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INTRODUCTION

From January 18 - 22, 2010, students from the University Of Ottawa Faculty Of Law and the University of the West Indies Master's in International Trade Policy participated in a Canada-CARICOM trade negotiation simulation in Bridgetown, Barbados.

This simulation, offered by the Centre for Trade Policy and Law (www.ctpl.ca), is our third round of a Canada-CARICOM negotiation simulation. Previous simulations were offered in February, 2009 (Bridgetown, Barbados) and July, 2008 (Ottawa, Canada). The text of those simulations is available on our website. Individuals interested in participating in future negotiation simulations should contact Monique Moreau at Monique_Moreau@carleton.ca.

A Note About the Text

The text that follows is the agreed negotiating text. The text in brackets (e.g. [trade]) or highlighted in yellow (e.g. [trade]) indicates text that has not received final approval from both parties.

TRADE AND DEVELOPMENT AGREEMENT BETWEEN THE

CARICOM STATES, OF THE ONE PART,

AND

THE GOVERNMENT OF CANADA, OF THE OTHER PART

ANTIGUA AND BARBUDA,
THE COMMONWEALTH OF THE BAHAMAS,
BARBADOS,
BELIZE,
THE COMMONWEALTH OF DOMINICA,
GRENADA,
THE REPUBLIC OF GUYANA,
THE REPUBLIC OF HAITI,
JAMAICA,
SAINT CHRISTOPHER AND NEVIS,
SAINT LUCIA,
SAINT VINCENT AND THE GRENADINES,
THE REPUBLIC OF SURINAME,
THE REPUBLIC OF TRINIDAD AND TOBAGO,
hereinafter referred to as "CARICOM ",

of the one part, and

THE GOVERNMENT OF CANADA

TABLE OF CONTENTS

Chapter One: Goods 4

Chapter Two: Services 11

Chapter Three: Development 26

Chapter Five: Dispute Settlement 26

Chapter Four: Labour & Environment 34

Annex 1: Memorandum of Understanding on Labour 38

Annex 2: Memorandum of Understanding on Environment 43

Annex 3: Protocol on Cultural Development 49

HAVING REGARD to the Revised Treaty of Chaguaramas establishing the Caribbean Community including the Single Market and Economy, on the one part, and the Treaty of Basseterre establishing the Organisation of Eastern Caribbean States on the other part;

HAVING REGARD TO the Caribbean-Canada Trade Agreement between the Members of the Member States and the Government of Canada signed in 1986, hereinafter referred to as the "CARIBCAN Agreement," bilateral investment treaties between the Government of Canada and the Governments of Barbados, and Trinidad and Tobago respectively, Memoranda of Understanding with respect to Temporary Farm Labour, and other related agreements to which both Parties are signatory to;

CONSIDERING the need to promote and expedite the development of the CARICOM Member States, with a view to contributing to peace and security and to promoting a stable and democratic political environment;

CONSIDERING the importance that they attach to the internationally agreed development objectives and to the United Nations Millennium Development Goals;

CONSIDERING the need to promote economic and social progress for their people in a manner consistent with sustainable development by respecting basic labor rights in line with the commitments they have undertaken within the International Labor Organization and by protecting the environment in line with the 2002 Johannesburg Declaration;

CONSIDERING their commitment to the principles and rules that govern international trade, in particular those contained in the Agreement establishing the World Trade Organization (WTO);

CONSIDERING the difference in levels of economic and social development existing between the CARICOM Member States and the Government of Canada;

CONSIDERING the importance of the existing traditional links, and notably the close historical, political, and economic ties between them;

CONSIDERING that their wish to strengthen those links and to establish lasting relations based on partnership and mutual rights and obligations, supported by a regular dialogue with a view of improving mutual knowledge and understanding;

DESIROUS of strengthening the framework for economic and trade relations between them through the establishment of a Trade and Development Agreement which can serve as an instrument for the development of the CARICOM Member States;

DESIROUS of enhancing their economic relationship and, in particular, trade and investment flows, building on and improving the current level of market access into the of CANADA for the CARICOM Member States;

AWARE that building capacities and addressing supply constraints in the CARICOM Member States is required to take full advantage of increased trading opportunities and maximize the benefits of trade reforms and REAFFIRMING the essential role that development assistance, including trade-related assistance, can play in supporting the CARICOM member States to implement and take advantage of this Agreement;

CONVINCED that the Trade and Development Agreement will create a new and more favorable climate for their relations in the areas of trade and investment and create new dynamic opportunities for growth and development,

HAVE AGREED AS FOLLOWS:

CHAPTER ONE: NATIONAL TREATMENT

ARTICLE 1
Most Favoured Nation

1. Each Party shall accord to the other Party treatment no less favourable than that it accords in like circumstances to any Third Party except as provided for in article.

ARTICLE 2
Goods

1. Canada shall accord to the CARICOM States any more favourable treatment applicable as a result of Canada becoming party to a free trade agreement with third parties after the signature of this Agreement.

2. With respect to matters covered by this Chapter, the CARICOM States or any Signatory CARICOM State shall accord to Canada any more favourable treatment applicable as a result of the CARICOM States or any Signatory CARICOM State becoming party to a free trade agreement with any major trading economy after the signature of this Agreement.

3. The provisions of this Chapter shall not be so construed as to oblige Canada or any Signatory CARICOM State to extend reciprocally any preferential treatment applicable as a result of Canada or any Signatory CARICOM State being party to a free trade agreement with third parties on the date of signature of this Agreement.

4. For the purposes of this Article, "major trading economy" means any developed country, or any country or territory accounting for a share of world merchandise exports above one (1) per cent in the year before the entry into force of the free trade agreement, or any group of countries acting individually, collectively or through an free trade agreement accounting collectively for a share of world merchandise exports above one and a half (1,5) per cent in the year before the entry into force of the free trade agreement.

5. Where any Signatory CARICOM State becomes party to a free trade agreement with a third party and such a free trade agreement provides for more favourable treatment to such third party than that granted by the Signatory CARICOM State to Canada pursuant to this Agreement, the Parties shall use the Dispute Settlement framework as laid out in this agreement.

ARTICLE 3
Services

1. With respect to any measures affecting cross-border supply of services covered by Chapter 2 and temporary presence of natural persons for business purposes covered by Chapter 4:

   (a) Canada shall accord to the foreign supply of services of the Signatory CARICOM States a treatment no less favourable than the most favourable treatment applicable to like supply of services of any third country with whom it concludes an economic integration agreement after the signature of this Agreement;

   (b) the Signatory CARICOM States shall accord to the Canadian service suppliers a treatment no less favourable than the most favourable treatment applicable to like supply of services of any major trading economy with whom they conclude an economic integration agreement after the signature of this Agreement.

2. The obligations set out in paragraph 1 shall not apply to treatment granted:

   (a) under any international agreement or arrangement relating wholly or mainly to taxation; or,
   (b) under measures benefiting from the coverage of an MFN exemption listed in accordance with Article II.2 of the GATS.

3. For the purpose of this provision, a "major trading economy" means any developed country, or any country accounting for a share of world merchandise exports above one (1) per cent in the year before the entry into force of the economic integration agreement or any group of countries acting individually, collectively or through an economic integration agreement accounting collectively for a share of world merchandise exports above one and a half (1,5) per cent in the year before the entry into force of the economic integration agreement referred to in paragraph 1.

4. Where any Signatory CARICOM State becomes party to an economic integration agreement with a third party and that agreement provides for more favourable treatment to such third party than that granted by the Signatory CARICOM State to Canada pursuant to this Agreement, the Parties shall enter into consultations. The Parties may decide whether the concerned Signatory CARICOM State may deny the more favourable treatment contained in the economic integration agreement to

Canada. The CARICOM-Canada Trade and Development Agreement may adopt any necessary measures to adjust the provisions of this Agreement.

ARTICLE 4
Review Mechanism

1. The Parties agree to a review of the MFN principles as applies to goods, services and investment, beginning five years after the entry into force of the agreement to make recommendations as needed on the operation of the MFN provisions.

CHAPTER TWO: TRADE IN GOODS

ARTICLE 1
Scope and Coverage

1. Unless provided elsewhere in the agreement, this chapter applies to trade in goods of the two parties—CARICOM and the Government of Canada.

2. CARICOM and the Government of Canada agree to liberalize the trade in goods in several areas. In accordance with the previous CaribCan Agreement, CARICOM and the Government of Canada agree to abide by the current agreement with modifications including increased liberalization of trade.

ARTICLE 2
National Treatment

1. Originating imports shall be accorded no less favourable treatment than that accorded to domestic products in respect of all laws, regulations and requirements affecting their internal sale, offering for sale, purchase, transportation, distribution or use. The present chapter is written in accordance with Article III of the GATT 1994.

2. The provisions shall not prevent the payment of subsidies exclusively to national producers, including payments to national producers derived from the proceeds of internal taxes or charges applied consistently with the provisions of this article and subsidies affected through governmental purchases of domestic products.

ARTICLE 3
Tariffs

1. Canadian Exports to CARICOM:

   (a) The Government of Canada will gain complete but gradual liberalization on four (4) specific products using the tariff reference period of 2006-2008, as outlined there under:

HS Heading	Product	Tariff Range	Transition Period
0713	Dried leguminous vegetables	0-40%	15 years
9403	Furniture	10-20%	15 years
3004	Medicaments for therapeutic uses	0-15%	12 years
8411	Turbo jets	0-5%	12 years

(b) The tariffs on all other products will be eliminated over a twenty-five (25) year period. There will be a moratorium for the duration of three (3) years from the beginning of the 25-year period during which the tariffs will remain the same. After the said moratorium, the tariffs will gradually be reduced over the remaining period until complete liberalisation, as shown in Table A below.

Table A

Years	Percentage Decrease in Tariffs
0 – 3	No change
3 – 5	15%
5 – 10	15%
10- 15	20%
15 – 20	25%
20 – 24	100%
25	100%

2. CARICOM exports to Canada:

(a) Both parties have agreed that the Government of Canada will immediately liberalise its tariffs on all products except for the following products:

HS Heading	Product	Tariff Range
6109	T-shirts, singlet, others vest	18%
6110	Jerseys, pullovers, cardigans	18%

(b) In accordance with article 5, there will also be no elimination of tariff on sensitive products.

