

Ms. Len Ishmael  
Director General  
Organisation of Eastern Caribbean States (OECS)  
OECS Secretariat  
Morne Fortune  
P.O. Box 179  
Castries, Saint Lucia  
Fax: (758) 453-1628

Ref: Regional Nonreimbursable Technical  
Cooperation No. ATN/CC-11417-RG.  
OECS Trade Capacity Building Program.

Dear Ms. Ishmael:

This letter of agreement (the "Agreement") between the Organisation of Eastern Caribbean States (the "Beneficiary") and the Inter-American Development Bank, acting in its capacity as Administrator of the IDB-Canada Trade Fund (the "Bank"), which we are submitting for your consideration, is to formalize the terms of a grant of a nonreimbursable technical cooperation (the "Contribution") to the Beneficiary, up to the amount of three hundred seventy-six thousand eight hundred Canadian dollars (CAD\$376,800), which shall be chargeable to the resources of the IDB-Canada Trade Fund to finance the contracting of consulting services and procurement of goods necessary for the execution of a technical cooperation program to support the OECS trade capacity building (the "Program"), which is set forth in the Annex of this Agreement. Unless otherwise stated in this Agreement, the term "dollars" shall hereinafter refer to the currency of legal tender in Canada.

This Agreement is entered into pursuant to the "IDB-Canada Trade Fund" established between the Government of Canada and the Inter-American Development Bank on November 13, 2003.

The Bank and the Beneficiary agree upon the following:

**First. Components of the Agreement.** This Agreement consists of this part one, referred to as the "Special Conditions"; part two, referred to as the "General Conditions", and the Annex, which are attached hereto. The prevalence between the above-mentioned Sections and the Annex is established in Article 1 of the General Conditions.

**Second. Executing Agency.** (a) The Executing Agency of this Program shall be the Organisation of Eastern Caribbean States, through its Trade Policy Unit, also referred to as the "Executing Agency", the "Beneficiary" or "OECS". The Executing Agency certifies its legal and financial capacity to function as such, and undertakes to fulfill all the obligations that result from this Agreement.

(b) The Beneficiary and the Bank further agree that the Caribbean Development Bank (the “CDB”) will act as the Bank’s Financial Agent of the Program. Unless the Bank otherwise notifies the Beneficiary, all disbursements of the Contribution shall be made via the CDB in such capacity. The Bank will pay the CDB, in consideration of its services, an administrative fee of ten thousand Canadian dollars (CAD\$10,000) chargeable to the Contribution.

**Third. Conditions Prior to First Disbursement.** The first disbursement of the Contribution shall be subject to the fulfillment, to the satisfaction of the Bank, of the conditions set forth in Article 2 of the General Conditions, as well as the following requirement: the Bank and the CDB have signed a Financial Agency Agreement for purposes of the Program.

**Fourth. Reimbursement of Expenditures Chargeable to the Contribution.** With the consent of the Bank, resources of the Contribution may be used to reimburse expenditures incurred or to finance those that may be incurred in the Program on or after December 17, 2008, and up to the date of this Agreement, provided that requirements substantially similar to those set forth in this Agreement have been fulfilled.

**Fifth. Revolving Fund.** The amount of the Revolving Fund for this Program shall be up to twenty-five percent (25%) of the resources of the Contribution.

**Sixth. Deadlines.** (a) The period for execution of the Program shall be twenty-four (24) months, from the effective date of this Agreement.

(b) The period for the last disbursement of the resources of the Contribution shall be thirty (30) months from the effective date of this Agreement, which shall include the period required for the payment of independent auditors referred to in Article 11(b) of the General Conditions. Any part of the Contribution which has not been utilized within this period shall be canceled.

(c) The aforementioned deadlines and any others that may be stipulated in this Agreement may be extended, when duly justified, with the written consent of the Bank.

**Seventh. Total Cost of the Program and Additional Resources.** (a) The Beneficiary undertakes to make timely provision of the resources required, in addition to the Contribution, for the complete and uninterrupted execution of the Program, the “Counterpart Resources”. The total Counterpart Resources required is estimated to be the equivalent of nine thousand six hundred Canadian dollars (CAD\$9,600), to make up a sum equivalent to three hundred eighty six thousand four hundred Canadian dollars (CAD\$386,400), which is estimated to be the total cost of the Program. These estimates do not reduce the obligation of the Beneficiary to provide any additional resources required to complete the Program. The Counterpart Resources will be provided as an in-kind contribution.

