

TRADE WATCH MAGAZINE



JULY- SEPTEMBER
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Guyana's
Trade with
Brazil

Guyana- Brazil
Partial Scope
Agreement

Guide to
importing /
Exporting
from/to Brazil

CSME
Corner

International
Trade Centre
(ITC)
Contracts for
Small Firms

The Guyana
Music
Network

A NOTE FROM THE PUBLISHER

In this issue of our Trade Watch Magazine, we take a closer look at Guyana's trade with Brazil. Brazil is a country with which Guyana shares a physical border. The country lies to the South and Southwest of Guyana.

Consequent to our geographical proximity, there is steady movement of people between the two countries, notwithstanding the language difference.

Brazil and Guyana have shared diplomatic relations for over 50 years and are also governed by a Partial Scope Agreement which establishes preferential terms and rules of origin under which trade will take place for select goods. An overview is provided of this agreement to give potential traders more insight into the opportunities that exist for improved trade with Brazil. A recently signed investment agreement should soon see improved business relationship between the two countries.

The contiguity of Guyana and Brazil, however, has not resulted in the level of cross-border trade and investment that one would expect, primarily due to transport barriers. Nevertheless, the market insight provides an overview of factors the private sector should take into consideration when seeking to do business with Brazil as we anticipate that with time the transport hurdles would be readily resolved.

While the focus is on Brazil, we continue to emphasize our trade and economic relations with the Caribbean Community under the CARICOM Single Market and Economy as this remains our deepest form of integration with other countries.

Readers should also look out for services section which focuses on the work of the Guyana Music Network; as well as our business development tip section which presents a model contract for the international sale of goods by small firms, reproduced with the permission of the International Trade Centre.

Dianna DaSilva-Glasgow (PhD)
Director
Department of Foreign Trade
Ministry of Foreign Affairs

MESSAGES

MESSAGE FROM GUYANA'S AMBASSADOR TO BRAZIL

On behalf of the Embassy of Guyana to Brazil, I wish to congratulate the Department of Foreign Trade of the Ministry of Foreign Affairs on its initiative to produce the *Trade Watch Magazine*. The publication opens important vistas on Guyana's trade relations, including opportunities and challenges, and on areas of interest for the future. A focus on Brazil is appropriate in any conception of a holistic trade policy for Guyana in an increasingly interdependent world.



H.E. George Talbot
Guyana's Ambassador to
Federative Republic of Brazil

While Brazil may be a challenging market, as a relatively closed economy¹, it is Guyana's largest neighbour, and the largest market on our border, with a population of some 209 million and a GDP of over US\$2 trillion. Against this background, the Guyana Embassy in Brazil has worked over the years in concert with the Department of Foreign Trade to facilitate the conclusion and operationalization of framework agreements on trade and investment between Guyana and South America's largest economy. Of note are the Partial Scope Agreement, which liberalizes trade on an ever increasing list of agreed items, and the Agreement on Cooperation and Facilitation of Investment (ACFI) which, when brought into force, will provide the legal framework for the treatment of Brazilian investors in Guyana, and Guyanese investors in Brazil. The Embassy also supports the attention to services and the creative industries, including leveraging Guyana's strengths as Brazil's English-speaking neighbour.

Brazil also presents for the Guyanese entrepreneur many working examples of growing successful businesses in the areas of agriculture, mining, manufacture and services, with an eye to the international market. In agriculture, for instance, Brazil has experienced nothing short of a miracle, transforming itself, within a few decades, from a country with noteworthy levels of hunger, to a world class agricultural power, satisfying not only domestic requirements, but consolidating itself as a top global producer and exporter of a range of products similar to many produced in Guyana, such as sugar, rice, livestock,

¹ President Jair Bolsonaro described Brazil as "still a relatively closed economy to international trade". See speech of President Bolsonaro to World Economic Forum, Davos, January 22, 2019 accessed at <https://g1.globo.com/politica/noticia/2019/01/22/veja-a-integra-do-discurso-de-bolsonaro-em-davos.ghtml>

coffee, citrus fruits, soya and corn. Despite evident differences in objective conditions, many lessons can be drawn from the Brazilian experience.

It is the hope of the Embassy that this publication would lend to strengthening the efforts in train for the diversification of Guyana's outlook on global trade especially as it relates to the Global South. Opportunities exist in Brazil and South America, which need to be systematically explored and exploited by Guyanese private enterprise, with due support of policymakers in order to fully optimize Guyana's continental destiny. Attention to enabling factors, such as the Lethem-Linden road and a deep water port in Guyana, is also integral to this effort.

Our Embassy in Brasilia remains committed to partnering with the Department of Trade, and to supporting in any way we can the crafting of an umbrella trade promotion strategy for the optimization of the opportunities on offer in Brazil and other countries on the South American continent. We also maintain an open-door to any Guyanese entrepreneur wishing to explore business opportunities in Brazil.

**RICE, OUR LIFE,
OUR HISTORY**



GUYANA RICE DEVELOPMENT BOARD



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The new Guyana Pharmaceutical Company Inc. produces a range of pharmaceutical products.

Address: Farm, East bank Demerara, Guyana

Tel #: (592) 265 4261

Email: 65marketing@newgpc.com

GENERAL TRADE PATTERNS

Guyana's trade with Brazil

Guyana and Brazil established diplomatic relations on August 26, 1968 and have since developed and maintained very close ties over the past 51 years. Bilateral cooperation covers a range of areas inclusive of trade, health, culture, agriculture, security and transport.

Some of Brazil's main exports are transport equipment, iron ore, soybeans, footwear, coffee, automobiles while their main imports are centered on machinery, electrical and transport equipment, chemical products, oil, automotive parts and electronics.

Trade between Guyana and Brazil has grown over the years, notwithstanding the differences in productive capacity, size and competitiveness.

Trade between Guyana and Brazil for the Period 2014 – 2018

Year	Product HS Code - 6 Digit level	Guyana Exports to Brazil for the respective years	Value of Guyana Exports to Brazil	Value of Guyana Exports to rest of the World	Value of Brazil Imports from rest of the World	% of Guyana Exports in relation to Brazil Imports.
2014		Total	6,665	1,174,050	229,154,461	
	100620	Husked or Brown Rice	5,554	117,430	85,090	6.5
	110100	Wheat or meslin flour	393	687	114,832	0.3
		Household items	16	64	28,986	0.05
2015		Total	9,196	1,285,828	171,446,212	
	100620	Husked or Brown Rice	8,874	197,666	36,155	24.5
	392490	Household articles and toilet articles	0	21	31,344	-
	110100	Wheat or meslin flour	0	387	96,446	-
2016		Total	6,352	1,452,632	137,552,002	
	100620	Husked or Brown Rice	6,116	147,881	65,178	9.3
	110100	Wheat or meslin flour	98	487	111,787	0.09
2017		Total	6,350	1,789,690	150,749,452	
	100620	Husked or Brown Rice	5,463	179,649	83,362	6.5
	110100	Wheat or meslin flour	512	956	111,787	0.5
2018		Total (Provisional for Guyana)	268	1,487,342	181,230,569	
	100620	Husked or brown Rice	133	138,271	45,461	0.3
	110100	Wheat or meslin flour	59	335	109,875	0.05
	630900	Worn Clothing and clothing accessories.	29	100	96	30.2
	150790	Soya bean	18	18	514	3.5

	392490	Household articles and toilet articles	12	27	39,316	0.03
	840890	Compression-ignition internal combustion piston engine, diesel or semi diesel.	3	7	66,649	
	910121	Wrist watches	2	2	3,492	0.06
	640359	Footwear with outer soles and upper of leather	2	16	8,355	0.02
	010690	Live animals	1	23	0	-
	940360	Wooden Furniture	1	61	16,140	0
	701310	Glassware of glass ceramics	1	1	628	0.1
	420222	Hand bags	1	13	117,300	0
	330499	Beauty and make up preparations	1	3	130,502	0
	940120	Seats for motor vehicles	1	1	37,331	
	900659	Cameras	1	20	740	0.1

Source: <https://www.trademap.org>.

Note: All Values are in US \$'000. The values for Guyana for the year 2018 are provisional values.

1. The table shows Guyana's export trade with Brazil for the years 2014 to 2018. For comparison purposes, data is shown of Brazil's import of similar products exported by Guyana, from the rest of the world; as well as Guyana's exports of the same products to other markets.
2. Available data shows that for all the respective year, 2014 – 2018, husked or brown rice was the major export product from Guyana into the Brazilian market accounting for over 95% of all export revenue for Guyana from that market in 2015 and 2016 and over 80% for 2014 and 2018. Thus husked/brown remains the only dominant export to Brazil.
3. Apart from 2015 when rice exports to Brazil accounted for 24.5% of all rice imports into Brazil, rice imports from Guyana have always remained below 10% of Brazil's rice imports. This is an indicator that there is great potential for Guyana to increase the market share into Brazil considering that Guyana's rice exports are generally on the rise for the respective years, though inconsistently.
4. Wheat or meslin flour is another product that is consistently exported to Brazil by Guyana over the respective years, though generating much lower revenue than rice. Guyana's exports of this product to the rest of the world is also not significant and fluctuated over the years. However, considering Brazil import patterns for this product, Guyana could easily increase its market share in that market in view of the fact that its exports account for less than 1% of Brazil imports for the product.
5. The other products exported by Guyana to Brazil are very negligible in value, accounting for less than 5% of all exports to Brazil for some years. However, although the 2018 data is provisional and incomplete, the exports to Brazil from

Guyana for that year indicate that there are some products that could be developed to target the Brazilian market such as wooden furniture soya bean as well as beauty and make-up preparations. These products are currently being imported by Brazil from the rest of the world while Guyana exports only a limited quantity by value to Brazil.

6. Some of the products shown in the export data for 2018, may be re-exports. These include compression-ignition internal combustion piston engines, cameras, seats for motor vehicles as well as worn clothing and clothing accessories. Since Brazil imports significant quantities of these products per value, (apart from worn clothing and accessories) efforts could be made to explore how to enhance Guyana's exports for the same products, especially if there is any form of value addition undertaken in Guyana.
7. As a general observation, Guyana needs to undertake strategic investments aimed at producing products for export into the Brazil market, especially those products that may have preferential treatment under the Partial Scope Agreement. Such investment could be undertaken with guidance from government by both local and/or foreign investors, in particular Brazilian investors who may understand market dynamics there.





Guyana produces a range of wooden furniture from various wood products indigenous to our forests.

IN THE NEWS!



Guyana- Brazil Investment Agreement

Background to the CIFA

- Following a visit to Brasilia in 2017, by the Minister of Foreign Affairs of Guyana, and the two sides reaffirming their desire to strengthen cooperation and to expand bilateral trade and investment relations, the Government of Brazil proposed that the two countries enter an agreement on cooperation and investment facilitation.
- Consultations with the relevant line Ministries and the Private Sector occurred in 2017 and 2018.
- Negotiations on the Cooperation and Investment Facilitation Agreement between the two sides commenced in 2018.
- The CIFA was signed on December 13, 2018, in Brasilia. Following ratification by both Governments the agreement will entered into force.



Facts and Summary

The CIFA seeks to facilitate investments by meeting investors' needs in a concrete, pragmatic and proactive manner, while at the same time, respecting the development strategy and the regulatory space of host countries. It aims to facilitate Foreign Direct Investment (FDI) flows, by significantly lowering transaction costs of investment and helping to mobilise resources for development.