(c) There will be immediate elimination of all tariffs on all other products generated by this present agreement as long as they are in accordance with the rules of origins.

3. Review clause:

   (a) There will be a review clause that will allow a review process every five (5) years in order to eliminate countries from which on status quo agreement.

ARTICLE 4
Rules of Origin

1. For the purposes of this Chapter, The Government of Canada agreed to eliminate the 60% value added criteria as means of qualifying under the rules of origin for all products.

2. The Government of Canada has accepted the proposal by CARICOM to shift from the value added content criteria to provisions that allow all products to be wholly obtained and a specific criterion that permits a change of tariff heading as the basis for determining origin status.

3. Accumulation status will be afforded to countries with which CARICOM has entered in free trade agreements and all developing countries within the hemisphere.

4. It is the view of the Government of Canada that this cumulation requirement must not be met through the sourcing of raw materials from any of these countries: USA, Mexico and China. These countries are subject to a 5-year review period to determine whether they can be removed from the exclusion list.

ARTICLE 5
Sensitive Products

1. Dairy and poultry

   (a) That all tariffs on dairy and poultry products be maintained. For further details, please refer to the 27 exceptions.

2. Rum

   (c) The Government of Canada agrees to remove the 1.5 % content requirement of the Canadian rum distillery process and is willing to put into place a development program to assist the Rum industry and to efficiently organise the distribution of Rum with our provincial liquor board. The Government of Canada therefore seeks to provide CARICOM with technical assistance as a developmental strategy, and petition that the federal government, in conjunction with the provincial government, allows for rum to be easily penetrable in the Canadian market and not be stagnated by the issues of federal versus provincial law.

3. *Exclusions*

(a) CARICOM's Exclusion List containing 600 products will be amended to remove ten (10) items in an effort to asymmetrically liberalize trade between the Parties.

HS6	DESCRIPTION
0202.10	Frozen Bovine Carcases and Halfcarcases
0202.20	Frozen Bovine Cuts, With Bone In (Excl. Carcases And Halfcarcases)
0202.30	Frozen, Boneless Meat Of Bovine Animals
0302.12	Fresh Or Chilled Pacific Salmon 'Oncorhynchus Nerka, Oncorhynchus Gorbuscha, Oncorhynchus Keta, Oncorhynchus Tschawytscha, Oncorhynchus Kisutch, Oncorhynchus Masou And Oncorhynchus Rhodurus', Atlantic Salmon 'Salmo Salar' And Danube Salmon 'Hucho Hucho'.
0302.31	Fresh Or Chilled Albacore Or Longfinned Tunas 'Thunnus Alalunga'
0303.19	Frozen Pacific Salmon 'Oncorhynchus Gorbuscha, Oncorhynchus Keta, Oncorhynchus Tschawytscha, Oncorhynchus Kisutch, Oncorhynchus Masou And Oncorhynchus Rhodurus' (Excl. Sockeye Salmon [Red Salmon] 'Oncorhynchus Nerka')
0303.21	Frozen Trout 'Salmo Trutta, Oncorhynchus Mykiss, Oncorhynchus Clarki, Oncorhynchus Aguabonita, Oncorhynchus Gilae, Oncorhynchus Apache And Oncorhynchus Chrysogaster'
1101.00	Wheat Or Meslin Flour
2204.21	Wine Of Fresh Grapes, Incl. Fortified Wines, And Grape Must Whose Fermentation Has Been Arrested By The Addition Of Alcohol, In Containers Of <= 2 L (Excl. Sparkling Wine)
2204.29	Wine Of Fresh Grapes, Incl. Fortified Wines, And Grape Must Whose Fermentation Has Been Arrested By The Addition Of Alcohol, In Containers Of > 2 L (Excl. Sparkling Wine)

ARTICLE 6
Trade Defense Measures and Safeguards

1. CARICOM and the Government of Canada agree to implement trade defence measures to assist in the protection of domestic industries as well as preserve the regulation of trade flows. These measures include: countervailing measures, anti-dumping measures, and safeguard measures.

(a) Safeguard measures must be in compliance with the WTO requirements of member states and in this agreement shall include seasonal restrictions on certain Canadian agricultural products.

i. The Government of Canada maintains the right to place quota restrictions on broccoli, brussel sprouts and cauliflower during the months of November to March; this measure prevents flooding the Canadian market with imported produce.

ARTICLE 7
Asymmetry

1. Considering the different levels of development of CARICOM countries, the parties desire to approach the elimination of customs duties in an asymmetrical manner both in respect of coverage and pace of liberalization.

ARTICLE 8
Agriculture and Fisheries

1. The Parties agree that the fundamental objective of this Agreement is the sustainable development in CARICOM States, and the smooth and gradual integration of these economies into the global economy. In the agricultural and fisheries sectors, this Agreement should contribute to increasing the competitiveness of production, processing and trade in agricultural and fishery products in both traditional and non-traditional sectors, between the Parties.

2. The Parties recognise that the fisheries and marine ecosystems of the CARICOM States are complex, biologically diverse and fragile and that exploitation should take into account these factors through effective conservation and management of fisheries resources and related ecosystems based on sound scientific advice and on the precautionary principle as defined by the FAO Code of Conduct on Responsible Fisheries.

3. The Parties recognize that ensuring food security and enhancing livelihoods of rural and fishing communities are critical elements of the eradication of poverty, and the pursuit of sustainable development. They consequently recognize the need to avoid major disruption of markets for agricultural, food and fish products in CARICOM States.

4. The Parties agree to take full account of the diversity of the economic, social and environmental characteristics and needs and development strategies of the CARICOM States.

5. The Parties commit to undertake prior consultations on trade policy developments that may impact on the competitive positions of traditional agricultural products, including bananas, rum, rice and sugar, in the market of the Government of Canada.

6. The Government of Canada shall endeavour to maintain significant preferential access within the multilateral trading system for these products originating in the

CARICOM States for as long as is feasible and to ensure that any unavoidable reduction in preference is phased in over as long a period as possible.

7. Agriculture policy and regulations need to be in accordance with the development committee on agriculture (ARTICLE 10).

ARTICLE 9
Other Duties and Charges

1. CARICOM agrees to phase out all export tariffs, effective ten (10) years from the implementation of the agreement. The Government of Canada does not currently charge export duties, therefore it is not necessary for them to liberalize export duties.

ARTICLE 10
Development

1. It has been agreed that the Trade and Development Cooperation Committee will have a particular function on agriculture and fisheries as well as sanitary protective measures. This committee shall be referred to as the *Trade and Development Cooperation Committee.*

CHAPTER TWO: TRADE IN SERVICES AND INVESTMENT

PART 1: GENERAL PROVISIONS

ARTICLE 1
Objective, scope and coverage

1. The Parties, recognizing the increasing importance of trade in services and investment in their economies, and agreeing on liberalizing trade in services in as comprehensive a manner as possible. The Government of Canada and the Signatory CARICOM States, reaffirming their commitments under the WTO Agreement and other relevant agreements, with a view to facilitating the regional integration and sustainable development of the Signatory CARICOM States and their smooth and gradual integration in the world economy, and the gradually developing and broadening of relations; hereby lay down the necessary arrangements for the progressive, reciprocal and asymmetric liberalisation of investment and trade in services [and for cooperation on e-commerce].

2. With respect to achieving the objective of paragraph one, the Parties agree that within [a minimum of five years] of the date of entry into force, they will review developments related to trade in services and investment, and additionally to consider the need for further disciplines in these areas.

3. Nothing in this Article shall be construed to require the privatisation of public undertakings or to impose any obligation with respect to government procurement.

4. The provisions of this Article shall not apply to subsidies granted by the Party or the Signatory CARICOM States.

5. Consistent with the provisions of this Article, The Government of Canada and the Signatory CARICOM States retain the right to regulate and to introduce new regulations to finance public services to meet legitimate policy objectives.

6. This Title shall not apply to measures affecting natural persons seeking access to the employment market of Canada or of the Signatory CARICOM States, nor shall it apply to measures regarding citizenship, residence or employment on a permanent basis.

ARTICLE 2
Definitions

1. For the purposes of this Title:

   (a) "measure" means any measure by The Government of Canada or by the Signatory CARICOM States, whether in the form of a law, regulation, rule, procedure, decision, administrative action, or any other form;

   (b) "measures" adopted or maintained by The Government of Canada or by the Signatory CARICOM States" means measures taken by:

      i. central, regional or local governments and authorities; and,
      ii. non-governmental bodies in the exercise of powers delegated by central, regional or local governments or authorities;

   (c) "natural person of the Canadian Party" or "natural person of the Signatory CARICOM States" means a national of one of the Member States of the European Union or of the Signatory CARICOM States according to their respective legislation;

   (d) "juridical person" means any legal entity duly constituted or otherwise organised under applicable law, whether for profit or otherwise, and whether privately-owned or governmentally-owned, including any corporation, trust, partnership, joint venture, sole proprietorship or association;

   (e) "juridical person of a Party" means a juridical person of the Canadian Party or a Signatory CARICOM State set up in accordance with the laws of The Government of Canada or of a Signatory CARICOM State respectively, and having its registered office, its central administration, or its principal place of

business in Canada applies or in the territory of a Signatory CARICOM State, respectively;

(f) Should the juridical person have only its registered office or central administration in the territory to which The Government of Canada applies or in the territory of the Signatory CARICOM States respectively, it shall not be considered as a juridical person of the Government of Canada or of a Signatory CARICOM State respectively, unless it engages in substantive business operations in the Canadian Party applies or of a Signatory CARICOM State, respectively;

(g) Notwithstanding the preceding paragraph, shipping companies established outside Canada or the CARICOM States and controlled by nationals of Canada, respectively, shall also be beneficiaries of the provisions of this Agreement, if their vessels are registered in accordance with their respective legislation, in that Canada or in a Signatory CARICOM State and carry the flag of Canada or of a Signatory CARICOM State;

(h) An "economic integration agreement" shall mean an agreement substantially liberalising trade in services and investment pursuant to WTO rules.