(b) The Counterpart Resources provided by the Beneficiary shall be used to finance the cost categories, which are chargeable to it, as established in the Program’s budget set forth in the attached Annex.

**Eighth. Recognition of Expenses Chargeable to the Counterpart Resources.**

The Bank may recognize as part of the local contribution expenditures incurred or which may be incurred in the Program on or after December 17, 2008, and up to the date of this Agreement, provided that requirements substantially similar to those set forth in this Agreement have been fulfilled.

**Ninth. Currencies for Disbursements.** The Bank, through the CDB, shall disburse the Contribution in Canadian dollars. The Bank may convert these convertible currencies into other currencies by applying the exchange rate indicated in Article 7 of the General Conditions.

**Tenth. Acquisition of Goods and Services and Selection and Contracting of Consulting Services.** The acquisition of goods and related services (different from consulting services) and the selection and contracting of consulting services will be carried out by the Executing Agency in accordance with the provisions set forth in Document GN-2349-7 ("Policies for the Procurement of Works and Goods Financed by the Inter-American Development Bank") and in Document GN-2350-7 ("Policies for the Selection and Contracting of Consultants Financed by the Inter-American Development Bank"), dated July 2006, as well as those provisions of the CDB. The Executing Agency will carry out the acquisition of goods and related services (different from consulting services) and the selection and contracting of consulting services in accordance with the Procurement Plan referred to in paragraph Eleventh of these Special Conditions.

**Eleventh. Procurement Plan.** Before starting any competitive bidding process or any request for proposals for the acquisition of goods and services (different from consulting services) and for the contracting of consulting services, the Executing Agency shall prepare and furnish to the Bank for its approval, a Procurement Plan acceptable to the Bank setting forth: (a) the particular contracts for consulting services required to carry out the Program, including the estimated cost of each contract, and the proposed methods for acquisition of goods and selection of consultants' services, in accordance with paragraph 1 of Appendix 1 of Documents GN-2349-7 and GN-2350-7, respectively. This Procurement Plan shall be reviewed by the parties every six (6) months during the execution of the Program, and each updated version shall be submitted for the Bank's approval. The Executing Agency shall implement the Procurement Plan in the manner in which it has been approved by the Bank.

**Twelfth. Review by the Bank.** Unless the Bank agrees otherwise in writing, each contract for the acquisition of goods and consulting services shall be subject to an ex-ante review, in accordance with the procedures established in paragraphs 2 and 3 of Appendixes 1 of Documents GN-2349-7 and GN-2350-7.

**Thirteenth. Information Disclosure.** The Beneficiary undertakes to notify the Bank, within a maximum period of ten (10) working days from the date of signature of this Agreement, whether it considers any part of the Agreement to be confidential or sensitive, or information that may adversely affect relations between the member countries and the Bank or between private sector clients and the Bank, in which case the Beneficiary undertakes to identify those provisions considered as such. In accordance with the Bank's Disclosure of Information Policy, the Bank

will make the text of this Agreement available to the public once it has been signed and has entered into effect, with the sole exception of that information which the Beneficiary has specifically identified as confidential, sensitive or adverse to relations with the Bank in the manner indicated in this paragraph.

**Fourteenth. Notice.** Any notice, request, or communication from one party to another by virtue of this Agreement shall be made in writing and shall be considered to have been made when the relevant documents are delivered to the addressee, unless the parties otherwise agree in writing. If to the Beneficiary, such notice shall be addressed to the same address indicated above. If to the Bank, such notice shall be addressed to:

Inter-American Development Bank  
1300 New York Avenue, N.W.  
Washington, D.C. 20577  
U.S.A.

