



SAINT VINCENT AND THE GRENADINES

# Government Gazette

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Saint Vincent and the Grenadines, Tuesday 16th May, 2023 – (No. 26)

## GOVERNMENT NOTICES

No. 47

### LEGISLATIONS

The following Documents are published in today's issue of the Gazette and can be purchased at the Government Printing Office, Campden Park Industrial Estate:-

S. R. & O. No. 12 of 2023:- Price Control (Amendment) (No. 3) Order, 2023.

S. R. & O. No. 13 of 2023:- Magistrates (Electronic Litigation Filing & Service Procedure) Rule, 2023.

16th May, 2023.

No. 48

### MEMORANDUM OF UNDERSTANDING

for

### COOPERATION IN THE FIELD OF SUSTAINABLE DEVELOPMENT

between

THE MINISTRY OF ENVIRONMENT AND ENERGY SECURITY  
OF THE ITALIAN REPUBLIC

and

THE GOVERNMENTS OF

ANTIGUA AND BARBUDA, THE BAHAMAS, BARBADOS, BELIZE,  
DOMINICA, GRENADA, GUYANA, HAITI, JAMAICA, SAINT KITTS AND  
NEVIS, SAINT LUCIA, SAINT VINCENT AND THE GRENADINES, SURINAME,  
TRINIDAD AND TOBAGO

REPRESENTED BY THE MINISTRIES COMPETENT FOR SUSTAINABLE  
DEVELOPMENT

The Ministry of Environment and Energy Security of the Italian Republic (hereinafter referred to as "MASE") on the one side and the Ministries competent for Sustainable Development of Antigua and Barbuda, Barbados, the Bahamas, Belize, Dominica, Grenada,

**Guyana, Jamaica, Haiti, Saint Kitts and Nevis, Saint Lucia, Saint Vincent and the Grenadines, Suriname, Trinidad and Tobago (hereinafter referred to as “the CARICOM States”) on the other side, (hereinafter referred to as “the Participants”);**

**Taking into account** the United Nations General Assembly resolution n. A/RES/70/1 *Transforming our world: the 2030 Agenda for Sustainable Development* and the 17 Sustainable Development Goals (SDGs) as interlinked under the “Planet” pillar;

**Considering** the particular relevance of some SDGs and related targets for the priorities of MASE’s mandate (*SDG 6, SDG 7, SDG 9, SDG 12, SDG 13, SDG 14, SDG 15, SDG 17*);

**Considering** the Sustainable Development Goal n. 17 as a platform for strengthening the means of implementation and revitalize the global partnership for sustainable development by enhancing international cooperation;

**Considering** that the Italian Republic and the Caribbean Community (CARICOM) Member States are Parties to the following Conventions: the Convention on Biological Diversity (CBD), done at Rio de Janeiro on 5 June 1992; the United Nations Framework Convention on Climate Change (UNFCCC), done at New York on 9 May 1992; and the United Nations Convention to Combat Desertification (UNCCD), done at Paris on 17 June 1994;

**Recalling** that the 21<sup>st</sup> UNFCCC Conference of the Parties adopted the Paris Agreement, done at Paris on 12 December 2015, to combat climate change, which entered into force on 4<sup>th</sup> November 2016;

**Considering** that Article 4 of the Paris Agreement and Decisions 1/CP.19, 1/CP.20 and 1/CP.21 of the UNFCCC Conference of the Parties invite all Parties to identify and communicate their Nationally Determined Contributions (NDC);

**Taking also into account** National Biodiversity Strategies and Action Plans (NBSAPs) developed in accordance with Article 6 of the CBD and National Action Programs (NAPs) developed according to Articles 9-15 of the UNCCD;

**Recognizing** that the 17 SDGs are multidimensional and closely interlinked and that the 2030 Agenda for Sustainable Development calls upon Member States and their Partners to explore connections across goals and targets by developing synergies;

**Acknowledging** that enhanced action and international cooperation on sustainable development is urgently required to enable and support the implementation of the Agenda 2030 and of the abovementioned Conventions;