ARTICLE 3
Future liberalisation

1. In pursuance of the objectives of this Title, the Parties shall enter into further negotiations on investment and trade in services no later than five years from the date of entry into force of this Agreement with the aim of enhancing the overall commitments undertaken under this Title.

ARTICLE 4
National Treatment

1. Each Party shall accord to services and service suppliers of the other Party treatment no less favourable than that it accords, in like circumstances, to its own services and service suppliers.

[ARTICLE 5]
Most-Favoured-Nation Treatment

1. Each Party shall accord to services and service suppliers of the other Party treatment no less favourable than that it accords, in like circumstances, to the services and service suppliers of a non-Party.

2. With respect to any measure affecting cross-border supply of services covered by this Chapter,

(a) The Government of Canada shall accord to the services and services suppliers of the Signatory CARICOM States a treatment no less favourable than the most favourable treatment applicable to like services and service suppliers of any third country with whom it concludes a free trade agreement after the signature of this Agreement;

(b) The Signatory CARICOM States shall accord to the services and services providers of the Canadian Party a treatment no less favourable than the most favourable treatment applicable to like services and services suppliers of any major trading economy with whom they conclude a free trade agreement after the signature of this Agreement.

3. The obligations set out in paragraph 2 shall not apply to treatment granted:

(a) under measures providing for recognition of qualifications, licences or prudential measures in accordance with Article VII of the GATS or its Annex on Financial Services.
(b) Under any international agreement or arrangement relating wholly or mainly to taxation; or
(c) Under measures benefiting from the coverage of an MFN exception listed in accordance with Article II.2 of the GATS.

4. For the purpose of this provision, a "major trading economy" means any developed country, or any country accounting for a share of world merchandise exports above one (1) per cent in the year before the entry into force of the economic integration referred to in paragraph (2), or any group of countries acting individually, collectively or through an economic integration agreement accounting collectively for a share of world merchandise exports above one and a half (1,5) per cent in the year before the entry into force of the economic integration agreement referred to in paragraph (2).

5. Where any Signatory CARICOM State becomes a party to an economic integration agreement with a third party referred to in paragraph 1(b) and that agreement provides for more favourable treatment to such third party than that granted by the Signatory CARICOM states to the Canadian Party pursuant to this Agreement, the Parties shall enter into consultations.

ARTICLE 6
Transparency and Due Process

1. The Parties acknowledge the importance of transparency and due process in decision-making, including providing a meaningful opportunity for persons to provide comments on proposed technical regulations and conformity assessment procedures.

PART 2: CROSS BORDER SUPPLY OF SERVICES

ARTICLE 1
Coverage and definitions

1. For the purpose of this Chapter cross-border supply of services is defined as the supply of a service:

   (a) from the territory of a Party into the territory of the other Party (Mode 1);
   (b) in the territory of a Party to the service consumer of the other Party (Mode 2);

2. This Chapter does not apply to:

   (a) financial services, as defined in Chapter 5 (Financial Services);
   (b) air services, including domestic and international air transportation services, whether scheduled or non-scheduled, and related services in support of air services, other than aircraft repair and maintenance services during which an aircraft is withdrawn from service
   (c) procurement by a Party or a state enterprise; or
   (d) subsidies or grants provided by a Party or a state enterprise, including government-supported loans, guarantees and insurance.

ARTICLE 2
Market access

1. With respect to market access through the cross-border supply of services, The Government of Canada and the Signatory CARICOM States shall accord services and service suppliers of the other Party treatment not less favourable than that provided for in the specific commitments contained in Annex A.

ARTICLE 3
Lists of commitments

1. The sectors liberalised by The Government of Canada and by the Signatory CARICOM States pursuant to this Chapter and, by means of reservations, the market access and national treatment limitations applicable to services and services suppliers of the other Party in those sectors are set out in lists of commitments included in Annex A.

PART 3: TEMPORARY PRESENCE OF NATURAL PERSONS FOR BUSINESS PURPOSES

[ARTICLE 1]
Scope and Coverage

1. This Chapter shall apply to measures affecting the movement of nationals of a Party into the territory of the other Party where such persons are:

   (a) Key Personnel
   (b) Contractual Services Suppliers and Independent Professionals
   (c) Professionals
   (d) Traders and Investors
   (e) Short-term visitors for Business Purposes

2. This Chapter does not apply to measures affecting nationals seeking access to the employment market of a Party, nor shall it apply to measures regarding citizenship, nationality, permanent residence, or employment on a permanent basis.

3. [Nothing in this agreement... re: MOUs between The Government of Canada and separate CARICOM states].

ARTICLE 2
General Obligations

1. Each Party shall apply expeditiously its measures relating to the provisions of this Chapter so as to avoid unduly impairing or delaying trade in goods or services or conduct of investment activities under this Agreement.

2. Nothing in this Agreement shall prevent a Party from applying measures to regulate the entry of nationals of the other Party into, or their temporary stay in, its territory, including those measures necessary to protect the integrity of, and to ensure the orderly movement of nationals across, its borders provided that such measures are not applied in such a manner as to nullify or impair the benefits accruing to the other Party under the terms of this Part and Part 2 (Cross-Border Supply of Services).

3. The sole fact of requiring nationals to meet eligibility requirements prior to entry to a Party shall not be regarded as nullifying or impairing the benefits accruing to the other Party under this Part and Part 2 (Cross-Border Supply of Services).

4. Any measure regarding temporary entry of business persons adopted and maintained by a Party at its own initiative or as a result of an agreement between the Parties, that provides for more liberal access for and/or treatment of business persons covered by this Chapter, shall be accorded to business persons covered by this Chapter. However, with respect to such measures adopted or maintained by a Party at its own initiative,

any more liberal access and/or treatment under such measures shall only be accorded for so long as the measures are in place.

ARTICLE 3
Grant of Temporary Entry

1. Each Party shall grant temporary entry to business persons, including spouses and dependents of intra-corporate transferees, who are otherwise qualified for entry under applicable measures including those relating to public health and safety and national security, in accordance with this Chapter.

2. Each Party shall ensure that fees charged by its competent authorities on applications for an immigration formality do not constitute an unjustifiable impediment to the movement of nationals under this Chapter.

3. The temporary entry granted by virtue of this Chapter does not replace the requirements needed to carry out a profession or activity according to the specific laws and regulations in force in the territory of the Party authorising the temporary entry.

ARTICLE 4
Provision of Information

1. Each Party shall:

   (a) make publicly available explanatory material on all relevant measures which pertain to or affect the operation of this Chapter, including any new or changed measures;
   (b) no later than six months after the date of entry into force of this Agreement provide the other Party with a consolidated document describing the requirements for temporary entry under this Chapter in such a manner as will enable business persons of the other Party to become acquainted with them; and
   (c) maintain appropriate mechanisms to respond to inquiries from the other Party, and interested persons of the other Party, regarding measures affecting the temporary entry and temporary stay of nationals of the other Party.

2. Each Party shall collect and maintain, and make available upon request to the other Party in accordance with its domestic law, data respecting the granting of temporary entry under this Chapter to business persons of the other Party who have been issued immigration documents.

[ARTICLE 5]
Professional Services

1. The Parties agree to support, to the extent that their resources permit, profession-led initiatives that seek to facilitate recognition of the qualifications and or registration/licensing of professionals of the other Party.

2. To that end, the Parties agree to establish contact points and, on the request of either Party, to consult and exchange information on professional qualifications and registration/licensing. Such information may include:

   (a) relevant professional and regulatory bodies, including contact details;
   (b) laws, regulations and/or rules relating to professional qualifications, registration/licensing;
   (c) procedures for recognition of qualifications; and
   (d) procedures for recognition of registration/licensing.

3. The Parties agree to support profession-led mutual recognition initiatives, if and when required and to the extent to which their resources permit, in ways that are indicated by professional bodies and/or a regulator that may be of assistance to the negotiation of a mutual recognition agreement.

ARTICLE 6
Consultations

1. The Parties agree to consult on any issue raised by a Party that relates to this Chapter. Such consultations may include:

   (a) consideration of suggestions to further facilitate temporary entry of business persons;
   (b) consideration of the development of common criteria and interpretations for the implementation of this Chapter; and
   (c) any concerns regarding a refusal to grant temporary entry under this Chapter.

2. Consultations shall include officials from the Parties' immigration authorities.

PART 4: TELECOMMUNICATIONS SERVICES

ARTICLE 1
Scope and Coverage

1. This Chapter applies to:
   (a) measures adopted or maintained by a Party relating to access to and use of public telecommunications networks and services;
   (b) measures adopted or maintained by a Party relating to suppliers of public telecommunications networks and services;

(c) measures adopted or maintained by a Party relating to the conduct of major suppliers; and
(d) other measures relating to public telecommunication networks or services.

2. Nothing in this Chapter shall be construed as:

(a) requiring a Party to compel any enterprise to establish, construct, acquire, lease, operate, or provide telecommunications networks or services where such networks or services are not offered to the public generally;
(b) requiring a Party to compel any enterprise exclusively engaged in the broadcast or cable distribution of radio or television programming to make available its broadcast or cable facilities as a public telecommunications network; or
(c) preventing a Party from prohibiting persons operating private networks from using their networks to provide public telecommunications networks or services to third persons

SECTION A
ACCESS TO AND USE OF PUBLIC TELECOMMUNICATIONS NETWORKS OR SERVICES

ARTICLE 1
Access and Use

1. Each Party shall ensure that enterprises of the other Party have access to and use of any public telecommunications network or service, including leased circuits, offered in its territory or across its borders on a timely basis and on terms and conditions that are reasonable and non-discriminatory such as those set out in paragraphs 2 to 6.

2. Each Party shall ensure that such enterprises are permitted to:

(a) purchase or lease, and attach terminal or other equipment that interfaces with, a public telecommunications network;
(b) provide services to individual or multiple end-users over leased or owned circuits;
(c) connect owned or leased circuits with public telecommunications networks and services in the territory, or across the borders, of that Party, or with circuits leased or owned by another enterprise;
(d) perform switching, signalling, processing, and conversion functions; and
(e) use operating protocols of their choice.