Facsimile: (202) 623-3096

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

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

Yours Faithfully,

/s/ Anneke Jessen

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Anneke Jessen  
Representative in Barbados

AGREED:

/s/on behalf of Ms. Len Ishmael/ Randolph Cato

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Ms. Len Ishmael  
Director General  
Organisation of Eastern Caribbean States (OECS)

Date: July 15, 2009

**GENERAL CONDITIONS APPLICABLE TO  
NONREIMBURSABLE TECHNICAL COOPERATIONS**

**Article 1. Application and Scope of General Conditions.** (a) These General Conditions set forth terms and conditions generally applicable to all nonreimbursable technical cooperations made by the Bank, and their provisions form an integral part of this Agreement. Any exception to these General Conditions shall be expressly stated in the text of the Special Conditions.

(b) If any provision of the Special Conditions or of the Annex or Annexes should present any inconsistency or contradiction with these General Conditions, the provisions of the Special Conditions or the corresponding Annex shall prevail. In case of inconsistencies or contradictions between the Special Conditions and the corresponding Annex or Annexes, specific provisions shall prevail over general provisions.

**Article 2. Conditions Prior to First Disbursement.** (a) The first disbursement of the Contribution shall be subject to the fulfillment of the following requirements, by the Beneficiary, directly or through the Executing Agency:

- (i) designation of the person or persons authorized to represent it in all acts relating to the execution of this Agreement, and submission to the Bank of authenticated specimen signatures of such persons. If two or more officials are designated, the designation shall indicate whether they may act severally or jointly;
- (ii) submission to the Bank of a request for disbursement, justified in writing; and
- (iii) presentation to the Bank of a timetable for use of the Counterpart Resources.

(b) If within one hundred and eighty (180) days from the effective date of this Agreement, or within such longer period as the parties may agree in writing, the conditions precedent to the first disbursement established in this Article and in the Special Conditions have not been fulfilled, the Bank may terminate this Agreement by giving notice to the Beneficiary.

**Article 3. Disbursement Procedure.** (a) The Bank shall make disbursements of the Contribution to the Beneficiary, through the Executing Agency, each time it requests such disbursements and provides justification, to the Bank's satisfaction, for the expenses to be paid with the Contribution resources.

(b) At the request of the Beneficiary, through the Executing Agency, and provided that the requirements set forth in paragraph (a) above, in Article 2 and in the Special Conditions have been satisfied, the Bank may establish a revolving fund with the Contribution resources, which the Beneficiary, through the Executing Agency, shall utilize to cover eligible Program expenses charged against the Contribution. The Beneficiary, through the Executing Agency, shall inform the Bank

about the status of the revolving fund within a period of sixty (60) days from the closing date of each semester.

(c) The Bank may replenish the revolving fund entirely or in part as the resources are used, if the Beneficiary, through the Executing Agency, so requests and presents to the Bank's satisfaction, a detailed statement of expenses charged to such fund, together with the supporting documents thereof and a justification for such request. The detailed statement of expenses shall be submitted according to the catalog of accounts indicated in the Annex of this Agreement, which describes the Program.

**Article 4. Expenditures Chargeable to the Contribution.** The Contribution shall exclusively finance those eligible expenses which are set forth in the Program budget contained in the Annex that describes the Program. Only direct and actual Program expenses may be charged to the Contribution. Indirect or general operating expenses, which are not included in the Program budget, cannot be charged to the Contribution.

**Article 5. Request for Final Disbursement.** The Executing Agency shall present the final request for disbursement of the Contribution, accompanied by the appropriate supporting documentation, to the Bank's satisfaction, at least thirty (30) days before the expiration of the disbursement period referred to in the Special Conditions of this Agreement, or of any extension thereto that the parties may have agreed upon in writing. This final request for disbursement shall include the supporting documentation required for payment of the auditing services mentioned in Article 11 of these General Conditions.

**Article 6. Suspension and Cancellation of Disbursements and Other Measures.** (a) The Bank may suspend the disbursements or cancel the Contribution if any of the following circumstances occurs: (i) the failure of the Beneficiary to fulfill any obligation stipulated in this Agreement; (ii) if it is determined at any stage that evidence is sufficient to support a finding that an employee, agent, or representative of the Beneficiary, Executing Agency or Contracting Agency, has engaged in an act of fraud and corruption during the bidding process, negotiation of a contract, or the execution of the contract; or (iii) any circumstance which, in the Bank's opinion, may render unlikely the attainment of the objectives of the Program. Under these circumstances, the Bank shall notify the Executing Agency in writing so that it may present its points of view, and after thirty (30) days from the date of the Bank's notice, it may suspend the disbursement or cancel the undisbursed portion of the Contribution.

