

**AGREEMENT FOR COOPERATION IN EDUCATION FOR PROFESSIONAL
AND ACADEMIC SUPPORT**

BETWEEN

**THE MINISTRY OF EDUCATION, YOUTH & INFORMATION OF JAMAICA
(ACTING FOR AND ON BEHALF OF THE GOVERNMENT OF JAMAICA)**

AND

THE MINISTRY OF EDUCATION (MINED) OF THE REPUBLIC OF CUBA

*The Government of Jamaica acting through the Ministry of Education, Youth & Information of Jamaica, with headquarters at 2-4 National Heroes Circle, Kingston 4, Jamaica, legally represented at this address by Dr. Grace McLean, OD, JP, Acting Permanent Secretary of Education, Youth and Information of Jamaica and which hereinafter will be referred to as the **"MOEYI"** and.*

*The Ministry of Education of the Republic of Cuba, located in: 17 St. Esq. O, Plaza de la Revolución municipality, La Habana, legally represented at this address by Her Excellency Inés Fors Fernández, Ambassador of the Republic of Cuba in Jamaica which hereinafter will be referred to as the **"MINED"**.*

*The **MOEYI** and the **MINED** are hereinafter referred to as **"THE PARTIES"** and individually as "a Party".*

*Given the antecedents of the **COOPERATION AGREEMENT BETWEEN THE GOVERNMENT OF JAMAICA (GOJ) AND THE GOVERNMENT OF CUBA (GOC)** signed in July 2012 and the guarantee of academic and cultural exchange that fosters closer ties between our peoples and thereby contribute to the integration of Latin America and the Caribbean, both Parties express their willingness to maintain and strengthen the educational cooperation which began in November 1997, in the area of General Education.*

Both Parties recognize their legal status and covenant under this Agreement, the following terms and conditions:

ARTICLE 1: PURPOSE.

- 1.1 This Agreement is to regulate the educational services provided by the **MINED** at the request of the **MOEYI**, and that are agreed by both Parties.
- 1.2 **MINED**, designates, for the purpose of implementing this Agreement and as the point of contact, Her Excellency Inés Fors Fernández, Ambassador of the Republic of Cuba in Jamaica.
- 1.3 **MOEYI**, designates for the purpose of implementing this Agreement and as the point of contact: Dr. Kasan Troupe, Chief Education Officer, Educational Services Division, Ministry of Education, Youth & Information, 2-4 National Heroes Circle, Kingston 4, Jamaica; telephone: 876-612-5794-5; Facsimile: 876-948-7755; email: kasan.troupe@moey.gov.jm.

ARTICLE 2: OBLIGATIONS OF THE PARTIES.

2.1 OBLIGATIONS OF THE MINED:

- 2.1.1. Select a specialist of recognized standing and professional competence to act as Coordinator, who shall be responsible for coordinating the working relationship between the **MINED** and the **MOEYI**, and will serve for a term of three (3) years in that capacity.
- 2.1.2. Manage and facilitate the recruitment of specialists with proven qualifications to carry out the contractual duties as agreed between the Parties.
- 2.1.3. Undertake in Cuba, through the Division of International Relations at **MINED**, immigration procedures which are required for the travel of specialists providing educational services.
- 2.1.4. Ensure that the specialists being recruited meet the medical requirements of the **MOEYI** prior to arrival in the country. Each specialist shall be required to produce a medical report prior to their arrival in Jamaica outlining any pre-existing conditions.
- 2.1.5. Ensure that the specialists faithfully abide by the standards established by the **MOEYI**, inclusive of the Education Regulations, 1980.
- 2.1.6. In case of illness, to assume the cost of air transportation from Cuba to the return to Jamaica of the specialist previously evacuated pursuant to Article 2.2.10. of this Agreement.

- 2.1.7. To assume half the cost of air transportation of the specialist from Cuba to Jamaica in case of death of relatives of the specialist based on the following relationships: parents, children, siblings or spouse.