2. Each Party shall ensure that enterprises of the other Party may use public telecommunications networks and services for the movement of information in its territory or across its borders and for access to information contained in databases or otherwise stored in machine-readable form in the territory of either Party or any WTO Member.

3. Notwithstanding paragraph 3, a Party may take such measures as are necessary to:

(a) ensure the security and confidentiality of messages; or
(b) protect the privacy of personal data of end users of public telecommunications networks or services, subject to the requirement that such measures are not applied in a manner that would constitute a means of arbitrary or unjustifiable discrimination or a disguised restriction on trade in services.

4. Each Party shall ensure that no condition is imposed on access to and use of public telecommunications networks or services, other than as necessary to:

(a) safeguard the public service responsibilities of suppliers of public telecommunications networks or services, in particular their ability to make their networks or services available to the public generally; or
(b) protect the technical integrity of public telecommunications networks or services.

5. Provided that they satisfy the criteria set out in paragraph 5, conditions for access to and use of public telecommunications networks and services may include:

(a) a requirement to use specified technical interfaces, including interface protocols, for inter-connection with such networks and services;
(b) requirements, where necessary, for the inter-operability of such services;
(c) type approval of terminal or other equipment which interfaces with the network and technical requirements relating to the attachment of such equipment to such networks; and
(d) notification, registration and licensing which, if adopted or maintained, are transparent and applications processed without undue delay.

SECTION B
CONDUCT OF MAJOR SUPPLIERS OF PUBLIC TELECOMMUNICATIONS NETWORKS AND SERVICES

ARTICLE 1
Major Supplier Competitive Safeguards

1. Each Party shall maintain appropriate measures for the purpose of preventing suppliers who, alone or together, are a major supplier in its territory from engaging in or continuing anti-competitive practices, including in particular:

(a) engaging in anti-competitive cross-subsidisation;
(b) using information obtained from competitors with anti-competitive results; and
(c) not making available, on a timely basis, to suppliers of public telecommunications networks or services, technical information about essential facilities and commercially relevant information that are necessary for them to provide services.

ARTICLE 2
Treatment by Major Suppliers

1. Each Party shall ensure that major suppliers in its territory accord suppliers of public telecommunications networks and services of the other Party treatment no less favourable than such major suppliers accord in like circumstances to their subsidiaries, their affiliates or non-affiliated service suppliers regarding:

   (a) the availability, provisioning, rates, or quality of like public telecommunications networks or services; and
   (b) the availability of technical interfaces necessary for interconnection.

ARTICLE 3
Denial of Access

1. Each Party shall ensure that any decision of the Party to deny access will be provided with a clear and detailed written explanation.

SECTION C: REGULATIONS

ARTICLE 1
Competitive safeguards on major suppliers

1. Appropriate measures shall be maintained or introduced by The Government of Canada or the Signatory CARICOM States for the purpose of preventing suppliers who, alone or together, are a major supplier from engaging in or continuing anti-competitive practices. These anti-competitive practices shall include in particular:
   (a) engaging in anti-competitive cross-subsidisation;
   (b) using information obtained from competitors with anti-competitive results; and
   (c) not making available to other services suppliers on a timely basis technical information about essential facilities and commercially relevant information which are necessary for them to provide services.

ARTICLE 2
Scarce resources

1. Any procedures for the allocation and use of scarce resources, including frequencies, numbers and rights of way, shall be carried out in an objective, timely, transparent and non-discriminatory manner. The current state of allocated frequency bands shall be made publicly available, but detailed identification of frequencies allocated for specific government uses is not required.

ARTICLE 3
Universal Service

1. Each Party shall administer any universal service obligation that it maintains in a transparent, non-discriminatory, and competitively neutral manner and shall ensure that its universal service obligation is not more burdensome than necessary for the kind of universal service that it has defined.

ARTICLE 4
Disputes Between Suppliers

1. In the event of a dispute arising between suppliers of telecommunications networks or services in connection with rights and obligations that arise from this Chapter, the national regulatory authority concerned shall, at the request of either party to the dispute, issue a binding decision to resolve the dispute in the shortest possible timeframe.

2. When such a dispute concerns the cross-border provision of services, the national regulatory authorities concerned shall coordinate their efforts in order to bring about a resolution of the dispute.

PART 5: FINANCIAL SERVICES

ARTICLE 1
Scope and Coverage

1. This Chapter applies to measures relating to the following:

   (a) Financial institutions of the other Party's,
   (b) Investors of the other Party's, investments of such investors, in financial institutions in the Party's territory,
   (c) Cross- border trade in financial services,
   (d) Nothing in this chapter shall be construed to prevent a Party, including its public entities, from conducting or providing service in another Party's territory within the legal framework,
   (e) Financial institutions in this chapter shall include; Commercial Banking institutions, Offshore Banking Institutions, Insurance Companies, and other financial service provider allowed in Party's territory, and,
   (f) With respect to (1)-(3) this chapter applies to full reciprocal market access in financial services.

ARTICLE 2
Cross-Border

1. No restrictions on any type of cross-border trade by cross-border financial services providers, expect those listed.
2. Free purchase of financial services from cross border financial service providers
3. No restrictions on cross-border service providers registrations.

ARTICLE 3
National Treatment

1. Investors, investments of investors, financial institutions and cross-border service providers shall have treatment no less favourable than it accords its own investors, investments of investors, financial institutions and service providers; with respect to establishment, acquisition, expansion, management, conduct, operation and sale or other disposition of financial institutions and investments in financial institutions in its territory

2. Differences in market share, profitability or size do not themselves a breach of the obligations.

ARTICLE 4
Most-Favoured Nations Treatments

1. Each Party shall accord to investors of the other Party, financial institutions of the other Party, investments of investors of the other Party in financial institutions and cross-border financial service suppliers of the other Party treatment no less favourable than that it accords to the investors, financial institutions, investments of investors in financial institutions and cross-border financial service suppliers of a non-Party, in like circumstances.

ARTICLE 5
New Financial Services and Data Processing

1. No restrictions on new financial services of a similar type permitted within a Party's territory that the said Party would allow in its own jurisdiction.

2. On restrictions on transfer of information in electronic or other forms in and out of Party's territory.

ARTICLE 6
Senior management and Board of Directors

1. No restrictions or percentage of nationalities stipulated for senior management

2. No more than a simple national majority for Board of Directors

ARTICLE 7
Rights of Establishment

1. No restrictions on establishing financial institutions to supply financial services subject to judicial law.

PART 6: INVESTMENT

ARTICLE 1
Definitions

For the purposes of this Agreement:

(a) "investment" means any kind of asset owned or controlled either directly, or indirectly through an investor of a third State, by an investor of one Contracting Party in the territory of the other Contracting Party in accordance with the latter's laws.
(b) "juridical person" any legal entity unduly constituted or other organized under applicable law, whether for profit or otherwise, or whether privately-owned or governmentally-owned, including any corporation, trust, partnership, joint venture, sole proprietorship or association.
(c) "enterprise" means any entity constituted or organized under applicable law, whether or not for profit, whether privately-owned or governmentally-owned, including any corporation, trust, partnership, sole proprietorship, joint venture or other association; and a branch o such entity.
(d) "investor" means any natural person possessing the citizenship of or permanently residing in Canada or CARICOM in accordance with their laws; or any enterprise incorporated or duly constituted in accordance with applicable laws of Canada or CARICOM.

SECTION A
GENERAL PRINCIPLES

ARTICLE 1
Corporate Social Responsibility

1. Each Party should encourage enterprises operating its territory or subject to its jurisdiction to voluntarily incorporate internationally recognized standards of corporate social responsibility in their internal policies, such as statements of principle that have been endorsed or are supported by the Parties. These principles address issues such as labor, the environment, human rights, community relations and anti-corruption. The Parties remind those enterprises of the importance of incorporating such corporate social responsibility standards in their internal policies.

ARTICLE 2
Scope and Coverage

1. This chapter shall apply to measures adopted or maintained by a Party relating to:

   (a) investor of the other Party;
   (b) covered investment.

2. For greater certainty, the provisions of this chapter do not bind a party in relation to any act or fact that took place or any situation that cease to exist before the date of entry into force of this agreement.

ARTICLE 3
Market Access with Respect to Investment in Goods

1. In sectors where market-access commitments are undertaken, the Parties shall not maintain or adopt the following measures, unless otherwise specified in the schedule:

   (a) limitations on the number of service suppliers whether in the form of numerical quotas, monopolies, exclusive service suppliers or the requirements of an economic needs test;
   (b) limitations on the total value of service transactions or assets in the form of numerical quotas or the requirements of an economic needs test;
   (c) limitations on the total number of service operations or on the total quantity of service output expressed in terms of designated numerical units in the form of quotas or the requirements of an economic needs test;
   (d) limitations on the total number of natural persons that may be employed in a particular service sector or that a service supplier may employ and who are necessary for, and directly related to, the supply of a specific service in the form of numerical quotas or the requirement of an economic needs test;
   (e) measures which restrict or require specific types of legal entity or joint venture through which a service supplier may provide a service; and
   (f) limitations on the participation of foreign capital in terms of maximum percentage limit on foreign shareholding or the total value of individual or aggregate foreign investment.

ARTICLE 4
Market access with Respect to the Cross-Border Supply of Investment Services

1. With respect to market access through the cross-border supply of investment services, The Government of Canada and the Signatory CARICOM States shall accord services and service suppliers of the other Party treatment not less favourable than that provided for in the specific commitments contained in Annex B.

ARTICLE 5
Lists of commitments

1. The investment services sectors liberalised by The Government of Canada and by the Signatory CARICOM States pursuant to this Chapter and, by means of reservations, the market access and national treatment limitations applicable to services and services suppliers of the other Party in those sectors are set out in lists of commitments included in Annex B.

SECTION B
EXPROPRIATION

ARTICLE 1
Compensation for losses

1. Each party shall accord to investors of the other party, and to covered agreements, non-discriminatory treatment with respect to measures it adopts or maintains relating to losses suffered by investments in its territory owing to armed conflict, civil strife or a national disaster.

2. Paragraph 1 shall not apply to existing measures relating to subsidies or grants that would be inconsistent with national treatment.