**Recalling** the 2015 Memorandum of Understanding and its related Addenda between MASE and the Governments of Antigua and Barbuda, the Bahamas, Belize, Dominica, Grenada, Guyana, Haiti, Saint Kitts and Nevis, Saint Lucia, Saint Vincent and the Grenadines, Suriname on Cooperation in the Field of Climate Change Vulnerability, Adaptation and Mitigation (hereinafter referred to as “the 2015 MoU”);

**Considering** that, in the framework of the 2015 MoU, various projects and initiatives approved by its Joint Committee are currently being implemented;

**Being willing** to continue this cooperation, broadening its scope and areas of activities, renewing its means of implementation, and enhancing its monitoring and reporting procedures;

Have entered into the following Memorandum of Understanding (hereinafter referred to as “MoU”):

#### **Article 1**

##### **Purpose and scope**

1.1 This MoU aims at strengthening international cooperation for sustainable development.

- 12 Within the competences of the Participants, this MoU will operate in accordance with the following SDGs and with the objectives under the CBD, the UNCCD and the UNFCCC:
- improve water resource management and protect and restore water-related ecosystems (SDG 6)
  - promote access to sustainable, renewable and efficient energy (SDG 7)
  - support resilient infrastructure and fostering innovation (SDG 9)
  - encourage sustainable consumption and production patterns (SDG 12)
  - strengthen and coordinate the efforts to combat global climate change and address its adverse effects (SDG 13)
  - promote sustainable use of the oceans, seas and marine resources (SDG 14)
  - protect, restoring and enhancing sustainable use of terrestrial ecosystems, sustainably manage forests, combat desertification, land degradation and biodiversity loss (SDG 15)
  - enhance international support for implementing effective and targeted capacity building in developing countries to support national plans to implement all sustainable development goals (SDG 17)
- 13 Within the scope and limits of this MoU, the Participants may consensually approve further objectives.

## **Article 2**

### **Areas of activities**

2.1 In accordance with Art. 1, the Participants will undertake the following initiatives:

- a) development of effective mitigation and adaptation measures, by enhancing resilience to climate change and supporting the implementation, monitoring and reporting of the NDCs;
- b) collection, analysis and dissemination of the methodology for observing and measuring the impact of climate change on potentially vulnerable sectors;
- c) improvement of risk assessment and disaster management;
- d) protection of biodiversity and reduction of environmental degradation;
- e) promotion of sustainable forests and associated ecosystems management;
- f) promotion of sustainable and integrated land management to combat desertification and help local communities adopt land and forest management practices and technologies;
- g) integrated coastal zones management and prevention and control of marine pollution from land-based and sea-based sources;
- h) sustainable and integrated management of water resources;
- i) technology transfer and capacity building in the renewable energy and energy efficiency sector;
- j) sustainable waste management and development of circular economy;
- k) development of public education and awareness campaigns on global climate change and sustainable development;
- l) strengthening public participation and exchange of good practices on environmental assessments.

2.2 Within the scope and limits of this MoU, the Participants may consensually approve further initiatives.

### **Article 3**

#### **Cooperation activities**

- 3.1 Taking into account the legal frameworks of each of the Participants and their respective national and international obligations, cooperation initiatives will be based on principles of impartiality, equality, reciprocity and common interest.
- 3.2 Joint initiatives will be carried out particularly through:
- realization of projects and programs involving one or more CARICOM State;
  - promotion of projects and programs and activities, giving high consideration to the participation of public, private and non-profit sectors, also including, where appropriate, universities, scientific and technical research bodies and non-governmental organizations, as well as institutions on both sides;
  - promotion of capacity building, technology transfer and technical assistance;
  - exchange of information and relevant documentation, including publications and economic and statistical analysis;
  - exchange of experts, delegation visits and trainees, also involving universities, research centers, and inter-university consortia;
  - organization of joint workshops, seminars and other meetings;
  - promotion of the participation of the private sector and Public Private Partnership initiatives;
  - realization of common research and development programs/projects at regional level;
  - promotion of best practices, best fit solutions, activities, outputs, outcomes and lessons learned from projects/programmes through public outreach platforms;
  - facilitation of the active participation of youth in matters related to climate change.
- 3.3 Within the scope and limits of this MoU, the Participants may consensually approve further activities of cooperation.