2.2 OBLIGATIONS OF THE MOEYI:

- 2.2.1. Give due recognition to the academic and professional qualifications and years of experience of the specialists who will provide educational services in Jamaica.
- 2.2.2. Ensure availability of resources including teaching materials, facilities, technical and support staff necessary for the provision of the educational services of the specialists.
- 2.2.3. To take necessary steps to ensure the provision of the relevant permits, travel visas, criminal records, and any other necessary approvals for the teaching specialists offering educational services in Jamaica with the relevant authorities, and to bear the expenses associated with such procedures.
- 2.2.4. To finance the international travel expenses to Jamaica from Cuba at the beginning of the employment contract and from Jamaica to Cuba at the end of the employment contract of specialists, including the airport taxes.
- 2.2.5. To finance the international airfare expenses in the periods of summer vacation, including the airport taxes.
- 2.2.6. To assist the specialist, when requested by him in finding suitable and affordable rental accommodation, close to the assigned school, for which the specialist will pay. The specialist shall indicate to **MOEYI** in writing, his interest in exercising the option of receiving assistance in finding accommodation.
- 2.2.7. To cover the costs for transportation, lodging and meals when the specialist is required to travel on official duty.
- 2.2.8. Ensure that the existing health insurance offered to Jamaican teachers is available to all specialists within three (3) months of arrival in Jamaica.
- 2.2.9. To pay the costs of outpatient hospital and dental care, as well as medications and clinical analysis during the period stipulated in paragraph (2.2.8) above where the specialist is not covered by insurance.
- 2.2.10. In case of illness, assume the cost of air transportation of the specialist to Cuba from Jamaica of a specialist only where both Parties determine that

the specialist requires medical evacuation; and to cover the cost of adequate medical assistance of the said specialist until medical evacuation to Cuba is effected.

2.2.11. To assume half the cost of air transportation of the specialist from Jamaica to Cuba in case of death of relatives of the specialist based on the following relationship: parents, children, siblings or spouse.

*2.2.12. Submit annually to the **MINED** and the Coordinator, the professional evaluation of each of the specialists.*

*2.2.13. Ensure that the group of specialists act in accordance with the current standards established by the **MOEYI**, inclusive of the Education Regulations, 1980. A copy of the agreed standards shall be submitted to the Coordinator.*

2.2.14. Ensure that the specialists will focus only on the teaching activities in the profiles for which they were selected by the Evaluation Committees of Cuba and Jamaica.

2.2.15. Monitor the specialist in order to try to prevent the specialist from performing other activities beyond those already agreed, pursuant to the standards referred to in paragraph (2.2.13) above or be employed by State or private institutions of Jamaica.

2.2.16. To contract a work accident insurance that covers death or partial and/or permanent disability, under the terms both Parties agree upon, in correspondence with Legislation in Jamaica.

*2.2.17. To cover the request for employment made through the designated point of contact, each year within the last week of April, the **MOEYI** will send to the **MINED** details of specific requirements in keeping with paragraph 2.3, including the following information:*

- a) Number of vacancies and the specialized areas for recruitment*
- b) Qualification according to the required speciality.*
- c) Places to offer the services to cover.*

*2.2.18. Commit themselves not to contract or hire any of the recruited specialists in the Public Education system in Jamaica in the event that any of these specialists choose to permanently cease providing the services as agreed to under the terms of this Agreement. In this event, the **MOEYI** will, as appropriate, use its best endeavours to undertake the necessary steps to*

secure cancellation of the work permit from the Ministry responsible for labour in Jamaica.