The concept of facilitation involves a variety of measures, mechanisms and actions that contribute to a more favorable national investment environment, with a strong practical component. It includes:

- transparency in and publication of general and sector laws and regulations;

- mechanisms for dialogue, both between governments of the host countries and investors, and between governments;
- national focal points for investors, including ombudspersons seeking to resolve practical difficulties investors may face; and
- agenda for bilateral cooperation on specific issues.

The CIFA contains substantial provisions regarding corporate social responsibility, with the aim of ensuring that investments benefit the society, local communities and workers. Apart from bringing key innovations, the Agreement contains provisions from traditional investment agreements, among which are measures to protect investments.

It establishes guarantees of non-discrimination (national treatment and most favored nation treatment), transparency clauses and specific conditions for cases of direct expropriation, compensation in case of conflicts and guarantees for international transfers. And also, grants market access rights for foreign investors.

The Agreement provides for the establishment of focal points or "ombudsmen" in each Party and creates a Joint Committee. It is composed of government representatives of both Parties, and is tasked with monitoring implementation of the Agreement, the information sharing regarding investment opportunities, bilateral investment cooperation and facilitation. It also provides for initiatives and joint action to prevent disputes and amicable settlement of any issues involving bilateral investment.

While a traditional Bilateral Investment Treaty (BIT) is primarily dedicated to rules of Investor-State Dispute Settlement (ISDS), the CIFA focuses on dispute prevention mechanisms based on bilateral dialogue through the Focal Points and the Joint Committee, responsible for the preliminary examination of specific issues brought by the parties. If a dispute leads to arbitration proceedings, the procedure will take place in the State-State format, much like the dispute settlement system of the World Trade Organization.

The Focal Point's role is to act as a facilitator of the relationship between the investors and agencies of the host country government, in particular by assisting investors in overcoming practical difficulties, with the ultimate goal of improving the business environment and attracting and maintaining investments. In Brazil, the Focal Point is the Ombudsman for Direct Investment (OID) and in Guyana, the Guyana Office for Investment (GO-Invest).

The CIFA provides for the establishment of investment facilitation and cooperation agendas in areas where further work may improve the investment environment. However, such agendas may vary depending on the possibilities and challenges of each bilateral investment relationship.

The CIFA in most respects is similar to Bilateral Investment Treaties (BITs) signed by Guyana with countries like China, Germany, the UK, Korea and Switzerland. However, there are some new provisions that are not contained in the existing investments that Guyana has signed.

Quick Fact!

Obligatory requirements for the issuance of Free Sale Certificate/Health Certificate and English labelling on import food items from Brazil.

Under Guyana's Food and Drug Act of 1971, importers of food items have an obligation to produce a Free Sale Certificate/Health Certificate (FSC/HC) issued by the competent authority in the exporting country.

Further, in accordance with Guyana's Food and Drugs Regulation of 1977 all imports of food items into Guyana must be labelled in the English Language.



The National Milling Company of Guyana (NAMILCO) Inc. produces a range of flour products.

Address: Agricola Village, East Bank Demerara, Guyana

Tel #: +592-233-2462-3

Email: info@namilcoflour.com



The Guyana Coalition of Services Providers



The Ministry of Foreign Affairs has been working assiduously to have the body resuscitated. The efforts included sector-consultations, one-on-one meetings with potential members, discussions with previous members of the board, efforts to submit outstanding requirements under the Companies Act to the Deeds and Commercial Registry, and the establishment of an Interim Management Committee to help fast track the work.

These efforts resulted in the Constitution being revised and some 22 private associations and government entities joining the body. Recently, at a meeting of those who have joined the body, the Interim Management Committee gave way to a newly elected Board of Directors which includes the Guyana Association of Private Security Organizations (GAPSO), Guyana Manufacturing and Services Association (GMSA), Institute of Chartered Accountants, Oil and Gas Logistics, the Guyana Music Network and the Ministry of Foreign Affairs. GAPSO, represented by Mr. Jonny Mortley was elected as the Chairman of the Board of Directors, with Ms. Carol Webster as the Deputy Chairman; Mr. Ronald Ali of the Institute of Chartered Accountants was elected as the Treasurer and Ms. Reshawna Alleyne of Oil and Gas Logistics as the Secretary.

Other institutions that have registered an interest include the Guyana Legal Aid Clinic, Guyana Bureau of Standards, Guyana Oil and Gas Support Services and the Guyana Bank for Trade and Industry.

The Coalition is essentially a league of associations working collaboratively to improve the business climate for services providers and to foster growth in services trade. The body also allows government agencies to join as Associate members. Individual services providers can join as provisional members until such time as they are able to join an existing association or create an association where one does not exist. The full membership of the body presently includes: Guyana Association of Private Security Officers (GAPSO), Guyana Manufacturers and Services Association (GMSA), Institute of Chartered Accountants (ICA), Oil and Gas Logistics, Guyana Shipping Association, Guyana Nurses Association, Ministry of Foreign Affairs, Environmental Protection Agency, Creative Industries Task Force. The Board, based on a Needs Assessment conducted, has already developed a work plan for the period July 2019 to July 2020, which it will work assiduously to implement. Among its first set of activities will be, a Trade in Services Workshop scheduled for November 4-5, 2019 to be hosted by the Ministry of Foreign Affairs in collaboration with the World Trade Organization (WTO).



XIV Caribbean Festival of Arts

Guyana participated in the fourteenth Caribbean Festival of Arts (CARIFESTA) that took place on August 16th – 25th, 2019 at the Queen's Park Savannah in Trinidad and Tobago.

CARIFESTA is a massive cultural event meant to showcase of the cultures of the Caribbean region. It was first held in Guyana in 1972.

Guyana took a delegation of approximately 100 persons across various cultural sub-sectors including; culinary arts, literary arts, music, dance.

See photos below of scenes from CARIFESTA XIV.



**CARIFESTA
XIV Parade
of Countries**





**Opening Ceremony
of CARIFESTA XIV**





Stabroek Market edifice constructed at the Queen's Park Savannah as part of the CARIFESTA Grand Market



Guyanese Literary Arts on Display



Enactment of the Food Safety Act 2019

In July 2019, the Government of Guyana enacted the Food Safety Act No. 19 of 2019. The purpose of this Act, as stated in the long title is to protect the health and wellbeing of consumers by promoting and ensuring food safety along the food chain through an integrated and coordinated approach. This Act creates a new regulatory semi-autonomous agency named the Food Safety Authority (FSA) under the Ministry of Agriculture. The Authority will have primary responsibility to design and implement food safety standards but must do so in collaboration with other relevant agencies. The Functions of this Authority include the establishment of a risk-based food safety and quality control framework to protect, enhance and ensure food safety; protect consumers against food fraud; analyze data issued by the Codex Alimentarius and commission studies analyzing Guyana's interest in food standards and the Codex Alimentarius Commission; promote and formulate programmes for consumer education regarding food safety and quality as well as other risk communication and; establish certification requirements for food business operators with respect to hygiene and manufacturing, recognized by the Codex Alimentarius Commission. Also, the Authority will be responsible for the formulation, review and implementation of a draft food safety and quality policy, along with preparing regulations on production, manufacture, import, export, labelling and sale of food.



This new legislation has effected several positive changes in food safety governance and is intended to modernize the way food business is conducted locally but also the quality of food products Guyana exports. The National Codex Committee which has been in operation for many years, has now been placed on a legal footing, in that it is now codified in this Act. An advisory mechanism in the form of the National Food Safety Committee has also been created. A noteworthy change brought about in the Food Safety Act is that sections 5, 6, 7 and 8 of the Food and Drugs Act which address food safety issues have been removed. The FSA is expected to closely work with the Government Analyst – Food and Drug Department under the Ministry of Public Health and the Guyana National Bureau of Standards on food safety standards and related issues.

The FSA will come into operation following the finalization of the administrative arrangements.

FEATURED TRADE AGREEMENT

GUYANA-BRAZIL PARTIAL SCOPE AGREEMENT

Brazil and Guyana signed a Partial Scope Agreement on 22 June 2001 and entered into force on May 31, 2004 (following CARICOM's review and certification). In 2008 the agreement was renewed by both sides indefinitely.

St. Kitts subsequently formally acceded to the Agreement on 27 February, 2014. The primary aim of the Agreement is to increase trade flows between Guyana and Brazil. This is to be achieved by both parties offering tariff preferences on products traded between them, once they satisfy the rules of origin provisions. However, as the agreement has a partial scope it means that only those products listed are given duty concessions in the markets of the signatory countries. In addition, if need be, the countries can also apply a safeguard measure by suspending or reducing tariffs for a period of one year.



In addition to tariff preferences, both Guyana and Brazil have agreed to not adopt any new non-tariff measures or other restrictions on the products identified under the agreement except where it may be necessary for national security and other urgent concerns as prescribed under GATT article XX and XXI. Further, products from Guyana do not have to pay the surcharge of freight for the renovation of the Merchant marine.

Important to note is that exporters' must produce the following documents when conducting trade with Brazil:

- A Commercial Invoice,
- A sworn declaration or some other legal document outlining the company's name and legal address, relevant tariff heading, FOB value, description of production process and components of the product. Once this has been produced, it covers trade over a period of 180 days.
- A Certificate of Origin to be issued by the relevant competent government authority. This must also specify details of the product to be exported. This

Guyana-Brazil- St. Kitts Partial Scope Agreement

Status: Active

In force: 31, May 2004

Agreement type: Partial scope agreement covering goods trade

Country grouping: Plurilateral- Brazil, Guyana, St. Kitts

must be issued in both English and Portuguese and is valid for a period of 180 days.

The Agreement is not cast in stone; it could be amended or the parties could completely withdraw. Further, there is a mechanism for addressing complaints and disputes through the Administrative Commission. The Rules and Procedures of the Administrative Commission stipulate that the Administrative Commission shall hold *Ordinary Meetings* at least once per year and *Extraordinary Meetings* whenever both parties deemed necessary. The Ordinary Meetings shall be held alternately in Guyana and Brazil and the Extraordinary Meetings shall be held in any venue mutually agreed by the Parties.

2001 - PREFERENCES GRANTED UNDER THE AGREEMENT

Guyana Product List

Brazil grants 100% duty reduction (zero duty) to the full list of 127 tariff lines requested by Guyana. That means that Brazil has eliminated import duties (100% preference) for all products on the Guyana List including those products that are subject to quotas.

Further, exporters will now be able to export annual quotas of sugar (10,000 tons), rice (10,000 tons) and red peppers (100 tons).

The Guyana list of products include rice (all categories), sugar, bottled rum, copra, fruits and vegetables, a wide range of primary agricultural products, calcined bauxite, plywood, PVC pipes, corrugated cardboard, paper towels, chemical paper and aluzinc sheets.

Brazil Product list

The Brazilian product list consists of 830 tariff lines. Guyana grants a 100% preference (full tariff reduction) on 653 tariff lines, 50% preference on 155 tariff lines, 25% preference on 6 tariff lines and 15% preference on 16 tariff lines.