ARTICLE 2
Expropriation

1. Investments or returns of investors of either Contracting Party shall not be nationalized, expropriated or subjected to measures having an effect equivalent to nationalization or expropriation (hereinafter referred to as "expropriation") in the territory of the other Contracting Party, except for a public purpose, under due process of law, in a non-discriminatory manner and against prompt, adequate and effective compensation. Such compensation shall be based on the fair market value of the investment or returns expropriated immediately before the expropriation or at the time the proposed expropriation became public knowledge, whichever is the earlier, shall be payable from the date of expropriation with interest at a normal commercial rate, shall be paid without delay and shall be effectively realizable and freely transferable. Valuation criteria shall include going concern value, asset value including declared tax value of tangible property, and other criteria, as appropriate, to determine fair market value.

2. The investor affected shall have a right, under the law of the Contracting Party making the expropriation, to prompt review, by a judicial or other independent authority of that Party, of its case and of the valuation of its investment or returns in accordance with the principles set out in this Article.

CHAPTER FOUR: TRADE AND DEVELOPMENT

The Parties hereby conclude this Chapter in order to promote and expedite the economic, cultural, and social development of the CARICOM states, and with a view to promoting and maintaining security, stability, and growth in the region.

ARTICLE I
Objectives

1. The objectives of this Chapter are:

   (a) Contributing to the reduction and eventual eradication of poverty through the establishment of a trade partnership consistent with the objective of sustainable development, and the Millennium Goals.
   (b) Promoting regional integration, economic cooperation and good governance, thus establishing and implementing an effective, predictable and transparent regulatory framework for trade and investment between the Parties and in the CARICOM region;
   (c) Promoting the gradual integration of the CARICOM States into the world economy, in accordance with their political choices and development priorities;
   (d) Improving the CARICOM States' capacity in trade policy and trade related issues;
   (e) Enhancing the technological and research capabilities of the CARICOM States so as to facilitate development of, and compliance with, internationally recognized sanitary and phytosanitary measures and technical standards and internationally recognized labour and environmental standards;
   (f) Supporting the conditions for increasing investment and private sector initiative and enhancing supply capacity, competitiveness and economic growth in the CARICOM region;
   (g) Strengthening the existing relations between the Parties on the basis of solidarity and mutual interest. To this end, taking into account their respective levels of development and consistent with WTO obligations, the Agreement shall enhance commercial and economic relations, support a new trading dynamic between the Parties by means of the progressive, asymmetrical liberalization of trade between them and reinforce, broaden and deepen cooperation in all areas relevant to trade and development.

2. The central objective of this Chapter is poverty reduction and its ultimate eradication, sustainable development, and progressive integration of the CARICOM nations into the world economy.

3. The objectives of this Chapter on Trade and Development shall be pursued through integrated strategies that incorporate economic, social, cultural, environmental, and institutional elements. Cooperation shall provide a coherent framework of supports to CARICOM's own development strategies.

4. To foster transparency and cooperation the Parties agree to share information.

ARTICLE 2

The Trade and Development Cooperation Committee

1. 1. The Parties hereby establish the Trade and Development Cooperation Committee (the "Committee"), comprising representatives of each Party.

2. The Committee shall be composed of government and expert representatives of equal representations from CARICOM and Canada who will establish separate working groups on trade in goods, trade in services and investment, and labour and environment.

3. Non-governmental organizations shall be invited to provide submissions and observations in the meetings of the Committee.

4. The Committee shall decide on the number and composition of the working groups.

5. Working groups shall be composed of government and expert representatives and shall report to the Committee.

6. The Committee shall meet at the request of either Party to consider any matter arising under this Chapter, or any matter in other chapters related to development cooperation and development assistance.

7. The Committee shall be coordinated and co-chaired by:

    (a) The Department of Foreign Affairs and International Trade; and
    (b) Council on Trade and Economic Development

8. The Committee shall meet in or shortly after the first year of entry into force of this Agreement. Thereafter, the Committee shall meet at such venues and times as may be agreed to by the Parties. Meetings may be held via teleconference, videoconference or through any other means as mutually determined by the Parties.

9. Each Party should provide, and periodically update, an Action Plan to the Committee describing proposed trade-related cooperation initiatives.

10. The Committee's functions shall include:

    (a) Promoting trade between the parties, including through consultations on accelerating tariff elimination under this Agreement;
    (b) Addressing barriers to trade between the Parties, especially those related to the application of non-tariff measures;

(c) Reviewing where appropriate the implementation of cooperation activities in the area of trade and development;
(d) Seek the prioritization and promote the realization of trade-related cooperation initiatives outlined in the Action Plans of the Parties;
(e) Invite appropriate international donor institutions, private sector entities and non-governmental organizations to assist in the development and implementation of trade-related cooperation initiatives in accordance with the priorities set out by the Committee;
(f) Establish rules and procedures for the conduct of its work; all decisions of the Committee shall be taken by consensus, unless otherwise agreed;
(g) Monitor and assess the progress in implementing trade related cooperation initiatives; and
(h) Meet annually, or as otherwise agreed by the Parties, in person or by any other technological means available; and
(i) Other issues as appropriate.

11. The implementation of trade-related cooperation initiatives is subject to the joint decision of the Parties.

12. The Committee may interact, where appropriate, with relevant entities to address specific matters.

13. The Committee shall report periodically to CARICOM heads of government and in relation to The Canadian Department of Foreign Affairs and International Trade, the results of its meetings.

ARTICLE 3
Sustainable Development

1. The Parties reaffirm that the objective of sustainable development is to be applied and integrated at every level of their economic partnership. The Parties understand this objective as a commitment that:

   (a) The application of the Agreement shall fully take into account the human, cultural, economic, social, health and environmental best interests of their respective population and of future generations.
   (b) Decision-taking methods shall embrace the fundamental principles of ownership, participation and dialogue.

2. As a result, the Parties agree to work cooperatively towards the realization of a sustainable development centered on the human person, who is the main beneficiary of development.

ARTICLE 4
Regional Integration

1. The Parties recognize that regional integration is an integral element of their partnership and a powerful instrument to achieve the objectives of this Agreement.

2. The Parties recognize and reaffirm the importance of regional integration among the CARICOM States as a mechanism for enabling these States to achieve greater economic opportunities, and enhanced political stability and to foster their effective integration into the world economy.

3. The Parties acknowledge the efforts of the CARICOM States to foster regional and sub-regional integration amongst themselves through the Revised Treaty of the Chaguaramas establishing the Caribbean Community including the CARICOM Single Market and Economy.

4. The Parties further recognize that, without prejudice to the commitments undertaken in this Agreement, the pace and content of regional integration are matters to be determined exclusively by the CARICOM States in the exercise of their sovereignty and in light of their current and future political ambitions.

5. The Parties commit themselves to cooperating in order to facilitate the implementation of this Agreement and to support CARICOM regional integration.

ARTICLE 5
Trade in Goods

1. The Government of Canada shall endeavour to provide technical assistance to Signatory CARICOM States with the aim of assisting in the development of Caribbean industries in the evolving global trading environment, and of facilitating the implementation by firms of adjustments necessitated by this Agreement.

2. The Government of Canada commits to facilitate trade through technical assistance in customs administration through:

   (a) Education programs for customs personnel;
   (b) Technical assistance in the installation and maintenance of the customs programme for a period of 5 years.

3. The Parties, through their customs administrations, agree to develop a technical cooperation program under such mutually agreed terms as the scope, timing and cost of cooperation measures, in customs-related areas such as, inter alia:

   (a) training;
   (b) risk assessment;

(c) prevention and detection of contraband and illegal activities, in collaboration with other authorities;
(d) implementation of the Customs Valuation Agreement;
(e) audit and verification frameworks;
(f) customs laboratories; and
(g) electronic exchange of information.

4. The Parties shall cooperate in the development of effective mechanisms for communicating with the trade and business communities.

5. The Government of Canada commits to providing assistance so as to ensure CARICOM can effectively meet the obligations set forth in paragraph 2.

6. The Government of Canada supports CARICOM's integration into the global trading system and the promotion of fair economic opportunities for entrepreneurs. In particular, The Government of Canada focuses on helping partner countries to implement trade agreements and on helping women and men who are entrepreneurs, especially in rural areas, to supply goods and services to local, regional, and international markets.

7. The Government of Canada commits to facilitating market penetration for CARICOM exporters and businesses through technical assistance in relation to language requirements in the labeling and marketing of products in the Canadian market.

8. The Government of Canada commits to trade facilitation of CARICOM states through technical assistance in the maintenance and improvement of seaports and other physical infrastructure subject to review by the committee.

9. The Government of Canada commits to stimulating consultation with the Canadian International Development Agency (CIDA) and other Canadian organizations to provide further assistance in relation to health issues and disaster risk management.

10. The Government of Canada commits to providing technical assistance in relation to phystosanitary measures and technical barriers to trade as determined by the committee.

11. The Government of Canada commits to providing technical assistance in relation to agriculture and fisheries as determined by the committee.

12. The Government of Canada commits to providing technical assistance in relation to manufacturing as determined by the committee.

ARTICLE 6
[Trade in Services and Investment]

1. The Parties recognise the importance of technical cooperation and assistance in order to complement the liberalisation of services and investment, support the Signatory CARICOM States' efforts to strengthen their capacity in the supply of services, facilitate the implementation of commitments under this Chapter, and achieve the objectives of this Agreement.

2. Subject to the Development Cooperation provisions of this chapter, the Parties agree to cooperate, including by providing upon request support for technical assistance, training and capacity building in, inter alia, the following areas:

   (a) Improving the ability of service suppliers of the Signatory CARICOM States to gather information on and to meet [regulations and standards of The Government of Canada at, national and sub-national levels];
   (b) Improving the export capacity of service suppliers of the Signatory CARICOM States, with particular attention to the marketing of tourism, cultural services, and the needs of small and medium-sized enterprises.
   (c) Facilitating interaction and dialogue between service suppliers of Canada and of the Signatory CARICOM States;
   (d) Addressing quality and standards needs in those sectors where the Signatory CARICOM States have undertaken commitments under this Agreement and with respect to their domestic and regional markets as well as trade between the Parties, and in order to ensure participation in the development and adoption of sustainable tourism standards;
   (e) Developing and implementing regulatory regimes for specific service sectors at CARICOM regional level and in Signatory CARICOM States in those sectors where they have undertaken commitments under this Agreement; and,
   (f) Establishing mechanisms for promoting investment and joint ventures between service suppliers of Canada and of the Signatory CARICOM States, and enhancing the capacities of investment promotion agencies in Signatory CARICOM States.