2.3 COMMON OBLIGATIONS.

The Parties agree to:

- 2.3.1 Respect the posts approved by the Cuba-Jamaica Recruitment Commission.
- 2.3.2 Jointly evaluate and determine the location and overall suitability of the accommodation and employment for each specialist, taking into consideration the needs of the **MOEYI** and the characteristics of the zone, place and/or educational institution.
- 2.3.3 In case of violation of Jamaica's Education Regulations, 1980, the Parties shall evaluate and determine the measures to be applied in accordance with any disciplinary regulations in force in Cuba and Jamaica. In case of approved disciplinary measure resulting in the abortion of the tenure of the specialist, he shall be returned to Cuba at the expense of the **MINED**.
- 2.3.4 To adopt reasonable measures to preserve the physical integrity and safety of the Cuban specialists during their stay in Jamaica.
- 2.3.5 To share equally, in the case of the death of a specialist, the expenses associated with storage and repatriation of the body of the deceased to Cuba including medical and legal services and the expenses arising from the travel from Jamaica to Cuba and back to Jamaica of the person accompanying the body of the deceased.

ARTICLE 3: REMUNERATION.

- 3.1. The **MOEYI** shall pay the salaries of the specialists monthly, in accordance with the scales, qualifications and years of experience of the specialist, and in keeping with the salaries paid to local teachers in similar positions. Salaries should not differ between local teachers and specialists. Equal salaries shall be paid and shall be standardized in accordance with the applicable Jamaican law.
- 3.2. On the expiry of the hiring period, the specialists shall have the right to be refunded statutory deductions relating to National Housing Trust (NHT). The **MOEYI** is responsible for facilitating the process to allow for the specialist to access NHT refunds.

ARTICLE 4: ROLES AND RESPONSIBILITIES OF THE COORDINATOR.

The Coordinator shall:

- 4.1. Coordinate, guide and oversee the professional performance of the specialists at all schools to ensure success during the term of this Agreement;*
- 4.2. Ensure and enforce the requirement that the specialists will only develop their teaching activities in the profiles for which they were selected by the Evaluation Committees of Cuba and Jamaica.*
- 4.3. Verify that the group of specialists act in accordance with the current standards established by the **MOEYI**; and*
- 4.4. Ensure that the Cuban specialists are not sent to distant or inhospitable places, nor assigned to educational institutions that due to their location or current violence will cause their physical integrity to be compromised. For this purpose, the Coordinator will make as many proposals as needed to the **MOEYI** until the relocation of these takes place.*

ARTICLE 5: FUNDING.

The costs arising from this Agreement shall be negotiated by the Parties through diplomatic channels.

ARTICLE 6: LIABILITY.

A Party shall not have civil or criminal liability for any act performed by the other Party that interferes with the rights of third parties resulting in damage, whether moral or material, even when the act was performed in furtherance of this Agreement.

ARTICLE 7: LABOUR MANAGEMENT SPECIALISTS.

- 7.1. The specialists hired under this Agreement shall offer their services in Jamaica for two (2) years. Once this period concludes, the contract can be extended for another one (1) year, reaching a maximum period of three (3) years of contract, under the provision of this Agreement.*
- 7.2. The labour laws and policies that are applicable to local teachers in Jamaica will be applicable to the specialists.*
- 7.3. When, for reasons not attributed to the specialist, he has no work he shall be paid the full salary for the corresponding period. Where his service is terminated prematurely as a result of disciplinary measures taken against*

him, he shall be paid salaries in lieu of notice for the fixed period in keeping with the Education Regulations, 1980, and in this regard, he shall be paid the appropriate salary in accordance with applicable Jamaican laws.

- 7.4. In the event of illness or injury that prevents the specialist from providing the contracted services for a period of more than thirty (30) days, the Parties shall review the contract of the specialist and mutually decide whether the contract of the specialist is to be continued or cancelled.
- 7.5. In case of the cancellation of the specialist's contract, both Parties shall agree on the appropriate steps to finalize cancellation of contract and to undertake the replacement of the specialist with a new specialist as soon as possible.

ARTICLE 8: GENERAL.