### **Article 4**

#### **Governance**

- 4.1 In order to ensure the effective and full implementation of the provisions of this MoU, the Participants will establish two levels of governance: the Joint Committee (hereinafter referred to as “JC”), with a strategic function, and the Bilateral Committees (hereinafter referred to as “BCs”), with a technical role.
- 4.2 The JC will be established within 30 days from the signature of the present MoU and will oversee the cooperation activities within the framework of this MoU, providing general direction and guidance for their realization and monitoring.
- The JC will approve a strategic Work Plan (hereinafter referred to as “WP”) and a Monitoring and Evaluation Framework (hereinafter referred to as “M&EF”). The JC will also endorse the Full Project Proposals (hereinafter referred to as “FPPs”) submitted by the BCs, assessing their consistency with the purpose and scope of the MoU and providing strategic guidance for their implementation.
- 4.3 The BCs will be established within 30 days from the signature of this MoU and will deal with technical issues, adopt projects and related budgets in coherence with the WP and coordinate and monitor their implementation, in coherence with the M&EF;
- 4.4 Each BC, at its first meeting, to be convened within 6 months after the signature of the MoU and in any case after the first meeting of the JC, will:

- adopt formats for the elaboration of the FPPs;
- share specific thematic proposals in coherence with the WP;
- consider projects already approved within the framework of the 2015 MoU, for their continuation, update or termination.

The BCs, in the subsequent meetings, will discuss and adopt the FPPs that will be submitted to the JC and will monitor the status of implementation of the projects through the evaluation and approval of Technical and Financial Reports.

4.5 The JC and the BCs will operate in accordance with the provisions of the two following documents which will be adopted at the JC's first meeting, to be convened within 6 months after the signature of the present MoU:

- Rules of Procedure (hereinafter referred to as "RoP") for the JC and the BCs;
- Guiding Principles (hereinafter referred to as "GP") for the Cooperation Mechanism.

## **Article 5**

### **Means of implementation**

5.1 Any costs regarding the subject matter, including the projects under this MoU, will be borne by the relevant Participant, in conformity with its national legislation, within the limits of its ordinary budget availability and without any additional costs for the State Budgets of the Italian Republic and of the CARICOM States.

5.2 The Participants may jointly submit project proposals to International Institutions and Multilateral Organizations (inter alia the United Nations, the European Union, International Financial Institutions, the World Bank Group), in order to mobilize additional funds to support the CARICOM States for implementing relevant commitments set under the Multilateral Environmental Agreements.

## **Article 6**

### **Accountability**

61 The Participants will establish a mechanism, under the provisions of their respective national laws, in order to guarantee transparency of expenditures, accounting and audit.

62 All financial resources allocated by MASE to the programs, projects and activities developed under the provisions of this MoU, will be exempted from taxes, in accordance with the relevant legislation of the CARICOM States or any other applicable laws.

## **Article 7**

### **Law in force**

7.1 This MoU does not constitute an international agreement which may lead to rights and obligations under international law. No provision of this MoU is to be understood and performed as a legal obligation or legal commitment of the Participants.

7.2 This MoU will be implemented in accordance with the national legislations of the Participants, as well as applicable international law and, as for the Italian Participant, the obligations arising from Italy's membership of the European Union.

### Article 8

#### Intellectual property

8.1 Intellectual property rights will be respected and enforced by the Participants throughout the cooperation activities implemented under this MoU. Should any joint activity involve intellectual property rights, on the basis of this MoU, the Participants, in accordance with their respective internal legislations, will reciprocally determine, specify and agree in advance as to what constitutes intellectual property right as well as the adequate and effective protection of those intellectual property rights.