3. In pursuance of the objectives of this title, the Committee on Trade and Development Cooperation shall enter into future negotiations on Development in Services no later than five (5) years from the date of entering into force of this agreement with the aim of reassessing development commitments undertaken under this title.

ARTICLE 7
Environment

1. To foster enhanced environmental protection and management The Government of Canada commits:

(a) To providing technical assistance so as to ensure that CARICOM exporters meet Canadian technical standards;
(b) Stimulating dialogue and cooperation among CARICOM's and Canada's respective academies of science, governmental organizations, non-governmental organizations, universities, colleges, as well as their science, research and technological centers and institutes, and private sector enterprises and firms in areas of mutual interest relating to science and technology and innovation;
(c) To providing technical assistance so as to enable CARICOM to produce environmentally friendly goods;
(d) To providing capacity building and technical assistance in order to facilitate CARICOM's establishment of an Environmental Authority;
(e) To providing assistance in the drafting of environmental legislation for CARICOM states.

ARTICLE 8
Innovation, Research and Development

1. Cooperation between the Parties should contribute to achieving the objectives of this Agreement through the identification and development of innovative cooperation initiatives capable of providing added value to the bilateral relationship.

2. Cooperation between the Parties under this Chapter will complement the cooperation between the Parties set out in other Chapters of this Agreement.

3. Cooperation in innovation, research and development will be focused on cooperation activities in sectors where mutual and complementary interests exist. Among other activities, the Parties will encourage the exchange of experts and information. Where appropriate, they will also promote partnerships in the support of the development of innovative products and services and activities to promote linkage, innovation and technology exchange.

ARTICLE 9
Macroeconomic Reform Policies

1. The Government of Canada commits to providing, as decided by the committee, support to CARICOM in efforts to implement:

   (a) Macroeconomic growth and stabilization through disciplined fiscal and monetary policies that result in the reduction of inflation, and improve external and fiscal balances, by strengthening fiscal discipline, enhancing budgetary transparency and efficiency, improving the quality, the equity, and the composition of fiscal policy; and,

   (b) Structural policies designed to reinforce the role of the different actors, especially the private sector and improve the environment for increases in business, investment and employment, as we as:

i. Liberalize trade and foreign exchange regimes, having regard to the particular
ii. circumstances of each country;
iii. Strengthen labour and product-market reforms;
iv. Encourage financial systems reforms which help to develop viable banking and non-banking systems, capital markets, and financial services;
v. Encourage regional cooperation and progressive integration of macro-economic and monetary policies.

ARTICLE 10
Civil Society and Participation

1. The parties recognize the complementary role of and potential for contributions by non-State actors to the development process. The contribution of civil society to development can be enhanced by strengthening community organizations and non-profit non-governmental organizations in all spheres of cooperation. To this end, The Government of Canada shall:

   (a) encourage and support the creation and development of such organizations;
   (b) establish arrangements for involving such organizations in the design, implementation and evaluation of development strategies and programmes.

CHAPTER FIVE: LABOUR & ENVIONRMENT

The parties have set out their mutual obligations with respect to environment and labour in the attached Memoranda of Understanding on International Labour Standard Cooperation between CARICOM States and The Government of Canada and the Environmental Cooperation between CARICOM States and The Government of Canada.

CHAPTER SIX: DISPUTE SETTLEMENT

ARTICLE 1
Scope and Coverage

1. Unless otherwise provided for in this Agreement, this Chapter shall apply with respect to the avoidance or settlement of disputes between the Parties concerning the implementation, interpretation, application or operation of this Agreement, which includes wherever a Party considers that:

   (a) a measure of the other Party is inconsistent with its obligations under this Agreement;
   (b) the other Party has otherwise failed to carry out its obligations under this Agreement; or
   (c) a benefit the Party could reasonably have expected to accrue to it under Trade in Goods, Trade in Services and Investment.

2. This Chapter shall not apply with respect to Chapter 5 (Labour and Environment).

ARTICLE 2
Dispute Settlement Procedure

1. Where a dispute regarding any matter arises under this Agreement and under another free trade agreement to which both Parties are party or the WTO Agreement, the complaining Party will seek consultations between parties.

2. Where consultations do not lead to a resolution, the complaining Party may seek referral to an ad hoc Joint Committee for Dispute settlement.

3. Where the Joint Committee for Dispute settlement is unable to agree on a resolution to the dispute, the complaining Party may request the formation of an arbitration panel.

4. Any appeal of the final decision of the arbitration panel, may be sent to:

   (a) In the case of goods, and services, refer the matter to WTO dispute Settlement.
   (b) In the case of investment, refer the matter to the ISCID.

ARTICLE 3
Consultations

1. Either Party may request in writing consultations with the other Party concerning any matter on the implementation, interpretation, application or operation of this Agreement, including a matter relating to a measure that the other Party proposes to take (hereinafter referred to in this Chapter as "proposed measure").

2. The requesting Party shall deliver the request to the other Party, setting out the reasons for the request, including identification of the measure at issue and an indication of the legal basis for the complaint, and providing sufficient information to enable an examination of the matter.

3. The Parties shall make every effort to arrive at a mutually satisfactory resolution of the matter through consultations under this Article.

4. In consultations under this Article, a Party may request the other Party to make available personnel of its government agencies or other regulatory bodies who have expertise in the matter subject to consultations.

5. The consultations under this Article shall be confidential and without prejudice to the rights of either Party in any further proceedings.

ARTICLE 4

Referral of Matters to the Ad Hoc Dispute Settlement Committee

1. If the consultations fail to resolve the matter within 40 days of the delivery of a Party's request for consultations under Article 21.3.2, or 20 days in cases of urgency including those which concern perishable goods, the complaining Party may refer the matter to the Joint FTA Committee by delivering written notification to the other Party. The Joint FTA Committee shall endeavour to resolve the matter.

2. The Joint FTA Committee may:

   (a) call on such technical advisers or create such working groups or expert groups as it deems necessary;
   (b) have recourse to good offices, conciliation, mediation or such other dispute resolution procedures; or
   (c) make recommendations;

   as may assist the Parties to reach a mutually satisfactory resolution of the dispute.

ARTICLE 5

Establishment of Arbitral Panels

1. The complaining Party that requested consultations under Article 21.3 may request in writing the establishment of an arbitral panel, if the Parties fail to resolve the matter within:

   (a) 45 days after the date of receipt of the request for consultation if there is no referral to the Joint FTA Committee under Article 21.4;
   (b) 30 days of the Joint FTA Committee convening pursuant to Article 21.4, or 15 days in cases of urgency including those which concern perishable goods; or
   (c) 60 days after a Party has delivered a request for consultation under Article 21.3, or 30 days in cases of urgency including those which concern perishable goods, if the Joint FTA Committee has not convened after a referral under Article 21.4.

2. The establishment of an arbitral panel shall not be requested on any matter relating to a proposed measure.

ARTICLE 6

Report

1. The report of the arbitral panel shall be drafted without the presence of the Parties. The panel shall base its report on the relevant provisions of this Agreement and the submissions and arguments of the Parties, and may take into account any other relevant information provided to the panel.

2. A Party may provide written comments to the arbitral panel on its draft report within 15 days after the date of submission of the draft report.

3. After considering any written comments on the draft report, the arbitral panel may reconsider its draft report and make any further examination it considers appropriate.

4. The report of the arbitral panel shall be final and binding on the Parties.

ARTICLE 7
Implementation of the Report

1. Unless the Parties agree otherwise, the Party complained against shall eliminate the non-conformity or the nullification or impairment in the sense of Article 21.1(c) as determined in the report of the arbitral panel, immediately, or if this is not practicable, within a reasonable period of time.

2. The Parties shall continue to consult at all times on the possible development of a mutually satisfactory resolution.

ARTICLE 8
Final Appeal to the WTO and ICSID Dispute Settlement Bodies

1. In the case of dispute in the trade in Goods, and trade in Services any appeal of the arbitral decision will be sent to the WTO Dispute Settlement Body.

2. In the case of dispute in the trade in investment, any appeal of the arbitral decision will be sent to the ICSID Dispute Settlement Bodies.

Memorandum of Understanding
on
International Labour Standard Cooperation
between CARICOM States and the Government of Canada

Affirmation

The Parties affirm their obligations as members of the International Labour Organization (ILO) and their commitments to the *ILO Declaration on Fundamental Principles and Rights at Work* (1998) and its Follow-Up as well as their continuing respect for each other's Constitution and laws.

Part 1 - Obligations

ARTICLE 1
General Obligations

1. Each Party shall ensure that its statutes and regulations, and practices thereunder, embody and provide protection for the following internationally recognized labour principles and rights:

   (a) freedom of association and the right to collective bargaining (including protection of the right to organize and the right to strike);
   (b) the elimination of all forms of forced or compulsory labour;
   (c) the effective abolition of child labour (including protections for children and young persons);
   (d) the elimination of discrimination in respect of employment and occupation;
   (e) acceptable conditions of work with respect to minimum wages, hours of work and occupational health and safety; and
   (f) providing migrant workers with the same legal protections as the Party's nationals in respect of working conditions.

ARTICLE 2
Non-Derogation

1. A Party shall not waive or otherwise derogate from, or offer to waive or otherwise derogate from, its labour laws in a manner that weakens or reduces adherence to the internationally recognized labour principles and rights referred to in Article 1 to encourage trade or investment.

Part 2 – Institutional Mechanisms

ARTICLE 3
Initiation

2. Any party of this agreement may at the request of a national, resident or corporation domicile, may initiate the panel as outlined in Article 4.

ARTICLE 4
Public Advisory Committee

1. The Committee's purpose is to review the conformity regarding each party's obligations and can provide advice on any topic within the purview of this Memorandum.