(b) Pursuant to paragraph (a) above, the parties agree that upon the occurrence of institutional or organizational changes within the Executing Agency, which, in the Bank's opinion, might affect the timely execution of the Program's objectives, the Bank shall review and evaluate the likely attainment of the objectives and may at its discretion, suspend, condition or cancel the disbursements of the Contribution.

(c) The Bank may cancel the part of the Contribution pertaining to the procurement of certain goods, works or related services, or consulting services, if it determines at any time that: (i) the procurement was carried out without following the procedures set forth in this Agreement; or (ii) representatives of the Beneficiary, Executing Agency or Contracting Agency have committed

any acts of fraud and corruption, either in the process of selecting the supplier or consultant or in the negotiation or execution of the respective contract, and the Beneficiary has not taken timely and remedial measures, observing the due process guarantees of the legislation of the Beneficiary's country, which are acceptable to the Bank.

(d) For the purposes of the above paragraph, acts of fraud and corruption shall be understood to include, but not be limited to, acts of: (i) a corrupt practice is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of another party; (ii) a fraudulent practice is any act or omission, including a misrepresentation, which misleads, or attempts to mislead, a party in order to obtain a financial or other benefit or to avoid an obligation; (iii) a coercive practice is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or property of the party to influence the actions of a party; and (iv) a collusive practice is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.

(e) If, in accordance with the administrative procedures of the Bank, it is demonstrated that any firm, entity or individual bidding for or participating in a Bank-financed Program including, *inter alia*, Beneficiary, bidders, suppliers, contractors, sub-contractors, applicants, consultants, Executing Agency or Contracting Agency (including their respective officers, employees and agents) has engaged in an act of fraud or corruption, the Bank may:

- (i) decide not to finance any proposal to award a contract or a contract awarded for works, goods, related services and consultant services financed by the Bank;
- (ii) suspend disbursement of the Contribution as described in Article 6 (a) above of these General Conditions if it is determined at any stage that evidence is sufficient to support a finding that an employee, agent or representative of the Beneficiary, Executing Agency or Contracting Agency has engaged in an act of fraud or corruption;
- (iii) cancel, the portion of the Contribution earmarked for a contract as described in Article 6 (c) above of these General Conditions, when there is evidence that the representative of the Beneficiary has not taken the adequate remedial measures within a time period which the Bank considers reasonable, and in accordance with the due process guarantees of the Beneficiary country's legislation;
- (iv) issue a reprimand in the form of a formal letter of censure of the firm, entity or individual's behavior;
- (v) issue a declaration that an individual, entity or firm is ineligible, either permanently or for a stated period of time, to be awarded or participate in contracts under Bank-financed Programs except under such conditions as the Bank deems to be appropriate;
- (vi) refer the matter to appropriate law enforcement authorities; and/or

- (vii) impose other sanctions that it deems to be appropriate under the circumstances, including the imposition of fines representing reimbursement of the Bank for costs associated with investigations and proceedings. Such other sanctions may be imposed in addition to or in lieu of other sanctions.

(f) The imposition of any action to be taken by the Bank pursuant to the provisions referred to above may be public or private.

(g) The provisions established in the precedent paragraphs (a) and (c) shall not affect the disbursement by the Bank of any amounts which the Bank by specific written agreement with the Beneficiary, Executing Agency or Contracting Agency, as the case may be, has agreed to provide from the resources of the Contribution to make payments to a supplier of goods and related services or consultant services. The exceptions set forth in this paragraph (g) shall not apply if the Bank determines that acts of fraud and corruption occurred with respect to the procurement of, or the negotiation or execution of the contract for, such goods and related services or consultant services.

**Article 7. Exchange Rate for Programs Financed with Funds Expressed in Dollars of the United States of America.** (a) Disbursements:

- (i) The equivalence in dollars of the United States of America of other convertible currencies in which the disbursements of the Contribution might be made, shall be calculated applying the exchange rate in effect in the market on the date of the disbursement; and
- (ii) the equivalence in dollars of the United States of America of the local currency, or other non-convertible currencies, in the case of regional Programs, in which the disbursements of the Contribution might be made, shall be calculated applying, on the date of the disbursement, the exchange rate established pursuant to the understanding in force between the Bank and the respective country for the purpose of maintaining the value of its currency, or other non-convertible currencies, in the case of regional Programs, held by the Bank.