### Article 9

#### Final provisions

- 9.1 This MoU represents the complete understanding between the Participants and supersedes prior MoUs, still in effect, communications and representations, whether oral or written, concerning the subject matter of this MoU.
- 9.2 Projects and related budget already approved under the 2015 MoU will be reconsidered under Art. 4.4 above and will follow the provisions of this MoU, the RoP and the GP.
- 9.3 The present MoU takes effect for each Participant on the date of signature by that Participant and will remain valid for a period of five (5) years, unless:
- a) MASE notifies all the CARICOM States of its intention to terminate it at least six (6) months prior to the intended date of expiration;
  - b) All the CARICOM States notify MASE of their intention to terminate it at least six (6) months prior to the intended date of expiration.

Each of the CARICOM States may withdraw from this MoU by notifying all the other Participants of its intention with a six (6) months prior notice. In this case, the MoU will remain valid among the other Participants.

- 9.4 The Participants may renew this MoU for an additional period of five (5) years in writing by mutual consent.
- 9.5 The provisions of this MoU may be amended in writing by mutual consent of the Participants.
- 9.6 Any difference in the interpretation and/or implementation of this MoU will be settled amicably through direct consultation or negotiations between the Participants.

Signed in New York, on March 23<sup>rd</sup>, 2023 in the English language, all texts being equally valid.

For the Ministry of Environment and  
Energy Security of the Italian Republic

For the Government of Antigua and Barbuda

For the Government of the Republic of Haiti

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For the Government of the Commonwealth  
of the Bahamas

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For the Government of Barbados

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For the Government of Belize

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For the Government of the Commonwealth  
of Dominica

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For the Government of Grenada

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For the Government of Cooperative  
Republic of Guyana

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For the Government of Jamaica

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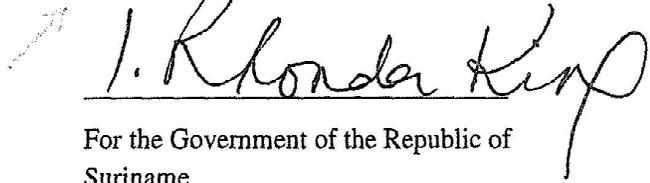
For the Government of Saint Kitts and  
Nevis

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For the Government of Saint Lucia

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For the Government of Saint Vincent and  
the Grenadines



For the Government of the Republic of  
Suriname

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For the Government of Republic of Trinidad  
and Tobago

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16th May, 2023.

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**BY COMMAND**  
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KATTIAN BARNWELL-SCOTT  
Secretary to Cabinet  
Prime Minister's Office

Prime Minister's Office  
St. Vincent and the Grenadines.

16th May, 2023.

**DEPARTMENTAL NOTICES****EASTERN CARIBBEAN SUPREME COURT****UPDATED NOTICE TO LEGAL PRACTITIONERS**

TAKE NOTICE THAT the E-Litigation Portal (the "Portal") is scheduled to go live for Saint Vincent and the Grenadines on **Thursday, 18<sup>th</sup> May 2023** for all **new civil proceedings relating to family matters filed in the Family Court**, in the state.

Once the Portal goes live from **Thursday, 18<sup>th</sup> May 2023**, no manual filings will be accepted by the Family Court Office for any of the proceedings which are initiated on the Portal. All new family proceedings in the Family Court must be filed on the Portal after the go-live.

All legal practitioners who have not already done so, are therefore required to register themselves and their law Firms on the Portal, create an account on the Portal and make a payment to place funds into their firms' Escrow account in order to avoid any inconvenience when filing. The above is required to utilise the platform in accordance with the Rules when filing documents in matters available on the Portal. Legal practitioners are also advised that filing fees in the Family Court will no longer be accepted in the form of postage stamps. Payments by Legal Practitioners will be done as specified in the Rules. Filing fees will be deducted from their Escrow accounts during electronic filing. Litigants-in-person will make payments in the form of cash or cheque to the Cashier at the Family Court Office.

For in-depth user information, legal practitioners are encouraged to review the **ECSC E-Litigation Portal Guidelines** document which is available on the ECSC's website ([www.eccourts.org](http://www.eccourts.org)).

For further details or clarification, please contact the ECSC E-Litigation Portal Technical Team via e-mail at [elp@eccourts.org](mailto:elp@eccourts.org).