2. The Public Advisory Committee shall issue a report at the conclusion of a hearing.

3. Hearings shall occur annually and in addition may be requested by a party to this agreement.

4. The members of the committee shall consist of a total of ten members. Each party shall appoint five members.

5. Each member shall appoint committee members based on their appointment mechanisms.

6. For a Panel to operate it must establish quorum of a minimum of six members with at least two members from each party.

7. Committee members shall serve for a three year term for a maximum of two terms.

8. Every report shall be made available to each party to this agreement within a reasonable period of time after its conclusion.

9. The committee shall not have the authority to alter domestic policies or positions of parties.

10. If the Public Advisory Committee considers that it would be in the public interest it may authorize the disclosure the report to any individual person or company.

11. Each Party may convene a new, or consult an existing, national labour committee, comprising members of its public, including representatives of its labour and business organizations, to provide views on any issues related to this Agreement. The committee may also conduct interviews or consultations with relevant labour organizations.

12. Investigations may be conducted at the behest of the committee. This work cannot be impeded by member parties.

13. Each Party shall provide for the submission, acceptance and review of public communications on labour law matters that:

    (a) are raised by a national or by an enterprise or organization established in the territory of the Party;
    (b) arise in the territory of the other Party; and
    (c) pertain to any matters related to this Agreement.

14. Each Party shall make such communications publicly available upon acceptance for review and shall accept and review such matters in accordance with domestic procedures.

ARTICLE 5
Consultation and monitoring process

1. The Parties may consult each other and the CARICOM-Canada Review Panel on labour issues. Members of the CARICOM-Canada Review Panel may submit oral or written recommendations to the Parties for disseminating and sharing best practice relating to issues covered by this Chapter.

2. On any issue covered by Articles 1 the Parties may agree to seek advice from the relevant international bodies on best practice, the use of effective policy tools for addressing trade-related labour challenges, and the identification of any obstacles that may prevent the effective implementation of environmental standards under relevant Multilateral Labour Agreements.

3. A Party may request consultations with the other Party on matters concerning the interpretation and application of Articles 1. The consultations shall not exceed three months. In the context of this procedure any Party may independently seek advice from the relevant international bodies. In this case the limit for the period of consultations is extended by a further period of three months.

4. If the matter has not been satisfactorily resolved through consultations between the Parties, any Party may request that a Committee of Experts be convened to examine such matter.

5. The ten member committee shall present to the Parties a report within three month of its composition.

6. The Parties shall create a Ministerial Council, which shall be comprised of Ministers responsible for labour affairs of the Parties or their designees.

7. The Council shall meet within the first year after the date of entry into force of this Agreement and thereafter as often as it considers necessary to discuss matters of common interest, to oversee the implementation of the Agreement and review progress under it. The Council may hold joint meetings with Councils established under similar agreements.

8. Unless the Parties otherwise agree, each meeting of the Council shall include a session at which members of the Council have an opportunity to meet with the public to discuss matters relating to the implementation of this Agreement.

9. The Council may consider any matter within the scope of this Agreement and take such other action in the exercise of its functions as the Parties may agree.

10. The Council shall review the operation and effectiveness of the Agreement, including the degree to which progress has been made in implementing the objectives of this Agreement, within five years after the date of entry into force of the Agreement and thereafter within such other period as may be agreed by the Council. Such review:

    (a) may be conducted by one or more independent experts;
    (b) shall include a literature review and consultation with the members of the public, including representatives of labour and business organizations, as well as an opportunity for the Parties to provide comments;
    (c) may make recommendations for the future; and
    (d) shall be concluded within 180 days of its commencement and made public 30 days thereafter.

ARTICLE 6
Extent of Obligations

1. The Government of Canada shall set out in a declaration a list of any provinces for which Canada is to be bound in respect of matters within their jurisdiction. The declaration shall be effective on delivery to CARICOM, and shall carry no implication as to the internal distribution of powers within Canada. The Government of Canada shall notify CARICOM six months in advance of any modification to its declaration.

2. The Government of Canada may not request the establishment of a review panel under at the instance of the government of a province that has not ratified the agreement.

3. CARICOM may not request the establishment of a review panel, concerning a matter related to a labour law of a member state unless that state has ratified the agreement.

4. The Government of Canada shall use its best efforts to have as many of its provinces as possible agree to be added to the declaration, and therefore accept to apply the obligations of this agreement

ARTICLE 7
Ratification of this agreement by CARICOM members does not affect the ratification of other CARICOM members.

ARTICLE 8
Definitions

(To be drafted)

Part 3 - Final Provisions

ARTICLE 9
Official Languages

1. The official languages for the purposes of this Agreement shall be English and French.

ARTICLE 10
Entry into Force

1. Each Party shall notify the other Party in writing of the completion of the domestic procedures required for the entry into force of this Agreement. This Agreement shall enter into force from the date of the second of these notifications, or the date that the *Free Trade Agreement between the Government of Canada and the CARICOM (?)* enters into force, whichever is later.

ARTICLE 11
Amendments

1. The Parties shall agree in writing to any amendment to this Agreement.
2. At the request of either Party, the Parties shall meet with a view to reviewing and amending this Agreement to reflect developments in their multilateral or bilateral relations on matters covered by this Agreement.
3. When so agreed, and approved in accordance with the applicable legal procedures of each Party, an amendment shall constitute an integral part of this Agreement.

ARTICLE 12
Termination

1. This Agreement shall remain in force as long as the *Trade and Development Agreement between the Government of Canada and CARICOM (?)* continues in force. Should the *Free Trade Agreement between the Government of Canada and the CARICOM (?)* be terminated, either Party may terminate this Agreement by giving written notice to the other Party. Such termination shall take effect 3 months after the date of the receipt of the written notice.

2. This Agreement may terminate upon the mutual written agreement of the Parties and upon such conditions and within such timeframe as may be mutually agreed upon.

IN WITNESS WHEREOF the undersigned, being duly authorised thereto, have signed this Agreement.

DONE in duplicate at _____, this _____ day of _____ 2010, in the English and French languages each version being equally authentic.

Signatures:

FOR CANADA	FOR CARICOM

Memorandum of Understanding on Environmental Cooperation between CARICOM States and the Government of Canada

Affirmation

The Government of and each member of CARICOM recognize their sovereign rights and responsibilities to conserve and protect their environment, and affirm their environmental obligations under their domestic law, as well as their international obligations under multilateral environmental agreements.

The Government of Canada and each member of CARICOM recognize the existence of mutual supportiveness between trade and environment policies and the need to implement this Memorandum of Understanding in a manner consistent with environmental protection and conservation and the sustainable use of their resources.

Part 1 – Obligations

ARTICLE 1

General Obligations

1. Recognizing the right of the Parties and the Signatory CARICOM States to regulate in order to achieve their own level of domestic environmental and public health protection and their own sustainable development priorities, and to adopt or modify accordingly their environmental laws and policies, each Party and Signatory CARICOM State shall seek to ensure that its own environmental and public health laws and policies provide for and encourage high levels of environmental and public health protection and shall strive to continue to improve those laws and policies.

2. The Parties agree that the special needs and requirements of CARICOM States shall be taken into account in the design and implementation of measures aimed at protecting environment and public health that affect trade between the Parties.

3. Provided that such measures are not applied in a manner that would constitute a means of arbitrary or unjustifiable discrimination between the Parties or a disguised restriction on trade between them, nothing in this Agreement shall be construed to prevent any Party and the Signatory CARICOM States from adopting or maintaining measures necessary to protect human, animal or plant life or health, related to the conservation of natural resources or protection of the environment.

ARTICLE 2
Regional integration and use of international environmental standards

1. In the light of the environmental challenges facing their respective regions, and in order to promote the development of international trade in such a way as to ensure sustainable and sound management of the environment, the Parties recognize the importance of establishing effective strategies and measures at the regional level. The Parties agree that in the absence of relevant environmental standards in national or regional legislation, they shall seek to adopt and implement the relevant international standards, guidelines or recommendations, where practical and appropriate.

Part 2 – Institutional Mechanisms

ARTICLE 3
Initiations

1. Any party of this agreement may at the request of a national, resident or corporation domicile, may initiate the panel as outlined in Article 4.

ARTICLE 4
Public Advisory Committee

1. The Committee's purpose is to review the conformity regarding each party's obligations and can provide advice on any topic within the purview of this Memorandum.

2. The Public Advisory Committee shall issue a report at the conclusion of a hearing.

3. Hearings shall occur annually and in addition may be requested by a party to this agreement.

4. The members of the committee shall consist of a total of ten members. Each party shall appoint five members.

5. Each member shall appoint committee members based on their appointment mechanisms.

6. For a Panel to operate it must establish quorum of a minimum of six members with at least two members from each party.

7. Committee members shall serve for a three year term for a maximum of two terms.

8. Every report shall be made available to each party to this agreement within a reasonable period of time after its conclusion.

9. The committee shall not have the authority to alter domestic policies or positions of parties.

10. If the Public Advisory Committee considers that it would be in the public interest it may authorize the disclosure the report to any individual person or company.

11. Each Party may convene a new, or consult an existing, national civil society organization, comprising members of its public, including representatives of its environmental and business organizations, to provide views on any issues related to this Agreement. The committee may also conduct interviews or consultations with relevant civil society organization organizations.

12. Investigations may be conducted at the behest of the committee. This work cannot be impeded by member parties.

13. Each Party shall provide for the submission, acceptance and review of public communications on environmental law matters that:

    (a) are raised by a national or by an enterprise or organization established in the territory of the Party;
    (b) arise in the territory of the other Party; and
    (c) pertain to any matters related to this Agreement.

14. Each Party shall make such communications publicly available upon acceptance for review and shall accept and review such matters in accordance with domestic procedures.

ARTICLE 5
Consultation and monitoring process

1. The Parties may consult each other and the CARICOM-Canada Review Panel on environmental issues. Members of the CARICOM-Canada Review Panel may submit oral or written recommendations to the Parties for disseminating and sharing best practice relating to issues covered by this Chapter.