The Brazilian product list includes a wide range of products. For example, capital goods such as machinery and parts and building materials such as steel products were granted 100% preference (zero duty). The agriculture-based products for which the current CET ranges from zero to 20% mostly, will attract 100% preference or zero duty rate. The manufactured or industrial products including parts will attract a preference or duty reduction of either 50% or 100%.

2010 - ADDITIONAL LIST OF GUYANESE PRODUCTS APPROVED BY BRAZIL

At the Second Meeting of the PSA Administrative Commission, held in Brasilia on October 15, 2010 to review the Agreement, Brazil agreed to an across the board 100% duty reduction (full duty free market access) on an **additional** list of products of exportable interest to Guyana, comprising sixty (60) tariff lines. That list includes, mainly, wheat or meslin flour (HS 1101); Pasta, Noodles etc. (HS 1902); Jams and Jellies (HS 2007); Fruit juices (HS 2009); Rum and other spirits (HS 2207 and 2208); and Pharmaceuticals (HS 3004).

Following extensive exchanges with Brazil, the additional products were ratified by Brazil on July 8, 2015.

2017 – GUYANA’S REQUEST TO INCREASE THE QUOTAS ON RICE AND SUGAR

At the 3rd Meeting of the Administrative Commission under the Guyana/Brazil/St. Kitts and Nevis Partial Scope Agreement that took place in Georgetown, Guyana on June 28 - 29, 2017, Guyana sought to have the quotas for sugar increased from 10,000 tons to 25,000 tons and rice from 10,000 tons to 100, 000 tons annually.

Brazil agreed to increase Guyana’s rice quota from 10,000 ton to 24,000 tons. Further, Brazil agreed to continue consultations on Guyana’s request for the full amount of 100,000 tons to be allowed under the agreement. Brazil has also indicated willingness to continue consultations on Guyana’s request for an increase in the sugar quota from 10,000 tons to 25,000 tons.



Pasta and noodles produced by the Beharry Group of Companies.

Address: 191 Wellington & Charlotte Streets, Lacytown,
Georgetown, Guyana

Tel#: 592-227-0632, 227-2526

Email: ebbsec@beharrygroup.com

EXPORT MARKET INSIGHT

Brazil



Economic Structure and Performance

Brazil is the largest country in South America with a land mass of 8,358,140 sq. km and a population of 208.8 million persons based on 2018 estimates². It is the second largest economy in the Western Hemisphere after the United States of America and the eighth largest economy in the world with a GDP of US\$3.248 trillion in 2017 and a per capita GDP of US\$16,199.³.

Following one of its worst recessions in 2015 and 2016, the country experienced a GDP growth rate of 1% in 2017 ⁴and 1.1% in 2018. It is estimated to see further growth of 2% in 2019 and range between 2% to 2.3% from 2020 to 2024 according to the IMF World Economic Outlook.

Brazil has a diversified economy owing to its vast natural resources which include alumina, bauxite, gold, iron ore, manganese, nickel, uranium, hydropower, timber etc.

Brazil's economy is driven by services which account for approximately 72.7% of its GDP. Noteworthy is its sophisticated financial services sector and its global popularity as a tourist destination. ⁵.

Industry and agriculture account for 20.7% and 6.6% of GDP, respectively. ⁶. Brazil is a producer of high technology manufactured goods such as cars, trucks, planes, ships, satellites, offshore oil platforms; as well as consumer products such as textiles and shoes. The country also has a large and internationally competitive agribusiness sector. Its main products are coffee, soybeans, wheat, rice, corn, sugarcane, cocoa, citrus and beef.

The country generally runs a balance of trade surplus. In 2018 it exported US\$272.64 billion worth of goods and services while importing US\$253.46 billion based on World

² <https://www.cia.gov/library/publications/the-world-factbook/geos/br.html>

³ <https://www.cia.gov/library/publications/the-world-factbook/geos/br.html>

⁴ <https://www.cia.gov/library/publications/the-world-factbook/geos/br.html>

⁵ <https://www.cia.gov/library/publications/the-world-factbook/geos/br.html>

⁶ <https://www.cia.gov/library/publications/the-world-factbook/geos/br.html>

Bank estimates. Its main exports reflect a mixture of agriculture products as well as manufactured items including; iron ore, soybeans, footwear, coffee and automobiles. High technology exports account for approximately 13% of total manufactured exports.

Brazil's main trading partners are China, the United States, Argentina, Germany and the Netherlands. In 2017, China accounted for 21.8% of Brazil's exports and 18.1% of its imports.⁷

Climate for Doing Business

Based on the World Bank doing business index, Brazil does not appear to have the best climate for doing business. This is supported by research from the U.S. Department of Commerce which notes that "Brazil can be a challenging market for doing business, partly due to a complicated regulatory environment."

Brazil's economy is ranked at 109 out of 190 countries in terms of the 2019 ease of doing business index, *albeit* an improvement from 125 in 2018. It ranks poorly with respect to starting a business (140); dealing with construction permits (175) and registering property (137). The World Bank estimates that it takes 20.5 days to start a business in Brazil. This represents a significant improvement from previous years and reflects attempts by the Brazilian government to implement electronic means of facilitating the business start-up process such as issuing licenses.

Further, according to the U.S. Department of Commerce⁸ "Brazil ranks 137 out of 138 economies for burden of regulation, ahead of only Venezuela". Brazil's challenging regulatory environment is attributable to "distribution costs, government bureaucracy, employee benefits, complex labor code, environmental laws, intellectual property laws, and a complex tax structure, high logistics costs given the lack of sufficient infrastructure, high tariffs, a complex legal system and customs procedures present additional challenges in some sectors."⁹

⁷ <https://www.cia.gov/library/publications/the-world-factbook/geos/br.html>

⁸ <https://www.export.gov/article?id=Brazil-Trade-Barriers>

⁹ <https://www.export.gov/article?id=Brazil-Trade-Barriers>

With respect to competitiveness, according to the World Economic Forum's Global Competitiveness Index 2017-18 edition, Brazil ranks 73 out of 137 countries in the level of infrastructure development.

Opportunities for Guyanese Exporters

Under the Guyana- Brazil-St. Kitts Partial Scope agreement Guyanese firms have the opportunity to export a range of products on preferential terms to Brazil including products for which we have a known comparative advantage and are therefore in a position to expand exports of, with investments to boost our product capacity. Examples include; sugar, rice, peppers, pasta, rum, fruit juices.

However, Brazil's strong manufacturing capacity and diversified resource base means that the country already has a strong productive capacity with respect to a range of products that Guyana may be unable to produce competitively. Further, the country's top two trading partners are China and the United States. As China's main selling point are low-prices products and the United States' high-quality, Guyana has to explore unique market niches in order to secure a footing in the Brazilian market, especially in cultural goods and services. The sheer size of the Brazilian economy offers many opportunities in this regard.

A notable opportunity is in the Education market. Approximately 38.18% of Brazil's population is under 24 years old according to the CIA World Fact book. Brazil is also the fifth largest higher education market in the world and the largest higher education market in Latin America with approximately 52,515 students studying abroad based on UNESCO student mobility number.¹⁰

According to the U.S. Department of Commerce while "the internationalization of higher education is a subject that is gaining increasing relevance both for public and private Brazilian Higher Education Institutions ... available English language courses at Brazilian universities are still limited but growing." There is therefore scope for English language trainers and training programs, which Guyana can seek to explore.

¹⁰ <https://www.export.gov/article?id=Brazil-Education>

Another opportunity, though minute, is in franchising for well-developed Guyanese brands such as El Dorado rum. Brazil is the fourth largest market in the world in terms of the number of franchise chains.¹¹

Market Entry Factors for Consideration

Exporters and firms interested in having a commercial presence in the Brazilian market should bear the following considerations in mind with respect to market entry:

- **Business Customs**

When formulating business relationships face-to-face contact is preferable. According to research by the U.S. Department of Commerce “Brazilian executives do not react favorably to quick and infrequent visits by foreign sales representatives, or to changes in the negotiating team. They prefer a more continuous working relationship, ideally involving multiple visits/meetings with the same person or group of people.”

- **Licensing Requirements for Professional Services**

Many professions in Brazil are regulated or inspected by councils and registration with these councils is mandatory according to the laws of Brazil before a service provider can practice a profession.

- **Labeling/ marking requirements**

All products imported into Brazil must be labelled in the Portuguese language.

- **Distribution Networks**

Brazil has numerous international and domestic airports; about 136 of which are served by scheduled flights. However, there are no direct flights to Brazil from Guyana. Travelers via air will have to transit through Suriname or Panama City.

Further, while Guyana and Brazil share a physical border transportation network between the two countries requires further infrastructural development for trade to be fully exploited

¹¹ https://www.franchise.org/sites/default/files/2019-05/USCS_Franchising_Resource_Guide_2018.pdf

to the benefit of Guyanese firms. Within Brazil however, the transportation system is well-developed and includes subways, buses and taxis.

- **Distribution channels**

Among others, Brazil has the following import channels: agents, distributors, import houses, trading companies, subsidiaries and branches of foreign firms among others.

- **Standards**

The National Institute of Metrology, Standardization and Industrial Quality (INMETRO) is the main national accreditation body and oversees implementation of the national policies regarding quality and metrology established by The National Metrology, Standardization and Industrial Quality Council (CONMETRO). INMETRO is responsible for certification of products, services, licensing, and testing labs, among other duties.

- **Due diligence**

It is always advisable to conduct due diligence on potential partners before signing a contract. Assistance in this regard, can be sought from Guyana's embassy and consulate offices in Brazil.

- **Selling factors**

While price and quality are important selling factors, also very important according to research by the U.S. Department of Commerce .is adapting products to local technical requirements and culture and other factors such as customer service.

- **Customs, Regulations and Standards**

It is critical that exporters ensure that all relevant customs and other documentation are accurately filled out in order to avoid seizures of shipments and unnecessary delays. Working with a customs broker based in Brazil is therefore strongly advised.

It is also useful to note that Brazil uses a computerized system (SISCOMEX- Foreign Trade Integrated System) which reduces the amount of paperwork required.

- **Import Requirements and Documentation**

Before products have been shipped or after the goods have been shipped but prior to customs clearance, both exporters and importers are required to register with the Foreign

Trade Secretariat (SECEX) and secure the relevant license or documentation approving trade in the product.

- **Trade Promotion and Advertising**

Given the size of the Brazilian market and the diversity of products already on the market, it is strongly advised that exporters consider trade promotion and advertising activities in order to secure a stronger presence in the Brazilian market. There are several options in this regard but noteworthy are magazines such as the popular *Veja* which has a circulation of over one million copies. Trade fairs are also important. “The city of São Paulo hosts around 300 trade fairs per year. Other principal cities host significant shows as well, e.g. Rio for the oil and gas industry and Belo Horizonte for mining. These events attract many visitors and exhibitors from Brazil and foreign countries.”

The Ministry of Foreign Affairs through its embassies, can be approached to obtain more information regarding trade fairs in Brazil.

- **Business collaborations**

Long-term market success requires establishing a local presence in Brazil, either in person, or via an agent/distributor. Joint ventures are also very common for establishing a footing in the Brazilian market and typically take the form of corporations and limited partnerships.