(b) Expenses:

- (i) The equivalence in Dollars of the United States of America of an expenditure made with convertible currencies shall be calculated applying the exchange rate in effect in the market on the date in which payment is rendered for the expenditure in question.
- (ii) The equivalence in Dollars of the United States of America of an expenditure made in local currency, or in other non-convertible currencies, in the case of regional Programs, shall be calculated applying, on the date in which payment is rendered for the expenditure in question, the exchange rate established pursuant to the understanding in force between the Bank and the



respective country for the purpose of maintaining the value of its currency held by the Bank.

- (iii) For purposes of subparagraphs (i) and (ii) above, it is understood that the date of payment for the expenditure, is the date on which the Beneficiary, the Executing Agency, or any other natural or legal person to whom the right to make expenditures has been delegated, makes the respective payments to the contractor, consultant or supplier.

**Article 8. Exchange Rate for Programs Financed with Funds Constituted in Convertible Currencies Other than the US Dollar.** (a) Disbursements. The Bank may convert the disbursed currency chargeable to the resources of the trust fund indicated in the Special Conditions in:

- (i) other convertible currencies applying the exchange rate in effect in the market on the date of the disbursement; or
- (ii) the local currency or other non-convertible currencies, in the case of regional Programs, applying, on the date of the disbursement, the following procedure: (A) the equivalence of the currency of the trust fund indicated in the Special Conditions shall be calculated in Dollars of the United States of America, applying the exchange rate in effect in the market; (B) next, the equivalence of these Dollars of the United States of America shall be calculated in local currency or other non-convertible currencies, in the case of regional Programs, applying the exchange rate established pursuant to the understanding in force between the Bank and the respective country for the purpose of maintaining the value of its currency held by the Bank.

(b) Expenses: (i) The equivalence in the currency of the trust fund, indicated in the Special Conditions, of an expenditure made with convertible currencies shall be calculated applying the exchange rate in effect in the market on the date in which payment is rendered for the expenditure in question.

- (ii) The equivalence in the currency of the trust fund, indicated in the Special Conditions, of an expenditure made in local currency or other non-convertible currencies, in the case of regional Programs, shall be calculated in the following manner: (A) the equivalence in Dollars of the United States of America of such expenditure, applying, on the date in which payment is rendered for the expenditure in question, the exchange rate established pursuant to the understanding in force between the Bank and the respective country for the purpose of maintaining the value of its currency held by the Bank; (B) next, the equivalence in the currency of the trust fund indicated in the Special Conditions of the value of the expenditure in Dollars of the United States of America, shall be calculated applying the exchange rate in effect in the market on the date in which payment is rendered for the expenditure in question.

- (iii) For purposes of subparagraphs (i) and (ii) above, it is understood that the date of payment for the expenditure, is the date on which the Beneficiary, the Executing Agency, or any other natural or legal person to whom the right to make expenditures has been delegated, makes the respective payments to the contractor, consultant or supplier.

**Article 9. Other Contractual Obligations of Consultants.** In addition to the special requirements included in the Special Conditions, Annex or Annexes and in the respective terms of reference, the Executing Agency agrees that contracts signed with Consultants shall also specify the Consultants' obligations to:

- (a) provide any clarifications or additional information that the Executing Agency or the Bank consider necessary with respect to the Consultants' reports required under the terms of reference set forth in their respective contracts;
- (b) provide the Executing Agency and the Bank with any additional information as they may reasonably request concerning the performance on their work;
- (c) in the case of international consultants, perform their work in an integrated manner with the local professional staff assigned or contracted by the Beneficiary to participate in the execution of the Program, with a view to carrying out technical and operational training of such staff by the conclusion of the work;
- (d) assign copyrights, patents and any other form of industrial property right to the Bank in cases where such rights result from the work and documents carried out by the Consultants under the consulting contracts financed with resources of the Program; and
- (e) notwithstanding paragraph (d) above, in order to obtain a timely dissemination of the results of the Program, the Bank authorizes the Beneficiary, or the Executing Agency, to make use of the products resulting from the consulting services financed with the resources of the Program, with the understanding that the Beneficiary, or the Executing Agency, shall utilize such consulting products under the terms set forth in Article 15 of these General Conditions.

