



The Chartered
Institute of Logistics
and Transport

DELEGATION AGREEMENT

between

The Chartered Institute of Logistics & Transport whose address is Earlstrees Court, Earlstrees Road, Corby, Northamptonshire NN17 4AX, United Kingdom

("CILT" or "the Institute")

and

CILT - CARIBBEAN (CARIBBEAN INSTITUTE OF LOGISTICS & TRANSPORT LIMITED)

("the Delegate") whose principal address is at: [full postal address] 4 1/2 CAMP ROAD, SUITE 2 E
KINGSTON 4, JAMAICA

in relation to the country of JAMAICA
("the Territory")

Whereby it is agreed that:

1. Delegation

1.1 The Institute (acting by the Council) has recognised the Delegate as an Institute Branch (pursuant to Bye-law 43 (2)) and hereby delegates to the Delegate the responsibility to represent the Institute in the Territory.

1.2 The Delegate as an Institute Branch, agrees to represent the Institute in the Territory in accordance with the provisions of this agreement.

1.3 The Council by resolution and in its absolute discretion may from time to time revoke, vary, modify or suspend all or any part of the delegation of its powers. Subject thereto this agreement shall remain in full force and effect until terminated by mutual agreement.

2. Conduct of Affairs

2.1 The Delegate will conduct its affairs and exercise its delegated powers, rights and responsibilities strictly in accordance with the Institute's Charter and the Institute's Bye-laws in force from time to time and with the terms and conditions of this agreement and any resolution of Council from time to time and will ensure that the Institute's members and affiliates in the Territory shall observe the Bye-laws and the CILT Professional Code of Conduct in force from time to time.

2.2 The Delegate will procure that its officers and members (whether Institute Members or members of any other grade) shall not allow their own interests to conflict with those of The Delegate or the Institute and incorporate provisions to that effect in its constitutional documents. The Delegate shall require each of its officers and members of its governing body to declare in writing (a) at least annually, their interests in any existing transaction or arrangement with The Delegate or the Institute and (b) in advance, their interest in any proposed transaction or arrangement with The Delegate or the Institute and the officer or member concerned shall not be entitled to participate in any decision making process in relation to such proposed transaction or arrangement.

3. Constitution of The Delegate

The Delegate will have written governing documents (in a form that is binding upon The Delegate and its members under local applicable law) to guide the activities of:

- election of a governing body of The Delegate (such as a council or executive committee) representative of all the supply chain, logistics & transport professionals, sectors and communities in the Territory; and
- the holding of an Annual General Meeting of Members during which the Annual Report and Accounts of The Delegate are presented for approval by all Members in the Territory in good standing.

4. Membership

4.1. The Delegate will promote individual and corporate membership of the Institute at all professional levels and from all sectors of the supply chain, transport & logistics communities within the Territory ensuring diversity and inclusion and shall promote the aims and objectives of the Institute as set out in the Charter and Bye-laws of the Institute from time to time.

4.2. The Delegate shall seek to identify and recommend to the Council for election persons who meet the criteria for eligibility for membership of the Institute in the grades of Member (MILT), Chartered Member (CMILT) and Chartered Fellow (FCILT) (an "Institute Member") and will comply with the administrative processes relating to such election established by the Institute from time to time. For the avoidance of doubt, The Delegate shall not have the power or authority to elect an Institute Member, which power is reserved exclusively to the Council. The Delegate may elect any other grade of member (such as affiliate or student), who shall be a member of the Delegate subject to maintaining standards appropriate for any person who is to be associated with the Institute.

4.3. The Delegate will maintain an up-to-date register of all members in the Territory in good standing, including each member's name and postal address and, where possible, e-mail address and telephone number.

5. Professional Education and CPD

5.1. The Delegate shall help its members to access a choice of CILT accredited professional education courses at all levels through the best channels available.

5.2. The Delegate shall not have the power or authority to accredit any institutions or education providers, which power is reserved exclusively to the Council.

5.3. The Council will seek the advice of The Delegate before accrediting any institutions or education providers in the Territory.

5.4. The Delegate will maintain regular contact with all accredited institutions and education providers in the Territory and will register the students as members of CILT.

5.5. Students enrolled by The Delegate on CILT International courses in the Territory must be members of the Delegate unless they are already members of another CILT Territory or Branch. Students who are members of a CILT territory or Branch other than The Delegate must show evidence of such membership for each year of study and they shall be encouraged to hold membership of the Delegate body if resident for a period exceeding 12 months.

5.6. The Delegate will promote activities and events that contribute to members' continuing professional development.

6. Promoting the best interests of the Institute

6.1. The Delegate is responsible for protecting the brand, brand identity (including logos, awards, and strap-lines), post-nominals and intellectual property of the Chartered Institute of Logistics & Transport (“the Intellectual Property”) within the Territory. The Intellectual Property (even when incorporated in the Delegate’s name, whether registered or otherwise) and post-nominals MILT, CMILT and FCILT remain at all times the property of the Institute and not of the Delegate which enjoys a bare, non-exclusive licence to use the Intellectual Property in accordance with the Bye-laws. This licence shall terminate forthwith in the event the Delegate ceases to be recognised as an Institute Branch.