In fact, having a local partner is crucial to be able to compete in heavily regulated industries such as telecommunications and energy; as well as to secure government contracts. As it relates to the latter, government is the largest buyer of goods and services in Brazil and offers a margin of preference to domestic firms bidding on government contracts. This may place foreign firms at a disadvantage but cannot be circumvented because Brazil is not a signatory to the World Trade Organization's (WTO) Government Procurement Agreement. Further, Brazil's government procurement regulations require that suppliers of goods and services should be registered and approved as official suppliers. To circumvent these limitations, it is advised that Guyanese firms seeking to enter the Brazilian market collaborate with a local partner in Brazil.

- **Legal representation**

It is advised that potential traders seek legal representation within Brazil before signing any agreement to ensure that there is full compliance with Brazilian laws and safeguard payments etc.

- **Methods of payment**

Traditional letters of credit or payments through banks with correspondent banking agreements overseas are the main methods of payment.

- **Language for doing business**

Portuguese is the national language and is therefore more often used in business meetings.

- **Other barriers to trade and investment**

In addition to some of the aforementioned factors, the level of corruption could also pose a barrier to trade. Brazil has been hit by multiple corruption scandals involving both private companies and government officials.

Another barrier to trade relates to Brazil's preference for the use of Methyl Bromide to fumigate rice prior to shipment as opposed to Phostoxin which is presently used by Guyana. Guyana requested formal approval by Brazil for equivalent recognition of the use of Phostoxin in the place of Methyl Bromide under Article IV of the WTO/SPS Agreement. This request is still pending a decision by the authorities in Brazil.



Guyanese hot wiri wiri peppers, ideal as an input into a range of manufactured food products, including hot sauce!



Sugarcane crystals and molasses produced in the Demerara region!

Guide for Importing Goods into Guyana from Brazil

It is important to note that the import and export process begins with registration. Importers and exporters must complete an Application for Registration with the Guyana Revenue Authority. The applicant will receive a customs registration number that will be used in completing all import and export documentation. The Ministry of Business issues both import and export licenses. A list of products requiring an import license is available from the Guyana Revenue Authority Customs Division, and can also be accessed through a customs broker.



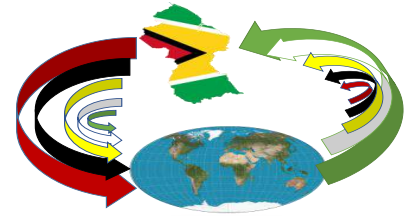
Below is a list of agencies involved in the import and export process:

- MoB - Ministry of Business
- MoPH - Ministry of Public Health –Government Analyst Food and Drug Dept.
- GRA - Guyana Revenue Authority
- MoA - Ministry of Agriculture (sanitary requirements)
- Commercial Banks – Republic Bank, Scotia Bank, Guyana Bank for Trade & Industry, Demerara Bank, and Citizens Bank

For imports a Consignee/Declarant is required to submit the following documents:

- Commercial Invoice
- Bill of Lading
- Free sale certificate/Health certificate
- eSAD-Electronic Standard Administrative Document
- Water Content Certificate - in cases of Tiles
- Import Licence for items such as cooking oil et al
- Pesticide Licence from the Pesticide Board

Guide for Exporting from Guyana to Brazil



The Brazilian economy has a large market that offers endless opportunities for trade. This requires that exporters be knowledgeable of the procedures that must be followed for their product to enter the market in compliance with the country's administrative and customs requirements and rules.

Below is a non-exhaustive list of Brazilian agencies involved in the import/export process, as provided by the Foreign Ministry of Brazil.

- MDIC - Ministry of Development, Industry and Foreign Trade
- RFB - The Internal Revenue Authority
- APEX - Brazilian Trade and Investment Promotion Agency
- BNDES - National Development Bank
- ABGF - Brazilian Guarantees Agency
- Bank of Brazil
- The Central Bank of Brazil (Exchanges)
- MAPA/VIGIAGRO - Ministry of Agriculture, Animal Husbandry and Supplies/System for International Agricultural Surveillance (for sanitary requirements)
- ANVISA - National Health Surveillance Agency
- INMETRO - National Institute of Metrology, Quality and Technology (Technical regulations).

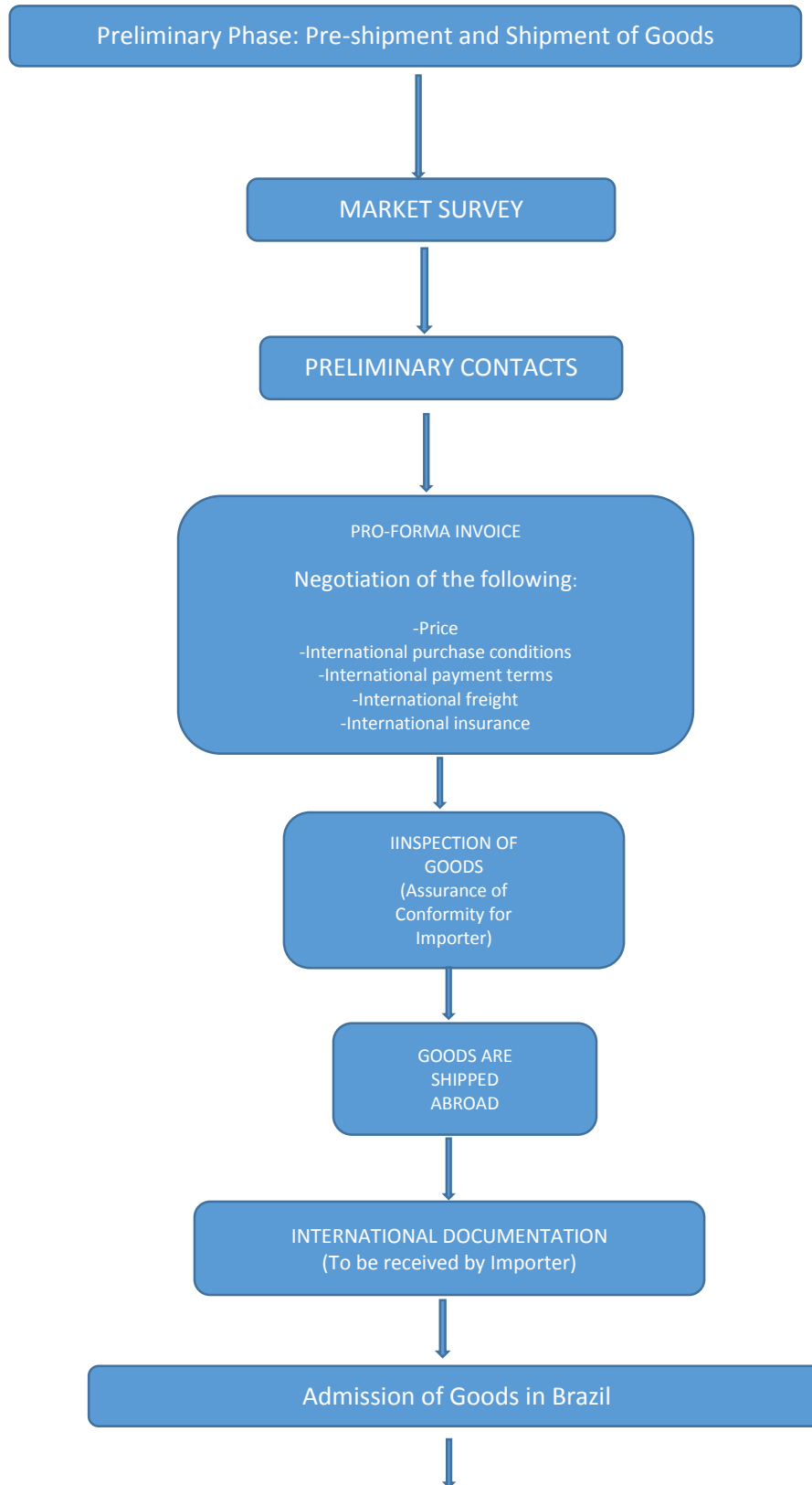
It is important to note the following official documents required by the Federal Revenue and Customs Administration of Brazil (RFB) to customs clear imported goods:

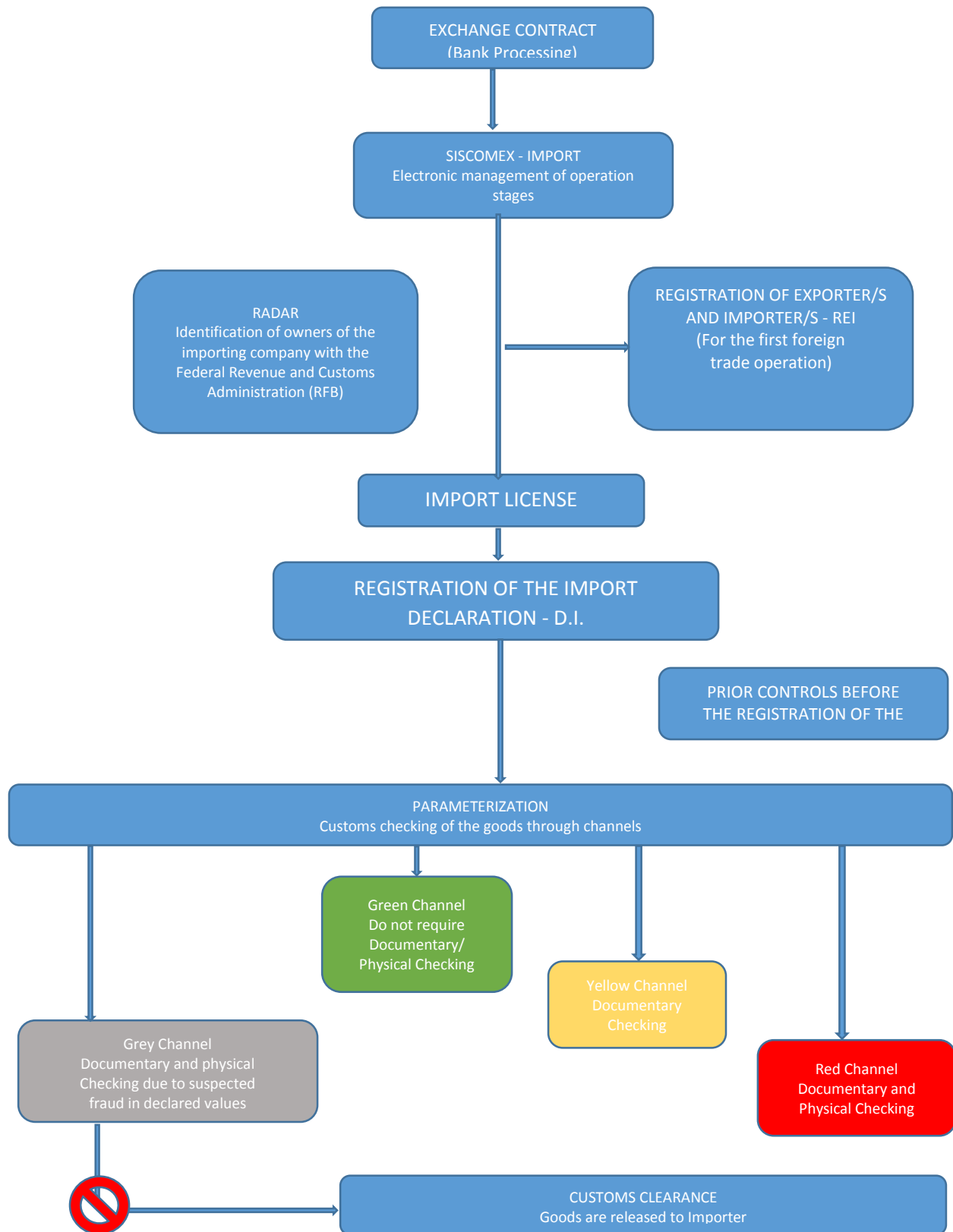
- Commercial invoice
- Bill of Lading (B/L) in the case of maritime shipping
- Air waybill (AWB) in case of air shipping
- CRT (road waybill) in case of borders
- Packing List
- Certificate of Origin
- Inspection Certificate (if the Brazilian buyer requires the document)
- Insurance Certificate (in case of CIF/CIP)

For a complete guide on how to export to Brazil, you can access the following link online:

https://mfa.gov.ua/mediafiles/sites/rei/files/ex/61421291_dod.pdf

ADMINISTRATIVE AND CUSTOMS FLOWCHART OF BRAZILIAN IMPORTS







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Email: info@namilcoflour.com

CSME CORNER



The Protocol on Contingent Rights

The Protocol on Contingent Rights was adopted and opened for signature at the 39th Regular Meeting of the conference of Heads of Government of the Caribbean Community on July 6, 2018 in Montego Bay, Jamaica.

