facilitate the exchange of knowledge and best legal, procedural and other practices garnered from the work and experiences of the parties throughout the Caribbean region;
5. The use of each other's official website to disseminate information about the activities of both organizations that may be of interest to legal professionals and the general public from the Caribbean region as well as across the world in the interest of developing and educating a network of judicial officers; and
6. The identification of suitable recipients for scholarships and other educational and training opportunities in areas that are relevant to the work of both the CCJ and the OHADAC Project.

ARTICLE 3

Reciprocal Relations

The parties to this Agreement shall participate in meetings and coordinate and carry out activities, including conferences and educational seminars on matters of mutual interest in furtherance of the objectives expressed herein.

ARTICLE 4

Financial Provisions

Without prejudice to what the parties may provide in supplementary agreements, memoranda of understanding and/or exchange of letters entered into pursuant to this Agreement, this Agreement in and of itself does not create obligations of a financial nature for either of the Parties. Any financial obligation arising out of specific agreements entered into pursuant to this Agreement shall be entered into with the approval of the Parties and subject to the availability of funds and the financial rules applicable to the Parties.

ARTICLE 5
Privileges and Immunities

Nothing in this Agreement constitutes an express or implied waiver of the privileges and immunities that may be enjoyed by the CCJ, its organs, its staff and its property and assets, in accordance with applicable domestic or international law.

ARTICLE 6
Resolution of Disputes

Any dispute arising in relation to the interpretation or implementation of this Agreement shall be resolved preferably through direct negotiations between the parties. If the parties fail to reach an agreement which is satisfactory to both parties after negotiation, they shall submit their differences to a mutually agreed mediation on such bases as they shall then agree.

ARTICLE 7
Coordination and Notifications

All notifications, requests and communications made by the parties pertaining to this Agreement present contract shall be addressed to:

Within the ACP Legal:

Catherine SARGENTI, Présidente de l'Association ACP Légal, Pointe-à-Pitre, 8ème étage, Tour Sécid, Place de la Rénovation, 97110 POINTE A PITRE (GUADELOUPE).

Within the CCJ:

The Registrar
134 Henry Street
Port of Spain
Trinidad and Tobago
jgraham@caribbeancourtsofjustice.org

ARTICLE 8
General Provisions

Amendments to this Agreement may only be made by mutual consent of the parties in writing. The instruments of amendment shall be attached to this Agreement and shall form part of it.

This Agreement shall enter into force upon signature by the duly authorized representatives of the parties and shall remain in force for three (3) years from the date of signing this Agreement.

This Agreement may be terminated by mutual consent or by either of the parties by written notice from one to the other with not less than sixty days' notice.

The parties agree to observe the highest ethical standards and administrative transparency in all actions and activities related to this Agreement. Failure to comply with this provision shall constitute grounds for anticipatory termination of this Agreement.

In witness whereof the duly authorized representatives of the Parties, have signed this Agreement in two originals in English, on 6th May 2016:

BY ACP EGAL

Mrs. Catherine Sargenti

A handwritten signature in black ink, appearing to be 'C. Sargenti', written over a horizontal line.

BY THE CARIBBEAN COURT OF JUSTICE

Sir Dennis Byron

A handwritten signature in black ink, appearing to be 'Dennis Byron', written over a horizontal line.