- 8.1. Both Parties reserve the right to substitute or definitively withdraw the specialist, informing each other, no less than thirty (30) calendar days in advance, except in cases of extreme need and urgency, with the Party that withdraws the specialist taking responsibility for the costs of such replacement. When it is that the withdrawal is motivated by the specialist's failure to comply with the rules laid down, the **MINED** shall be responsible for the expenses for the journey back to Cuba.
- 8.2. In those cases where the **MOEYI** determines that the specialist cannot do his job, because he is suffering from a serious or acquired illness, or injury due to an accident, both Parties shall share equally the cost of specialist's return to Cuba. In the event that the specialist, for reasons associated to such illness, cannot return to Jamaica and his substitution for a new specialist is decided, the **MOEYI** shall determine whether or not a replacement is needed. Where it is decided that a replacement is needed the **MOEYI** shall defray the expenses of the air ticket from Cuba to Jamaica and return trip to Cuba for the replacement specialist.

ARTICLE 9: ENTRY INTO FORCE.

- 9.1. *This Agreement shall enter into force thirty (30) days after the date of receipt of the last such written notification, through diplomatic channels, by which the Parties have notified each other that all necessary domestic procedures for entry into force of this Agreement have been completed.*
- 9.2. *This Agreement shall remain in force for a period of three (3) years and can be extended for another two (2) years period, through official communication between the Parties six (6) months in advance of the termination date. For security reasons, public order or public health, each Party reserves the right to suspend its implementation partially or totally.*

ARTICLE 10: TERMINATION.

- 10.1. *In the event that any Party to this Agreement is in breach of the agreed obligations, or in circumstances where the replacement of the specialists or the change in the individuals or institutions that represent a Party results in a material adverse effect on the performance of this Agreement, then the other Party shall have the right to proceed to the termination of this Agreement by giving thirty (30) days' notice to the other Party of their intention to terminate.*
- 10.2. *This Agreement shall terminate in the following cases:*
- a) by agreement of the Parties; or*
 - b) expiration of the term of the Agreement; or*
 - c) in accordance with the provisions of paragraph 10.1 above.*
- 10.3. *The termination of this Agreement shall be without prejudice to the fulfilment of the Parties respective obligations under this Agreement.*

ARTICLE 11: IMPLEMENTATION.

The Parties shall consult with each other on the issues relevant to the implementation of this Agreement and shall bring to the attention of the other Party any alleged breaches of any of its provisions.

ARTICLE 12: AMENDMENT.

This Agreement may be modified by mutual consent following the request of any of the Parties. It is mutually agreed that the modifications will enter into force in conformity with the procedure established at the first paragraph of Article 9.

ARTICLE 13: RESOLUTION OF DISPUTES.

Any discrepancy or dispute that may arise regarding the interpretation, application or compliance of the provisions stated in the present Agreement, shall be resolved by mutual agreement between the Parties, through consultations and friendly negotiations, through diplomatic channels.

ARTICLE 14: APPLICABLE LAW.

14.1. This Agreement is subject to the Laws of Jamaica.

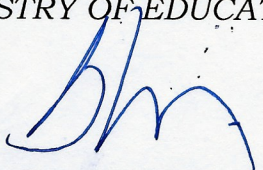
14.2. Nothing in this Agreement shall be construed as authorising activities which are illegal or which require the prior approval of the government of Jamaica or the Government of the Republic of Cuba.

By mutual agreement both Parties have signed this Agreement in four (4) copies, two (2) in English and two (2) in Spanish, all texts being equally authentic.

Done in Kingston, Jamaica, on the ____ day of _____, 2021

FOR AND ON BEHALF OF

THE MINISTRY OF EDUCATION, YOUTH & INFORMATION OF JAMAICA

By:  Dr. Grace McLean, OD, JP
Acting Permanent Secretary

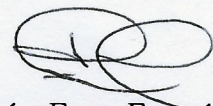
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Witness: 

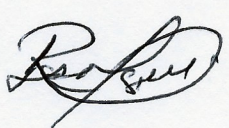
Date: 4/5/2021

FOR AND ON BEHALF OF

THE MINISTRY OF EDUCATION OF THE REPUBLIC OF CUBA

By:  HE. Inés Fors Fernández
Ambassador

Date: May 26, 2021

Witness: 

Date: 26-5-2021