The Protocol in effect means the rights to which CARICOM nationals (principal beneficiary), their spouses and immediate dependents are entitled to, contingent on the right exercised by the principal beneficiary such as; the right of establishment, provision of services, movement of capital or free movement of skills in another member state.

Subject to Articles IV, VI and VIII of the Protocol, Member States have agreed to grant to the principal beneficiary and his or her spouse and their dependents the following contingent rights:

1. The rights of a principal beneficiary resident in a host country, his or her spouse or their dependents to transfer capital into and from a host country subject to Articles 43 of the Treaty;
2. The right of a spouse or dependents of a principal beneficiary resident in a host country to leave and re-enter a host country;
3. The right of the spouse of a principal beneficiary resident to resident in a host country to work in a host country without the need for a work permit;
4. The right of a principal beneficiary resident in a host country and his or her spouse to access on a non-discriminatory basis lands, buildings and other property for residential or business purposes reasonably connected with the exercise of the rights of the principal beneficiary;
5. The rights of the dependent children of the principal beneficiary resident in a host country to access primary education on a non-discriminatory basis, where and to the extent provided by the Government of the host country;
6. The right of a principal beneficiary resident in a host to import into the host country free of duties within six months of being granted a stay, subject to the principal beneficiary having already satisfied the duty regime in another member state, tools of trade that are-

- a) reasonably connected with the exercise of any of the primary rights of the principal beneficiary;
- b) in the possession of the principal beneficiary in the exercise of any of those rights; and
- c) located in a member state.

Notwithstanding the aforementioned rights to be granted to a principal beneficiary and his or her spouse and their dependents, Article III of the Protocol also makes provision for potential rights that are to be extended to a principal beneficiary and his or her spouse and their dependents as contingent rights in a phased approach once agreed upon: These potential rights are as follows:





















1. the right of a spouse of the principal beneficiary resident in a host country, to remain in the member state following termination of marital relationship subject to the provisions of Article IX of the Protocol;
2. the right of the dependent children of the principal beneficiary resident in a host country to remain in the member state on acquiring independent status subject to Article IX of the Protocol.
3. the right of the dependent children of the principal beneficiary resident in a host country, until they attain the age of majority, to work in the member state without a work permit;
4. the right of the dependent children of the principal beneficiary resident in a host country to access on a non-discriminatory basis, where provided by the Government of the host country the following-
 - pre-primary education
 - secondary education
 - uniforms, meals, books and transportation;
5. the right of the principal beneficiary resident in a host country, his or her spouse or their dependants to access primary health-care on a non-discriminatory basis;
6. the right of a principal beneficiary resident in a host country, his or her spouse or their dependants to access national scholarships or bursaries on a non-discriminatory basis, and

7. the right of a principal beneficiary resident in a host country to import free of duties, within six months after being granted an indefinite stay, personal effects, a reasonable quantity of household effects commensurate with the size of the household and a motor vehicle subject to the national regulation of the host country.

Guyana signed the Protocol on Contingent Rights on December 4, 2018 at the 18th Special Meeting of the Conference of Heads of Government on the CARICOM Single Market and Economy. While Guyana is yet to make the necessary legal amendments so that the Protocol could be fully enacted, the Protocol will be implemented administratively until such time.

To date all twelve of the CARICOM Member States of participating in the CARICOM Single Market and Economy (CSME) have signed the Protocol on Contingent Rights. Nine of those member states have signaled their intent to provisionally apply the Protocol: Antigua and Barbuda, Barbados, Dominica, Grenada, Guyana, St. Kitts and Nevis, Saint Lucia, St. Vincent and the Grenadines and Trinidad and Tobago.

Match the country with the year they joined CARICOM

STATUS		CARICOM COUNTRIES	DATE
Full members		Antigua and Barbuda	2 July 2002
		The Bahamas	1 August 1973
		Barbados	4 July 1995
		Belize	4 July 1974
		Dominica	1 August 1973
		Grenada	1 May 1974
		Guyana	1 May 1974
		Haiti	26 July 1974
		Jamaica	4 July 1983
		Montserrat	1 May 1974
		St. Kitts and Nevis	1 August 1973
		Saint Lucia	1 May 1974
		St. Vincent and the Grenadines	August 1973
		Suriname	1 May 1974
		Trinidad and Tobago	1 May 1974
Associate members		Anguilla	July 1991
		Bermuda	16 May 2002
		British Virgin Islands	July 1991
		Cayman Islands	2 July 2003
		Turks and Caicos Islands	July 1999

Check your Knowledge!!



CARICOM COUNTRIES		STATUS
DATE JOINED		
4 July 1974	Antigua and Barbuda	Full members
4 July 1983	Bahamas	
1 August 1973	Barbados	
1 May 1974	Belize	
1 May 1974	Dominica	
1 May 1974	Grenada	
1 August 1973	Guyana	
2 July 2002	Haiti	
1 August 1973	Jamaica	
1 May 1974	Montserrat	
26 July 1974	Saint Kitts and Nevis	
1 May 1974	Saint Lucia	
1 May 1974	Saint Vincent and the Grenadines	
4 July 1995	Suriname	
1 August 1973	Trinidad and Tobago	Associate members
July 1999	Anguilla	
2 July 2003	Bermuda	
July 1991	British Virgin Islands	
16 May 2002	Cayman Islands	
July 1991	Turks and Caicos Islands	

INVESTING IN GUYANA

REGULATORY FRAMEWORK

The 2004 Investment Act provides the regulatory environment for the treatment of foreign investors.

LEGISLATION AND INVESTMENT FRAMEWORK

- The institutional framework by which incentives are currently granted is set out in the following legislation-
 - ❖ *Investment Act, No. 1 of 2004;*
 - ❖ *Income Tax (in the Aid of Industry) Act;*
 - ❖ *Income Tax Act, Cap. 81:01; Cap. 81:02;*
 - ❖ *Corporation Tax Act, Cap. 81:03;*
 - ❖ *Value Added-Tax Act, Cap. 81:05;*
 - ❖ *Excise Tax Act, Cap. 82:03;*
 - ❖ *Capital Gains Tax Act, Cap. 81:20;*
 - ❖ *Property Tax Act, Cap. 81:21;*
 - ❖ *Customs (Amendment) Order, No. 1 of 2004;*

For more information see: <http://goinvest.gov.gy/investment/legislations/>

- ▶ The *Investment Act* permits investors to invest in and operate enterprises in all fields of lawful economic activity including, energy.
- ▶ Pursuant to the Act, the Government will not discriminate against types of Investments, investors (local or foreign), or types of venture (company, joint venture, partnerships or sole trading), so long as the investment is sound and duly effected by a legally constituted body/person.

IMMIGRATION REGULATION

- ▶ An Immigration Officer has the authority to grant a foreign national a Permit to enter Guyana for a period not exceeding three months, providing that the foreign national has satisfied that they are in possession of the following:
 - ▶ A valid Passport (valid for more than six months)
 - ▶ A valid single or multiple-entry visa, if one is required.
 - ▶ A valid Work Permit or extension of stay previously granted by the Department of Citizenship.
 - ▶ A valid return ticket to the country of origin

- ▶ An adequate sum of money to cater for his/her stay in Guyana
- ▶ A valid Medical Certificate indicating that he/she is free from any communicable disease (yellow fever)
- ▶ All CARICOM Nationals are granted an automatic stay of six months upon entry into Guyana. Nationals of Member states participating in the CSME moving under the Free Movement of Skills Regime can enter Guyana without the need for a work permit and be granted indefinite stay once the national possesses a CSME Skills Certificate.
- ▶ Applications for entry visas could be made with the Department of Citizenship in Guyana or any Guyana Mission Overseas.

WORK PERMITS

- ▶ Foreign Nationals seeking to exercise employment in Guyana are required to obtain a Work/ Residence Permit from the Department of Citizenship.
- ▶ The processing of the Work Permit takes two to three weeks.
- ▶ CARICOM nationals who are graduates of the University of the West Indies and the University of Guyana do not need a Work Permit to work in Guyana. Other exempted categories are:
 - i. Other skilled and professional personnel
 - ii. Contract workers on a seasonal basis
 - iii. Persons engaged in the visual and performing arts
 - iv. Persons engaged in sports
 - v. Persons engaged in the media

FINANCIAL REGULATIONS

- ▶ Non-residents are allowed to open foreign currency accounts without the prior approval of the Central Bank.
- ▶ Foreign-based companies and their subsidiaries may borrow in Guyana with the permission of the Minister of Finance.
- ▶ There are no restrictions on the repatriation of capital and investment income.





Coconut water. Nature's perfect source of electrolytes!

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Tel#: 592- 689 3061

Email: ramotarinvestment@yahoo.com

EXPORT SUCCESS STORY

Pomeroon Agro-Processors Association

Every Guyanese home must be fully stocked with flavourful condiments and seasonings for every meal, this

is the objective of the Pomeroon Women's Agro-Processors Association (PWAA). By utilizing traditional techniques with a touch of ingenuity and trade secrets this Association is well on their way to achieving their objective by creating a range of products that are of high quality, flavourful and healthy.

Registered in 2002 as a co-operative society by 14 women, PWAA is a result of the sheer force of will and enterprising spirit of these women in the Pomeroon riverain area of the Pomeroon – Supernaam region. Acting Chairperson Ms. Thelma Bess recalled that when the group first started members willingly volunteered their free time, resources, money and energy into making it a reality. They volunteered for several months until the business became profitable enough that they could receive a salary. Today, the group has reduced to 10 women who nonetheless see themselves as motivated entrepreneurs that have taken control of their economic wellbeing and financial independence.