All legal practitioners are to be guided accordingly.

**The ECSC E-Litigation Portal – Serving you on time and online!**

**Dated the 15<sup>th</sup> day of May, 2023.**

A handwritten signature in blue ink, appearing to read "Michelle John Theobalds".

**Michelle John Theobalds**  
Chief Registrar  
Eastern Caribbean Supreme Court.



**SECTION 1- INVITATION TO BID  
SUPPLY OF EARLY CHILDHOOD EQUIPMENT**

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The Ministry of Education and National Reconciliation has received a grant from the OECS SECRETARIAT, and intends to apply the proceeds of this grant to eligible payments under the contracts for which the invitation to quotes is issued.

1. You are invited to submit your price quotation(s) for the supply of the following items/s (**specifications attached in Section 3**).
2. Under this invitation, you may quote for any or more items. You must also include the cost of shipping and handling for each item. Each item shall be evaluated and contract awarded separately to firm(s) offering the lowest evaluated price for each item.
3. Your quote **must** consist of:
  - **Price Schedule and Delivery and Validity Period**
  - **Technical Specifications** - (Section 3) **Bidder proposed filled in / supporting documentation attached** (*data sheet/brochure/catalogue*)
4. Your quotation (s) in the required attached format **must** be addressed and submitted to:

**The Secretary  
Central Procurement Board  
Ministry of Finance  
2nd Floor Financial Complex  
Kingstown  
St. Vincent and the Grenadines**

5. The Prices should be quoted for delivery CIF to the following location/s:  
**Chateaubelair Government** 22.8 miles from Kingstown (19 miles from Campden Park Port);  
**Sandy Bay Government** (Approximately 29.6 Miles from Kingstown (32.6 miles from Campden Park Port);  
**Marriaqua Government School** (8.3 miles from Kingstown; 11.3 miles from Campden Park Port);  
**Colonaire Early Childhood Centre** (19 miles from Kingstown, 22 miles from Campden Park Port) and  
**Argyle Early Childhood Centre** (11.3 miles from Kingstown, 14.3 miles from Campden Park Port);
6. **The quotation should be accompanied by adequate technical documentation, catalogue(s) and other pertinent information for each quoted.**
7. The **deadline** for receipt of your quotation(s) at the **address indicated in 4. above is May 31st 2023 at 1:00 p.m.**

**Bids are to be submitted to the:**

**The Secretary  
Central Procurement Board  
Ministry of Finance  
2nd Floor Financial Complex  
Kingstown  
St. Vincent and the Grenadines**

8. **Eligible Goods and Services**
9. Quotations should be submitted as per the following instructions and in accordance with the Terms and Conditions of supply in Section 3 which will become part of the Purchase Order that the Purchaser will issue on award:

**(i) Prices:**

- a) The Supplier shall indicate on the Price Schedule Form (**Section 2**) the unit prices and total bid price of the goods it proposes to supply under the contract, including the cost of delivering to the places/s of destination (**indicated in No. 5 above**)
- b) Prices should be quoted in XCD.

**(ii) Evaluation and Award of Purchase Order:**

The offer/s will be evaluated on responsiveness to the technical specifications and price/s, including the cost of delivery to the place/s of destination. Award will be made if required standards of technical and financial capabilities are met.

At the time of award, the Purchaser reserves the right to increase or decrease the quantity or value of Goods originally specified (by up to 15%), and without any change in the unit prices or other terms and condition of the bid.

- (iii) Validity of the Offer: Quotations should be valid for a period of 90 days from the closing date for receipt of quotations indicated above.

**10. Address for further information and clarification:**

**The Procurement Officer  
OECS PEARL  
Education Project Implementation Unit  
Education Annex  
1st Floor Coreas Administrative Building  
Halifax Street  
Telephone: 784-457-0178  
Email: epui.svg@gmail.com**

Clarifications may be requested no later than 15 days before the bid submission deadline.

Yours sincerely,

**MYCCLE BURKE (Mr.)**  
Permanent Secretary  
Ministry of Education and National Reconciliation  
St. Vincent and the Grenadines.