6.2 For the avoidance of doubt:

- The Delegate has no authority to sub-licence or authorise the use of the Intellectual Property without the prior written permission of the Institute.
- The Delegate’s obligation to protect the Intellectual Property shall not impose a requirement to implement any legal process necessary to register Intellectual Property within the Territory.

6.3 The Delegate is expected to contribute to the CILT family and collaborate with other CILT Territorial Organisations, Institute Branches and Members by, inter alia:

- participating in any CILT regional forum established for the region in which the Territory is located and attending regional meetings.
- supporting the Regional International Vice-President, if one is appointed for the region incorporating the Territory, including financial support agreed by the Regional Forum, once such Forum is established and its decision making procedures have been agreed.
- participating in the annual CILT International Convention.

7. Finance & Administration

7.1 The Delegate will prepare an annual report & financial accounts in accordance with local applicable accounting standards or IFRS, which will be reviewed or audited by a suitably qualified person (“the Annual Report & Accounts”). The Annual Report & Accounts shall be provided to all members in good standing in accordance with local law and the Delegate’s governing documents.

7.2 The Delegate will:

- pay promptly when invoiced the CILT Annual Fee (calculated on the basis of a formula determined from time to time by the International Management Committee (“IMC”) as applied to the relevant financial and membership data provided by The Delegate under this Article) and any levy the IMC agrees to raise from time to time
- promptly inform by e-mail the Secretary-General of any changes to addresses, email, website and telephone numbers, names and contact details of principal officers and executives of the Delegate
- submit the Annual Report & Accounts approved by the Delegate’s members within 21 days of such approval and in any event no later than November 1st each year.
- provide a complete and up-to-date copy of the register of CILT members maintained by the Delegate upon demand in writing and in any event by November 1st each year.
- co-operate in full and in a timely manner with any audit of the Delegate’s financial and membership data initiated by the Institute in accordance with its reserved powers under the Bye-laws.
- distribute to its Members information and notices from the Institute including the Annual Report & Accounts, consultation documents and invitations to Regional Forums and International Convention
- Provide such other information or data as the Secretary-General or the IMC may reasonably request for the purposes of managing the affairs of the Institute and furthering its objectives.

8. Institute's assistance to the Delegate

- 8.1 The Institute will promote and support the Delegate as the representative of the Institute in the Territory.
- 8.2 All enquiries from within the Territory concerning Institute activities will be shared with the Delegate
- 8.3. The CILT website will direct enquiries emanating from the Territory to the Delegate.
- 8.4 The Institute, through the IMC, will ensure effective communication between the Secretary-General and the Delegate and keep the Delegate informed about the Institute's activities.

9 Reservation of powers, Variation, Conflict and Governing Law

- 9.1 The recognition of the Delegate as an Institute Branch and the delegation of powers and rights hereunder are dependent upon and subject to the Delegate complying at all times with all of its obligations under the CILT Bye-laws, this Delegation Agreement and any applicable resolution of Council. Nothing in this Delegation Agreement shall limit, fetter or exclude the exercise by the Council of Trustees of its powers, rights and responsibilities under the Bye-laws, including, without limitation, those powers expressly reserved under Bye-law 44 and the powers set out in Bye-laws 48 and 48A.
- 9.2. Notwithstanding termination of this agreement, whether by mutual agreement or by resolution of Council, the Delegate shall continue to be bound by and shall comply with the provision of this agreement set out in Articles 2.1, 2.2, 6.1, 7.2, and 9.1 to 9.4 inclusive and with the provisions of the Charter and Bye-laws until such time as the Delegate ceases in all respects to be associated with the Institute.
- 9.3 Terms and expressions used in this agreement that are defined in the Bye-laws of the Institute shall have the same meaning as attributed to therein. If there is or is deemed to be any conflict between the provisions of this Delegation Agreement and the Bye-laws then the provisions of the Bye-laws shall at all times prevail.
- 9.4 This Delegation agreement shall be governed by the laws of England and each of the parties hereby submits to the exclusive jurisdiction of the English courts.

THIS AGREEMENT has been signed on behalf of the Council of Trustees and on behalf of the Delegate by their respective duly authorised representatives on

Signed for and on behalf of the Council of Trustees:

Name & Title of the Trustee

Signed for and on behalf of the Delegate

FRANKLIN JOHNSTON, D PHILLOXEN
CHAIRMAN & CEO

Name & Title of the officer of the Delegate
duly authorised by a resolution of the
governing body of the Delegate dated

2014

September 15, 2018