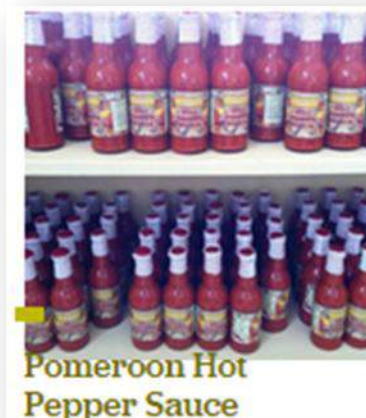
The PWAA is part of the Women's Agro-Processors Development Network (WADN) of Guyana, which is registered as under the Friendly Societies Act and their association is also part of the Caribbean Network of Rural Women Producers (CANROP) along with three other local women's groups. CANROP has chapters in Guyana, Jamaica, St Lucia, Antigua and Barbuda, Bahamas, Grenada and Trinidad and Tobago, all of whom are guided by the same objective of promoting "...gender equality and empowerment of women through knowledge and skills sharing, enabling members to develop production and business skills that will build a foundation for a better future." Across the region CANROP provides support and training so that women can build their self-esteem, confidence,

Pomeroon Women's Agro-Processors' Association



decision making ability and leadership skills that will help them to continue flourishing and developing from rural women producers into a strong business network.

Products of the PWAA have been gaining popularity and recognition in the local market owing to their high quality, taste and affordable prices. Also the agricultural produce used to make their products comes from one of the most arable parts of the country with very fertile soil and bountiful supply of fresh water from the Pomeroon River. Thereby, they have created economic linkages for the direct and indirect benefit of farmers, workers, boat operators and many other members of the community.



Marketed under the brand Pomeroon Delight, PWAA's products include Carambola Cake Mix which is used in fruit cake and traditional Guyanese black cake, popularly served during the Christmas season and weddings. A major export of the Pomeroon area is coconuts and several of its by-products, one such by-product produced by this group is the Virgin Coconut Oil which has been growing in popularity both locally and in the Caribbean region. Their Green Seasoning is the perfect combination of herbs and spices that will do well in every kitchen. Other products include Brown Sauce which is a necessity for stews and sauces, while the Green Mango Achar is the perfect condiment for several Guyanese meals.

Accessing domestic and international markets is a top priority for PWAA. They currently sell to over 100 supermarkets, grocers and market vendors in Regions 2, 3, and 4 along with the Guyana Shop. Larger purchasers and the Guyana Shop are important to them, since they purchase in bulk which makes it cost effective to transport the products over the long distance between the Pomeroon and Georgetown. Through the support of the New Guyana Marketing Corporation, the PWAA has been able to export their virgin coconut oil to St Vincent and the Grenadines and Antigua and Barbuda, and their sights are set on getting their products to the rest of the region.

Though the PWAA has been growing from strength to strength over these 18 years, further expansion of their business has been hindered by several challenges. Most of their products are prepared by hand thus there is an urgent need for mechanization which can increase efficiency and production capacity. Furthermore, owing to the remoteness of the Pomeroon products they have to be transported by



boat and vehicles over long distances, resulting in high transportation costs to ship the products out and to get packaging material in.

Notwithstanding the challenges, members of the Association are optimistic about the future and the range of possibilities that can grow of their business. They would like more women to join the Association and increase their range of products. Getting their products to more shelves across the country and Caribbean Region is another goal they are vigorously pursuing. Also they hope to acquire a vehicle to do their own transportation and are keen on large scale distributors who can purchase in large quantities and have a further reach.



GUYANA IN THE MULTILATERAL TRADING SYSTEM

Guyana-Brazil Trade Relations in Brief

Brazil is Guyana's largest neighbour, and by far the largest market on its immediate border. It has a population of some 209 million and a GDP estimated at US\$2.055 trillion (2018 World Bank estimate). The North of Brazil, geographically closest to Guyana, covers 45 percent of Brazil but accounts for merely 5 percent of its GDP, nevertheless representing over US\$100 billion or more than the entire CARICOM area. The States of Roraima and Pará border Guyana and, Amazonas is home to the Manaus Free Zone, which is closer to the Atlantic through Guyana than through Brazil itself.

That said, Brazil remains a challenging market for several reasons. First, the country produces many of the products of export interest for Guyana, including rice, sugar, fruits, timber and minerals. Secondly, the Brazilian market is also highly regulated, including stringent sanitary and phytosanitary requirements, and by official accounts relatively closed. A third factor is the paucity of infrastructural links and connectivity to facilitate the movement of goods and services between the two countries. A fourth, of course, is the language and cultural differences. Effectively navigating these and other challenges would be important to entry and consolidation of Guyana's exports in Brazil.

A significant proportion of existing trade is conducted under the regime of the Partial Scope Agreement (PSA), which allows currently for the export by Guyana of 187 tariff lines, with an additional 14 lines agreed, subject to formalization. Over the period 2014-2018, over 98 percent of Guyana's exports to Brazil were under the PSA. However, Guyana's exports remain limited in scope and volume as evidenced by the dominance of rice in recent years. During the period 2014-2018, Guyana's exports to Brazil were a mere 0.40 percent of total exports over the said period, i.e. US\$29 million out of a total export value of US\$7.2 billion. The reasons for this low trade turnover are partially explained by the factors cited previously. On the other hand there is little evidence of a strategic concerted focus on trade with Brazil or with South America, for that matter. This lacuna will need to be addressed if the benefits of our continental destiny are to be optimized.



Written by:
William J. E. Harris
Former Second Secretary
Embassy of Guyana to Brazil
Sunrise: November 3, 1986 –
Sunset: October 9, 2019

A series of interrelated actions at the policy and operational levels are needed over time in order to consolidate and grow Guyana's exports to Brazil. These include developing a clear strategy for trade and export promotion, operationalizing and/or enhancing the delivery of existing bilateral agreements: the International Road Transport Agreement for the movement of passengers and goods (IRTA); the Agreement on Cooperation and Facilitation of Investment (ACFI); the Partial Scope Agreement; enhancing the logistical conditions for trade, including progress on the Lethem-Linden road and a deepwater port in Guyana, and the question of air-links. Addressing supply-side constraints relating to production, productivity, quality and standards will be imperative. Attention to services, including leveraging Guyana's strengths as Brazil's English-speaking neighbour, will pay dividends over time. Perhaps, as a first step, an initial complement of established local producers of recognized brands might be identified, subject to their interest and willingness to explore the Brazil market.



Staff of the Embassy of Guyana in Brasilia

BUSINESS DEVELOPMENT TIP

CONTRACTS FOR SMALL FIRMS: ITC MODEL CONTRACT FOR THE INTERNATIONAL SALE OF GOODS

PARTIES:

Seller

Name (name of company)
Legal form (e.g. limited liability company).....
Country of incorporation and (if appropriate) trade register number.....
Address (address of place of business of the Supplier, phone, fax, e-mail).....
Represented by (surname and first name, address, position, legal title of representation).....

Buyer

Name (name of company).....
Legal form (e.g. limited liability company).....
Country of incorporation and (if appropriate) trade register number.....
Address (address of place of business of the Customer, phone, fax, e-mail).....
Represented by (surname and first name, address, position, legal title of representation).....
.....

1. Goods

- 1.1. Subject to the terms agreed in this contract, the Seller shall deliver the following good(s) (hereinafter: "the Goods") to the Buyer.
- 1.2. Description of the Goods (details necessary to define/specify the Goods which are the object of the sale, including required quality, description, certificates, country of origin, other details).
- 1.3. Quantity of the Goods (including unit of measurement).
 - 1.3.1. Total quantity.....
 - 1.3.2. Per delivery instalment..... (if appropriate)
 - 1.3.3. Tolerance percentage: Plus or minus% (if appropriate)
- 1.4. Inspection of the Goods (where an inspection is required, specify, as appropriate, details of organization responsible for inspecting quality and/ or quantity, place and date and/or period of inspection, responsibility for inspection costs).
- 1.5. Packaging.....
- 1.6. Other specification.....

2. Delivery

- 2.1. Applicable International Chamber of Commerce (hereinafter: ICC) Incoterms (by reference to most recent version of the Incoterms at date of conclusion of the contract).
- 2.2. Place of delivery.....
- 2.3. Date or period of delivery.....
- 2.4. Carrier (name and address, where applicable).....
- 2.5. Other delivery terms (if any).....

3. Price

- 3.1. Total price.....
- 3.2. Price per unit of measurement (if appropriate)
- 3.3. Amount in numbers.....
- 3.4. Amount in letters.....
- 3.5. Currency.....
- 3.6. Method for determining the price (if appropriate).....

4. Payment conditions

- 4.1. Means of payment (e.g. cash, cheque, bank draft, transfer).....
- 4.2. Details of Seller's bank account (if appropriate).....
- 4.3. Time for payment.....
- 4.4. The Parties may choose a payment arrangement among the possibilities set out below, in which case they should specify the arrangement chosen and provide the corresponding details:
 - Payment in advance *[specify details]*
 - Payment by documentary collection *[specify details]*.....
 - Payment by irrevocable documentary credit *[specify details]*.....
 - Payment backed by bank guarantee *[specify details]*.....
 - Other payment arrangements *[specify details]*.....

5. Documents

- 5.1. The Seller shall make available to the Buyer (or shall present to the bank specified by the Buyer) the following documents (tick corresponding boxes and indicate, as appropriate, the number of copies to be provided):
 - ☐ Commercial invoice.....The following transport documents (specify any detailed requirements).
 - ☐ Packing list.....
 - ☐ Insurance documents.....
 - ☐ Certificate of Origin.....

- ☐ Certificate of inspection.....
- ☐ Customs documents.....
- ☐ Other documents.....

5.2. In addition, the Seller shall make available to the Buyer the documents indicated in the ICC Incoterms the Parties have selected under Article 2 of this contract.

6. Non-performance of the Buyer's obligation to pay the price at the agreed time

6.1. If the Buyer fails to pay the price at the agreed time, the Seller shall fix to the Buyer an additional period of time of (*specify the length*) for performance of payment. If the Buyer fails to pay the price at the expiration of the additional period, the Seller may declare this contract avoided in accordance with Article 10 of this contract.

6.2. If the Buyer fails to pay the price at the agreed time, the Seller shall in any event be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after any judgment) at the rate of [*specify*] % per annum. [*Alternatively: Specify other rate of interest agreed by the Parties.*]

[Comment: The Parties should take into consideration that in some legal systems payment of interest is unlawful, or is subject to a legal maximum rate, or there is provision for statutory interest on late payments.]

7. Non-performance of the Seller's obligation to deliver the Goods at the agreed time

7.1. If the Seller fails to deliver the Goods at the agreed time, the Buyer shall fix to the Seller an additional period of time of (*specify the length*) for performance of delivery. If the Seller fails to deliver the Goods at the expiration of the additional period, the Buyer may declare this contract avoided in accordance with Article 10 of this contract.

[Option: "7.2 If the Seller is in delay in delivery of any goods as provided in this contract, the Buyer is entitled to claim liquidated damages equal to 0.5% (parties may agree some other percentage:... %) of the price of those goods for each complete day of delay as from the agreed date of delivery or the last day of the agreed delivery period, as specified in Article 2 of this contract, provided the Buyer notifies the Seller of the delay.

Where the Buyer so notifies the Seller within..... days from the agreed date of delivery or the last day of the agreed delivery period, damages will run from the

agreed date of delivery or from the last day of the agreed delivery period. Where the Buyer so notifies the Seller more than days after the agreed date of delivery or the last day of the agreed delivery period, damages will run from the date of notice. Liquidated damages for delay shall not exceed % of the price of the delayed goods. Liquidated damages for delay do not preclude avoidance of this contract in accordance with Article 10.”]

