

The Honorable Nigel Clarke, DPhil., MP
Minister of Finance and the Public Service
Ministry of Finance and the Public Service
30 National Heroes Circle
Kingston 4
Jamaica, West Indies

Re: ATN/CO-17021-JA. Non-reimbursable Technical Cooperation. Strengthening the Intellectual Property Ecosystem to Increase Innovation, Competitiveness and Growth in Jamaica.

Dear Minister,

This letter of agreement (the “Agreement”) between Jamaica (the “Beneficiary”), and the Inter-American Development Bank (the “Bank”), acting in its capacity as Administrator of the Compete Caribbean Partnership Facility (the “CCPF”), is to formalize the terms and conditions for the granting of a non-reimbursable technical cooperation (the “Technical Cooperation”) to the Beneficiary. The Bank and the Beneficiary agree upon the following:

1. The Bank shall expend from the resources of the CCPF an amount of two hundred and fifty thousand dollars of the United States of America (US\$250,000.00) (the “Contribution”). The Contribution is granted on a non-reimbursable basis. Unless otherwise stated in this Agreement, the term “dollars” shall hereinafter refer to the currency of legal tender of the United States of America.
2. The objective of the Technical Cooperation is to strengthen the Beneficiary’s intellectual property ecosystem to support micro, small, and medium enterprises in leveraging their intellectual property assets to drive innovation, competitiveness and growth.
3. The execution period of the Technical Cooperation shall be twenty-four (24) months, from the effective date of this Agreement. The period for the last disbursement of the resources of the Contribution shall be thirty (30) months from the same date. Any part of the Contribution which has not been utilized within this period shall be canceled. The aforementioned deadlines and any others that may be stipulated in this Agreement may only be extended, when duly justified, with the written consent of the Bank.

4. The Bank shall execute this Technical Cooperation, for which it shall use the resources of the Contribution to contract and pay (i) the individual expert(s) or consulting firm(s) (the “Consultants”); and (ii) the non-consulting services that are necessary to meet the objectives and activities of this Technical Cooperation, in accordance with its applicable policies and procedures.
5. The Beneficiary, through the Jamaica Intellectual Property Office, undertakes to assist the Consultants in the performance of their tasks, and provide the necessary technical, logistic, and secretarial support required for the complete and uninterrupted execution of the Technical Cooperation.
6. The Beneficiary undertakes to make timely provision of the resources required, in addition to the Contribution, for the complete and uninterrupted execution of the Technical Cooperation (hereinafter referred to as the “Counterpart Resources”). The total amount of the Counterpart Resources required is estimated at one hundred and eighty thousand and four hundred dollars (US\$180,400.00), of which one hundred and forty-nine thousand and nine hundred dollars (US\$149,900.00) are to be provided in cash and thirty thousand and five hundred dollars (US\$30,500.00) are to be provided in kind. The Counterpart Resources to be provided in cash in the amount of one hundred and forty-nine thousand and nine hundred dollars (US\$149,900.00) may be provided to the Beneficiary through a grant from the Caribbean Development Bank. The total amount of Counterpart Resources and the Contribution make up a sum equivalent to four hundred and thirty thousand and four hundred dollars (US\$430,400.00), which is estimated to be the total cost of the Technical Cooperation. These estimates do not reduce the obligation of the Beneficiary to provide additional resources required to complete the Technical Cooperation.
7. The Beneficiary undertakes to notify the Bank, in writing, within a maximum period of ten (10) working days from the date of signature of this Agreement, whether it considers this Agreement to contain information that may qualify as an exception to the principle of disclosure of information under the Access to Information Policy of the Bank, in which case the Beneficiary undertakes to identify such information in the relevant provisions of the Agreement. In accordance with the aforementioned policy, the Bank will make available on its “Web” page the text of this Agreement once it has entered into effect and the aforementioned period has expired, excluding only that information which the Beneficiary has identified as an exception to the principle of disclosure of information under this policy.
8. The financing of this Technical Cooperation does not imply any commitment whatsoever by the Bank to finance, wholly or partially, any other program or project that might directly or indirectly result from the execution of this Technical Cooperation. The opinions of the Consultants shall not commit the Bank to the same position. The Bank reserves the right to express any comments or reservations regarding such opinions as it may deem appropriate.

Please confirm your acceptance of the terms and conditions of this Agreement, in representation of the Beneficiary, by signing and returning one original to the Bank's Country Office in Jamaica.

This Agreement shall be signed in two (2) originals of equal tenor by duly authorized representatives of the Beneficiary and of the Bank, and will enter into force on the date of its signature by the Beneficiary.

Yours Faithfully,

/s/

Therese Turner-Jones
Representative of the Bank in Jamaica

AGREED:

/s/

The Hon. Nigel Clarke, DPhil., MP
Minister of Finance and the Public Service

Date: May 21, 2019