2. On any issue covered by Articles 1 the Parties may agree to seek advice from the relevant international bodies on best practice, the use of effective policy tools for addressing trade-related environmental challenges, and the identification of any obstacles that may prevent the effective implementation of environmental standards under relevant Multilateral Environmental Agreements.

3. A Party may request consultations with the other Party on matters concerning the interpretation and application of Articles 1. The consultations shall not exceed three months. In the context of this procedure any Party may independently seek advice from the relevant international bodies. In this case the limit for the period of consultations is extended by a further period of three months.

4. If the matter has not been satisfactorily resolved through consultations between the Parties, any Party may request that a Committee of Experts be convened to examine such matter.

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6. The Parties shall create a Ministerial Council, which shall be comprised of Ministers responsible for environmental affairs of the Parties or their designees.

7. The Council shall meet within the first year after the date of entry into force of this Agreement and thereafter as often as it considers necessary to discuss matters of common interest, to oversee the implementation of the Agreement and review progress under it. The Council may hold joint meetings with Councils established under similar agreements.

8. Unless the Parties otherwise agree, each meeting of the Council shall include a session at which members of the Council have an opportunity to meet with the public to discuss matters relating to the implementation of this Agreement.

9. The Council may consider any matter within the scope of this Agreement and take such other action in the exercise of its functions as the Parties may agree.

10. The Council shall review the operation and effectiveness of the Agreement, including the degree to which progress has been made in implementing the objectives of this Agreement, within five years after the date of entry into force of the Agreement and thereafter within such other period as may be agreed by the Council. Such review:

    (a) may be conducted by one or more independent experts;
    (b) shall include a literature review and consultation with the members of the public, including representatives of civil society and business organizations, as well as an opportunity for the Parties to provide comments;
    (c) may make recommendations for the future; and
    (d) shall be concluded within 180 days of its commencement and made public 30 days thereafter.

ARTICLE 6

Extent of Obligations

1. The Government of Canada shall set out in a declaration a list of any provinces for which Canada is to be bound in respect of matters within their jurisdiction. The declaration shall be effective on delivery to CARICOM, and shall carry no implication as to the internal distribution of powers within Canada. The Government of Canada shall notify CARICOM six months in advance of any modification to its declaration.

2. The Government of Canada may not request the establishment of a review panel under at the instance of the government of a province that has not ratified the agreement.

3. CARICOM may not request the establishment of a review panel, concerning a matter related to an environmental law of a member state unless that state has ratified the agreement.
4. The Government of Canada shall use its best efforts to have as many of its provinces as possible agree to be added to the declaration, and therefore accept to apply the obligations of this agreement.

ARTICLE 7
Ratification

1. Ratification of this agreement by CARICOM members does not affect the ratification of other CARICOM members.

ARTICLE 8
Definitions

(To be drafted)

Part 3 - Final Provisions

ARTICLE 9
Official Languages

1. The official languages for the purposes of this Agreement shall be English and French.

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Entry Into Force

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ARTICLE 11
Amendments

1. The Parties shall agree in writing to any amendment to this Agreement.

2. At the request of either Party, the Parties shall meet with a view to reviewing and amending this Agreement to reflect developments in their multilateral or bilateral relations on matters covered by this Agreement.

3. When so agreed, and approved in accordance with the applicable legal procedures of each Party, an amendment shall constitute an integral part of this Agreement.

ARTICLE 12
Termination

1. This Agreement shall remain in force as long as the *Trade and Development Agreement between the Government of Canada and the CARICOM (?)* continues in force. Should the *Trade and Development Agreement between the Government of Canada and the CARICOM (?)* be terminated, either Party may terminate this Agreement by giving written notice to the other Party. Such termination shall take effect 3 months after the date of the receipt of the written notice.

This Agreement may terminate upon the mutual written agreement of the Parties and upon such conditions and within such timeframe as may be mutually agreed upon.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto, have signed this Agreement.

DONE in duplicate at _____, this _____ day of _____ 2010, in the English and French languages each version being equally authentic.

Signatures:

FOR CANADA	FOR CARICOM

PROTOCOL ON CULTUAL CO-OPERATION

The Parties,

RECOGNIZING the importance of cultural industries and the multi-faceted nature of cultural goods and services as activities of cultural, economic and social value,

RECOGNIZING that the process supported by this Agreement adds up to a global strategy aimed at promoting equitable growth and the reinforcement of economic, trade and cultural co-operation between the Parties,

STRESSING the importance of facilitating cultural co-operation between the Parties, and for that purpose to take into account, on a case by case basis, *inter alia*¸ the degree of development of their cultural industries, the level and structural imbalances of cultural exchanges and the existence of schemes for the promotion of local regional cultural content,

agree as follows,

ARTICLE 1
Scope, Objectives and Definitions

1. Without prejudice to the other provisions of this Agreement, this Protocol sets up the framework within which the Parties shall co-operate for facilitating exchanges regarding cultural activities, goods and services, including *inter alia*, in the entertainment sector.

2. While preserving and further developing their capacity to elaborate and implement their cultural policies, with a view to protecting and promoting cultural diversity, the Parties shall endeavour to collaborate with the aim of improving the conditions governing their exchanges of cultural activities, goods and services and redressing the structural imbalances and asymmetrical patterns which may exist in exchanges.

3. For the purposes of this Protocol:

   (a) **cultural diversity, cultural content, cultural expressions, cultural activities, goods and services**, and **cultural industries** have the same meaning as defined and used in the UNESCO Convention; and

   (b) **artists and other cultural professional and practitioners** means natural person that perform cultural activities, produce cultural goods or participate in the direct supply of cultural services.

SECTION A: HORIZONTAL PROVISIONS

ARTICLE 2
Cultural Exchanges and Dialogue

1. The Parties shall aim at fostering their capacities to determine and develop their cultural policies, developing their cultural industries and enhancing exchange opportunities for cultural goods and services of the Parties, including through entitlement to benefit from schemes for the promotion of local/regional cultural content.

2. The Parties shall co-operate to foster the development of a common understanding and enhanced exchange of information on cultural and entertainment matters through a dialogue. This dialogue will take place within the Committee on Cultural Co-operation as well as in other relevant forums as and when appropriate.

ARTICLE 3
Committee on Cultural Co-operation

1. No later than six months after this Protocol is applied, a Committee on Cultural Co-operation shall be established. The Committee on Cultural Co-operation shall comprise senior officials from within the administration of each Party who have expertise and experience in cultural matters and practices.

2. The Committee on Cultural Co-operation shall meet within the first year after this Protocol is applied, and thereafter as necessary and at least once a year to oversee the implementation of this Protocol.

3. Each Party shall designate an office within its administration that shall serve as a Domestic Contact Point with the other Party for the purposes of implementing this Protocol.

4. Each Party shall establish a Domestic Advisory Group(s) on cultural co-operation, comprised of cultural and entertainment representatives in the fields covered by this Protocol.

5. A Party may request consultations with the other Party in the Committee on Cultural Co-operation regarding any matter of mutual interest arising under this Protocol. The Committee on Cultural Co-operation shall thereafter promptly convene and make every attempt to arrive at a mutually satisfactory resolution of the matter. In doing so the Committee on Cultural Co-operation may seek the advice of either or both

Parties' Domestic Advisory Group(s) and each Party may seek the advice of its own Domestic Advisory Group(s).

ARTICLE 3*bis*
Dispute Settlement

1. Unless the Parties agree otherwise, and only in case the matter referred to in Article 3.6 of this Protocol has not been satisfactorily addressed through the consultation procedure set out therein. Chapter X (Dispute Settlement) of the Canada-CARICOM FTA shall apply to this Protocol.

ARTICLE 4
Artists and Other Cultural Professionals and Practitioners

1. The Parties shall endeavour to facilitate, in conformity with their respective legislation, the entry into and temporary stay in their territories of artists and other cultural professionals and practitioners from the other Party, who cannot avail themselves of commitments undertaken on the basis of Chapter X and who are either:

   (a) artists, actors, technicians and other cultural professionals and practitioners from the other Party involved in the shooting of cinematographic films or television programmes; or
   (b) artists and other cultural professionals and practitioners such as visual, plastic and performing artists and instructors, composers, authors, providers of entertainment services and other similar professions and practitioners from the other Party involved in cultural activities such as, for example, the recording of music or contributing an active part to cultural events such as literary fairs and festivals, among other activities.

   Provided that they are not engaged in selling their services to the general public or in supplying their services themselves, do not on their own behalf receive any remuneration from a source located within the Party where they are staying temporarily, and are not engaged in the supply of a service in the framework of a contract concluded between a legal person who has no commercial presence in the Party where the artist or other cultural professional or practitioner is staying temporarily and a consumer in that Party.

2. The entry into, and temporary stay in territories of the Parties under paragraph 1, when allowed, shall be for a period of up to 90 days in any month period.

3. The Parties shall endeavour to facilitate, in conformity with their respective legislation, the training of, and increased contacts between artists and other cultural professionals and practitioners such as:

(a) Theatrical producers, singer groups, band and orchestra members
(b) Authors, composers, sculptors, entertainers and other individual artists;
(c) Artists and other cultural professionals and practitioners participating in the direct supply of circus, amusement park and similar attraction services; and
(d) Artists and other cultural professionals and practitioners participating in the direct supply of ballroom or discotheque services and dance instructors.

SECTION C: PROMOTION OF CULTURAL SECTORS OTHER THAN AUDIO-VISUAL

ARTICLE 5
Performing Arts

1. The Parties, in conformity with their respective legislation, shall facilitate through appropriate programmes increased contacts between practitioners of performing arts in areas such as professional exchanges and training including, *inter alia*, participation in auditions, development of networks and promotion of networking.

2. The Parties shall encourage joint productions in the fields of performing arts between producers of one or several Member States of CARICOM and Canada.

ARTICLE 6
Entertainment Sectors

1. The Parties, in conformity with their respective legislation, shall facilitate exchange with and dissemination of publications of the other Party through appropriate programmes in areas such as:

   (a) Organization of fairs, seminars, literary events and other similar events related to publications, including public reading mobile structures

   (b) Facilitating co-publishing and translations; and,

   (c) Facilitating professional exchanges and training for librarians, writers, translators, booksellers and publishers.