8. Lack of conformity

- 8.1. The Buyer shall examine the Goods, or cause them to be examined within as short period as is practicable in the circumstances. The Buyer shall notify the Seller of any lack of conformity of the Goods, specifying the nature of the lack of conformity, within days after the Buyer has discovered or ought to have discovered the lack of conformity. In any event, the Buyer loses the right to rely on a lack of conformity if he fails to notify the Seller thereof at the latest within a period of two years (other period of time) from the date on which the Goods were actually handed over to the Buyer.
- 8.2. Where the Buyer has given due notice of non-conformity to the Seller, the Buyer may at his option:
- 8.2.1. Require the Seller to deliver any missing quantity of the Goods, without any additional expense to the Buyer;
 - 8.2.2. Require the Seller to replace the Goods with conforming goods, without any additional expense to the Buyer;
 - 8.2.3. Require the Seller to repair the Goods, without any additional expense to the Buyer;
 - 8.2.4. Reduce the price in the same proportion as the value that the Goods actually delivered had at the time of the delivery bears to the value that conforming goods would have had at that time. The Buyer may not reduce the price if the Seller replaces the Goods with conforming goods or repairs the Goods in accordance with paragraph 8.2.2 and 8.2.3 of this Article or if the Buyer refuses to accept such performance by the Seller;
 - 8.2.5. Declare this contract avoided in accordance with Article 10 of this contract.

The Buyer shall in any event be entitled to claim damages.

[Option: “8.3 The Seller’s liability under this Article for lack of conformity of the Goods is limited to [specify the limitation(s)].”]

9. Transfer of property

The Seller must deliver to the Buyer the Goods specified in Article 1 of this contract free from any right or claim of a third person.

[Option: "Retention of title. The Seller must deliver to the Buyer the Goods specified in Article 1 of this contract free from any right or claim of a third person. The property in the Goods shall not pass to the Buyer until the Seller has received payment in full of the price of the Goods. Until property in the Goods passes to the Buyer, the Buyer shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property".]

10. Avoidance of contract

10.1. There is a breach of contract where a party fails to perform any of its obligations under this contract, including defective, partial or late performance.

10.2. There is a fundamental breach of contract where:

10.2.1. Strict compliance with the obligation which has not been performed is of the essence under this contract; or

10.2.2. The non-performance substantially deprives the aggrieved party of what it was reasonably entitled to expect under this contract.

[Option: "The Parties additionally agree that the following is to be considered as a fundamental breach of contract:

(Specify the cases that constitute a fundamental breach of contract e.g. late payment, late delivery, non-conformity, etc.)."]

10.3. In a case of a breach of contract according to paragraph 10.1 of this Article, the aggrieved party shall, by notice to the other party, fix an additional period of time of (specify the length) for performance. During the additional period of time the aggrieved party may withhold performance of its own reciprocal obligations and may claim damages, but may not declare this contract avoided. If the other party fails to perform its obligation within the additional period of time, the aggrieved party may declare this contract avoided.

10.4. In case of a fundamental breach of contract according to paragraph 10.2 of this Article, the aggrieved party may declare this contract avoided without fixing an additional period of time for performance to the other party.

10.5. A declaration of avoidance of this contract is effective only if made by notice to the other party.

11. Force majeure – excuse for non-performance

- 11.1. “*Force majeure*” means war, emergency, accident, fire, earthquake, flood, storm, industrial strike or other impediment which the affected party proves was beyond its control and that it could not reasonably be expected to have taken the impediment into account at the time of the conclusion of this contract or to have avoided or overcome it or its consequences.
- 11.2. A party affected by *force majeure* shall not be deemed to be in breach of this contract, or otherwise be liable to the other, by reason of any delay in performance, or the non-performance, of any of its obligations under this contract to the extent that the delay or non-performance is due to any *force majeure* of which it has notified the other party in accordance with Article 11.3. The time for performance of that obligation shall be extended accordingly, subject to Article 11.4.
- 11.3. If any *force majeure* occurs in relation to either party which affects or is likely to affect the performance of any of its obligations under this contract, it shall notify the other party within a reasonable time as to the nature and extent of the circumstances in question and their effect on its ability to perform.
- 11.4. If the performance by either party of any of its obligations under this contract is prevented or delayed by *force majeure* for a continuous period in excess of three *[specify any other figure]* months, the other party shall be entitled to terminate this contract by giving written notice to the Party affected by the *force majeure*.

[If preferred, replace 11.4 with the following alternative: “11.4 If the performance by either party of any of its obligations under this contract is prevented or delayed by force majeure for a continuous period in excess of three [specify any other figure] months, the Parties shall negotiate in good faith, and use their best endeavours to agree upon such amendments to this contract or alternative arrangements as may be fair and reasonable with a view to alleviating its effects, but if they do not agree upon such amendments or arrangements within a further period of 30 [specify any other figure] days, the other party shall be entitled to terminate this contract by giving written notice to the Party affected by the force majeure”.]

12. Entire agreement

- 12.1. This contract sets out the entire agreement between the Parties. Neither party has entered into this contract in reliance upon any representation, warranty or undertaking of the other party that is not expressly set out or referred to in this contract. This Article shall not exclude any liability for fraudulent

misrepresentation. *[Add where relevant: "This contract supersedes any previous agreement or understanding relating its subject matter"]*.

- 12.2. This contract may not be varied except by an agreement of the Parties in writing (which may include e-mail).

13. Notices

- 13.1. Any notice under this contract shall be in writing (which may include e-mail) and may be served by leaving it or sending it to the address of the other party as specified in Article 13.2 below, in a manner that ensures receipt of the notice can be proved.

- 13.2. For the purposes of Article 13.1, notification details are the following, unless other details have been duly notified in accordance with this Article:

.....
.....

14. Dispute resolution procedure

Any dispute, controversy or claim arising out of or relating to this contract, including its conclusion, interpretation, performance, breach, termination or invalidity, shall be finally settled under the rules of *[specify the arbitration institution]* by *[specify the number of arbitrators, e.g. sole arbitrator or, if appropriate, three arbitrators]* appointed in accordance with the said rules. The place of arbitration shall be *[specify]*. The language of the arbitration shall be *[specify]*.

[The following are alternatives to a specified arbitral institution under Article 14.]

Alternative 1: Ad hoc arbitration

"Any dispute, controversy or claim arising out of or relating to this contract, including its conclusion, interpretation, performance, breach, termination or invalidity, shall be finally settled under the rules of UNCITRAL [specify other rules] by [specify the number of arbitrators, e.g. sole arbitrator or, if appropriate, three arbitrators] appointed by [specify name of appointing institution or person]. The place of arbitration shall be [specify]. The language of the arbitration shall be [specify]."

[Alternative 2: State courts]

"Any dispute, controversy or claim arising out of or relating to this contract, in particular its conclusion, interpretation, performance, breach, termination or invalidity, shall be finally settled by the courts of (specify place and country) which will have exclusive jurisdiction."

15. Applicable law and guiding principles

- 15.1. Questions relating to this contract that are not settled by the provisions contained in the contract itself shall be governed by the United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention of 1980, hereafter referred to as CISG).

Questions not covered by the CISG shall be governed by the UNIDROIT Principles of International Commercial Contracts (hereafter referred to as UNIDROIT Principles), and to the extent that such questions are not covered by the UNIDROIT Principles, by reference to *[specify the relevant national law by choosing one of the following options:*

- *The applicable national law of the country where the Seller has his place of business, or*
- *The applicable national law of the country where the Buyer has his place of business, or*
- *The applicable national law of a third country (specify the country).]*

DATE AND SIGNATURE OF THE PARTIES

	Seller		Buyer
Date	
Name	
	Signature		Signature

Notes: Reproduced from the publication: International Trade Centre, *Model Contracts for Small Firms: Legal Guidance for Doing International Business*, Geneva 2010. Found here:
<http://www.intracen.org/WorkArea/DownloadAsset.aspx?id=37603>

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HAPPENING IN SERVICES TRADE

Bringing structure to Guyana's Music Industry

'Featuring Burchmore Simon of Kross Kolor Records and the Guyana Music Network'

Ms. Keisha Gilkes of the Public Diplomacy department of the Ministry of Foreign Affairs sat down with music producer and head of the Guyana Music Network, Mr. Burchmore Simon to learn about his journey in the music business, specifically, and the Guyana music landscape broadly.

Q: How did you get started in the music industry?

A: I started playing the piano at 6. I was the head of the music department at Golden Grove Secondary School. I taught general music. I successfully wrote my classical guitar exams, the practical and theory. I was successful there and in 1984, I started a band called Easy Connections. It was comprised of members from the East Coast of Demerara. They're all from neighbouring villages and we formed that band Easy Connections and we went on to be one of the top bands in Guyana so, I started piano at 6, taught music, studied music, formed a band and we toured quite extensively to North America and in the Caribbean and so on.

After the band, I started Kross Kolor Records which is my own record label. But, I had really started to explore and develop my songwriting abilities because I felt that songwriting was one of my strengths and later on, it did prove to be that. But after a while, setting up the studio and the label, people kept coming and asking me if I would record them or if I would produce them and that is how I really got into production. I also was into



doing jingles. My first jingle called “Nice up Guyana” is still being played on the radio every single day since 1997...

So, Kross Kolor Records took off faster than I thought it would. I recorded all the top acts in Guyana with a few exceptions. I have recorded Jomo, Adrian, Big Red, Bones Man, and Vanilla. You name them, I have produced them. I managed and worked with them. In fact, Kross Kolor Records became so successful that in the years 2004-2019, we have won close to 50 first places in competitions in Guyana. So, that speaks to how successful we have been. I remember one year, I wrote and



produced a song called “I Don’t Want to be Born” and it was performed by Teneicia DeFreitas and in that year they used it as part of the final papers for the Communication stream as part of the exam and I think that was one of my really proud moments. So, you can see I really play a pivotal role in the development of young artists.



Presently, I teach at the National School of Music. I teach electric bass. Because I really love teaching. I also taught a course on recording engineering at the music school. I am still pursuing studies in engineering through audio master class and so far I have done 22 modules and I have gotten 19 distinctions. I think the technology is an area where I need to develop and I still need to work as a teacher because that is a way that you can pass on your knowledge. I presently manage artists, I produce shows, book bands, I am also managing two bands, the band that plays at Kosmos and one of the bands that is the house band for Hard Rock [Café]. Most of the students from those bands are from the National School of Music. We want to continue to make a contribution to Guyana in that way.

I study music, I perform music, I teach music, I produce music, and I marketed music. So, that sums up my role as a Guyanese musician.



Q: What are some challenges artists face due to policy or the lack thereof?

A: Copyright is a very, very sore and distressing thing. I think its absence has impacted quite negatively on the development of music; generally of the industry and the economic development of artists and people involved in music. Now, remember I spoke about the jingle that was done in '97. I have not received a cent of royalties since '97 to now and that thing is played every single day. So, can you imagine if the legislation was updated and we had a collections agency how much money I would have made from that one jingle? As an aside, I have done over 500 jingles in Guyana from when I started to now. I have lost count. So, if there was copyright, I would have been far better off and I would have been able to offer more financial incentives to young artists coming into the industry. Because remember as a label, if the copyright legislation was there I would have been able to make much, much more money.

Let me give you a scenario. Now when we do a CD and we sell it in Guyana, we may sell it for, let's say \$1,000, sometimes more, \$1,500, sometimes \$2,000. Let's say, if we had the legislation in place, there would be less piracy and more local music would have been able to be sold. Let's say I sold thousands of CDs. Every thousand CDs I would have sold would have brought in a million Guyana dollars.

Now, at one point in the '80s, Guyana was the biggest music buying market in the Caribbean, believe it or not. We sold more LPs [Long Playing] more than anybody in the Caribbean. All the artists came down here to have their music sold. So, I know selling a thousand CDs if we had the proper infrastructure would not be a problem. So with every thousand CDs, let's say you make a million dollars when I sign a young artist I can give them some financial assistance upfront. In the absence of legislation, things like that cannot happen. So, at home here, we cannot cultivate a firm financial base from which

we can invest because we are not making money based on our craft. Most of the people now are earning money through performance. But the labels themselves will fail in that aspect.

The lack of legislation has caused us to lose a lot of money, discouraged people and stymied the growth of the industry. Copyright legislation is a big prerequisite for the success of any creative activity and therefore it is something that we need. For example, if you are to upgrade your studio, the money that you make from selling music, you cannot upgrade your studio. You have to take money from other sources like you take a loan or you hope that you win some competition or something and you turn put that money back into the studio by upgrading. But, with copyright you would have been producing more because the avenues for recuperating your investment would have been greater, the market would have been much, much better, and we are suffering too because we do not respect other people's copyright. The radio stations play other people's music, they don't give anything. You understand? So, people don't respect us. Copyright is a reciprocal thing where you look out for my rights in your country and I look out for yours in mine but, that is missing. So, there's a lack of respect for Guyanese musical artists because they know that we are some of the biggest pirates in the Caribbean. Yes, the pun. And we really need to fix that.

Q: You created the Guyana Music Network in 2013. What is the network and how has it sought to unite and protect artists, studios and performers?

A: The aim of the network was to harness the industry under one umbrella so that we can work together, have common goals, and we can achieve common things. For example, the performance fees. Some people are grossly underpaid because there is no standard contract. Another area is that promoters bring all types of artists here and they pay the local acts next to nothing. The network was put into place to organize all those things professionally and put things into position. Unfortunately, we have a sickness that we cannot work together, so even though the network was a good thing you had people saying all manners of this and that. For



example, we had a scheme where you paid for a card and that card would provide discounts at the store, the doctor, the dentist. Yes, all of that we covered because we want to provide a platform for musicians to ease the social and economic burdens and people had a lot of negative things to say. So, the work of the network was diminished for a while. But, over the last two years, we have resuscitated it with members who are strong and who really want it to work. Now, we want to expand that by really advertising the network, re-launching it on a different set of rules wherein we have to handpick the people who we know will serve. So, that is an interim thing that will last for about two years while we grow and get stronger. The last time it did not work, so we do not want to draw back some of those same people who hampered its growth in the first place back into the fold. But, the network now is seeking opportunities for its members and since we started working with the Ministry of Foreign Affairs it has been excellent and I think Dianna is a godsend. Dr. Glasgow, she is. We like her passion, and she has really, really, really encouraged me to stick with it. And the fact that she references the network every time there is something about music is a real [thing] to us. So, the network was set up to harness all the possibilities within an industry to bring economic benefits to its members.

Q: What other challenges do Guyanese artists face when trying to tap into the regional market?

A: All the artists signed to Kross Kolor Records are affiliated with organizations overseas. We were the first set of people to initiate that sort of thing. We didn't want the situation in Guyana to prevent us from earning overseas but, the other challenge is that the local deejays do not play enough Guyanese music. First, they used to say that the production is not good. Now that the production has grown and it is up to scratch but, we still don't get the plays. They would prefer to play the Trinis, and the Jamaicans and the Bajans, and all that, wherein I don't have a problem with you playing foreign music but give your own an equal chance, an equal opportunity to be heard. And, the more they play, the more the music will become and the more shows the local artists will get. That has hampered our entrance into other markets. All the Jamaicans come here but, no Guyanese goes to Jamaica to perform. We don't go to Trinidad, we don't go to Barbados. We don't go anywhere to perform. Everybody comes here and the artists that are coming here earn even more than when they go to other countries. Seriously, all of the artists love to come and perform because we pay the top dollars. But, it is a kind of narrow view or narrow initiative taken by the promoters of the shows in that they do not seek reciprocity from these people. My thing is if I am bringing you to perform in Guyana at least choose two acts who can open for you in Trinidad or Barbados, or Guyana. I would appreciate that kind of term but, that is what is stifling us so that and another avenue that everyone can earn from by coming to Guyana but, no Guyanese artists go anywhere to perform. I mean Samuel Medas had some success there, Sekou Andrews, but those are about the only two. Timeka has had some success, Jomo, Adrian, have had some success there but you know very limited bookings to go overseas. Most of the bookings would come from Guyanese in the diaspora like they would go up for Labour Day, or you go up to

Toronto Carnival or Nottinghill Carnival but, you perform in the Guyanese community. What we need are mainstream bookings to go to Carnival and perform or to go to Cropover and perform. That is what I am talking about but we have not been able to do that because we do not get the support from the local deejays and our music is not being played in other markets and that is something that I am hoping through festivals and carnival within the Caribbean that Guyanese bands can go. I think I had mentioned it to Dr. Glasgow. That is an area that I hope Foreign Affairs can look into, the festivals that are available and even if the Guyanese acts have to go there just for a per diem hotel and the airline ticket for the first two years, we will do that. After then we will get a footing in those markets. So, the network was hoping to do that. To approach these countries and even if it's a joint venture between Guyana and the Tourism Authority and the Governments of the Caribbean that every year when you have your carnival, bands from Guyana can go and artists that are willing to work for the per diem hotel and airline ticket just to get paid with the exposure. I think that is something that can happen just to break this chain of not performing in other countries.

Q: What changes would you suggest to be made at a policy level to protect and promote the local creative industry?

A: I think we need a cultural policy that encompasses all the things that I have spoken about. A national cultural policy that would be adhered to by the Ministry of Culture, in partnership with the tourism authority, partnership with Foreign Affairs, in partnership with the Guyana Music Network. I think if those entities can work together we can achieve and that is what I would advocate for. We need a policy that would



make playing Guyanese music a prerequisite for getting your license here. Like when you have a car you need to take out your road service license, you have all those things that you need to get. My thing is that has to be something written in the arrangement for you to get your broadcast license annually that you must play at least 30 percent of Guyanese music and that can be increased as the years go by. The frequency spectrum belongs to the Guyanese people. It does not belong to any broadcaster. It is the property of the Guyanese people and we are giving you a license to use that frequency so, that frequency is supposed to benefit the Guyanese people. It is supposed to benefit us and we are not

asking you to play 60 percent of the music at the beginning, start with 30 percent. Throw in some goodwill, let us see you do it, you understand. And, the network was setting up a monitoring body to see which radio stations are playing Guyanese music and we had planned an incentive scheme for deejays who play Guyanese music a lot. We were getting companies to sponsor the incentive. It would have been a cash incentive. So, to start we need a policy that includes a clause that people who are being granted a license whether it be on radio or television must as part of the criteria for you to get your license, you must commit to playing Guyanese music. I believe that sometimes good leadership calls for some dictatorship, you know. I think sometimes you have to say that this must or else it is not going to be and if I were a leader I would not care who called me a dictator when I am doing positive things for my peers. Look at Lee Kuan Yew of Singapore. He banned chewing gum because it becoming distasteful to a society where people were sticking their gum to the doors of the train, on the doors of the buses and he banned it. Now the Singaporeans are seeing the benefits of what he did, not only in that respect but it is now one of the cleanest cities in the world. So, I am saying we need national policies and we need the enforcement of these policies. People have to realize that you are serious about what you want to do because musicians are supposed to have equal opportunities like everybody else, like a scientist, or doctor, nurse, or engineer but, we are not getting that. You see now everybody is talking about STEM. That means science, technology, engineering, and math but, there's no art mentioned. But, to me a country where its inhabitants are growing without an appreciation for the arts cannot be a rounded person. You see powerful countries like China, the USA, Canada, they push sports and culture all the time. All the time, so to me it is supposed to be STEAM and not STEM where you include the arts, and then music and dance and all those things can play a greater role in the rounded development of our citizens.

Q: What is your vision for the local music industry in the years to come?

A: Okay, the thing that I would really, really, like to see is an educated music industry where we have trained whether you are a guitarist or pianist, you must school, get some formal training, or you study online. Our engineers must not just be air sound but know what they're doing. I would like to see music put in the mainstream of school from nursery. With that we would be able to produce more qualified teachers, more qualified students, a more qualified music and art department. Even though I



speaking for music, I am still speaking for the arts generally, if those things can in each area. I would like to see duty-free concessions on modern gear for studios. I would like to see concessions on instruments so that people could afford to walk into the stores and buy the instruments at a lower cost than they are now. I would like to see more music stores and repair shops for keyboards and guitars because in Guyana when those things go bad you kind of have to dump them. I would like to see more technical shops set up to service gear. That is an area that could create a lot of employment and a lot of training in that area would do well. Basically, I would like to see where the music network and radio and television stations, and broadcasters and producers could work closer together to really promote the arts in Guyana. Sounds like a lot.

Q: What advice do you have for young artists who face the challenges specific to the local music industry?

A: Read, read, read, read and I don't mean be an academic. Just read. Just know about the industry. If you're a singer, strive to be the best singer you can be. Research singers. Research what made them successful, their pitfalls, how they arose out of a dull period. If you're a guitarist, bassist, keyboard player or manager just research. Read, read, read all the time. If you can, do courses. Be more qualified in whatever area you choose to do. So a young artist should really research, read, and practice, practice, practice, and be loyal to the people who helped you.

Register to Join the Department of Foreign Trade Database of Manufacturers/Suppliers and Services Providers

The department of Foreign Trade maintains a database of Guyanese companies producing/supplying indigenous Guyanese goods, satisfying the CARICOM rules of origin; as well as a database of Guyanese Services Providers. The former is an important part of managing the CET suspension process in Guyana which requires that producers of goods in Guyana be first consulted on their capacity to produce particular goods before the country can support a request for suspension of the CET by any CARICOM Member State, which in effect, would allow that Member State to import the goods from non-CARICOM countries without paying the rate of duty stipulated in the CET schedule.

The database of Services Providers is an important part of efforts to improve the services sector for the purpose of ensuring that an effective consultative mechanism could be created to facilitate dialogue on trade-related services matters.

Manufacturers/suppliers/services providers that are interested in registering with the database are encouraged to complete, detach and return this page or contact the Ministry of Foreign Affairs.



Manufacturer/Suppliers/Service Provider Registration Form

Company name _____

Business address _____

Contact person: Name _____ Designation _____

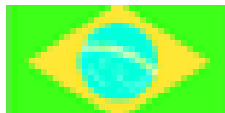
Contact details: Tel # (____) __ (____) __ (____) Fax# (____) __ (____) __ (____)

Email _____

Product(s) produced (only list out specific products if they fall under different tariff headings or service(s) provided:

- | | |
|----------|----------|
| 1. _____ | 4. _____ |
| 2. _____ | 5. _____ |
| 3. _____ | |

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