**Article 10. Acquisition of Goods and Services.** (a) The Beneficiary may acquire, chargeable to the Contribution, the goods and services (other than consulting services) required for the execution of the Program, in an amount not to exceed the allocation specified for that purpose in the budget set forth in the Annex that describes the Program.

- (b) When the goods acquired and services (other than consulting services) contracted for the Program are entirely financed with local counterpart contribution, the Beneficiary shall, whenever possible, follow procedures that allow the participation of several bidders, and shall take into account principles of economy, efficiency and price reasonability.
- (c) When sources of financing other than resources of the Contribution or of the Counterpart Resources are used, the Beneficiary may agree with the financing entity the procedure to be followed for the acquisition of goods and services. Notwithstanding, at the Bank's request, the

Beneficiary shall prove the reasonability of both the price agreed upon or paid for the acquisition of such goods and services, and of the financial conditions of such credits. The Beneficiary shall likewise demonstrate that the quality of the goods meets the technical requirements of the Program.

(d) During the execution of the Program, the goods referred to in subsection (a) above shall be used exclusively for the execution of the Program.

(e) The goods included in the Program shall be adequately maintained according to generally accepted technical standards, at a level compatible with the services that they should provide.

**Article 11. Financial Statements.** (a) When the period for execution of the Program exceeds one (1) year, and the amount of the Contribution exceeds one million five hundred thousand Dollars of the United States of America (US\$1,500,000), the Beneficiary, through the Executing Agency, undertakes to submit, to the Bank's satisfaction:

- (i) annual financial statements, and one final financial statement, regarding Program expenditures charged to the Contribution and to the Counterpart Resources. These financial statements shall be audited by independent public accountants acceptable to the Bank, in accordance with procedures satisfactory to the Bank;
- (ii) the annual financial statements shall be presented no later than ninety (90) days following the close of each year of execution, beginning with the year that corresponds to the fiscal year in which disbursements of the Contribution begin; and the final financial statement shall be presented no later than ninety (90) days following the date of the last disbursement of the Contribution, with the exception of the disbursement of the resources necessary to cover the cost of the auditing services referred to in this Article. These time periods shall only be extended with the written consent of the Bank; and
- (iii) the Bank may suspend disbursements of the Contribution, if it does not receive, to its satisfaction, the annual financial statements within the periods stipulated in paragraph (ii) above, or within any extension of these periods it may have authorized.

(b) When the period for execution of the Program does not exceed one (1) year, or the amount of the Contribution is equal to or less than the equivalent of one million five hundred thousand Dollars of the United States of America (US\$1,500,000), the Beneficiary, through the Executing Agency, undertakes to submit to the Bank's satisfaction, and within ninety (90) days following the date of the last disbursement of the Contribution, with the exception of the disbursement of the resources necessary to cover the cost of the auditing services referred to in this Article, a financial statement of Program expenditures charged to the Contribution and to the Counterpart Resources, audited by independent public accountants acceptable to the Bank and in accordance with procedures satisfactory to the Bank.

**Article 12. Internal Control and Records.** The Beneficiary, the Executing Agency, or the Contracting Agency, as the case may be, shall maintain an appropriate system of internal accounting and administrative controls. The accounting system shall be organized so as to provide the necessary documentation to permit the verification of transactions and facilitate the timely preparation of financial statements and reports. The records of the Program shall be maintained for a minimum of three (3) years after the date of final disbursement of the Contribution, in such a way that: (a) make it possible to identify the sums received from the various sources; (b) show, in accordance with the catalogue of accounts approved by the Bank, the investments in the Program, both with the resources of the Contribution and with the other funds to be provided for its complete execution; (c) include sufficient detail to show the works performed, the goods acquired and the services contracted, as well as the utilization of such works, goods and services; (d) such documents include documentation relating to the bidding process and the execution of the contracts financed by the Bank including, but not limited to, bid requests, bid packages, summaries, bid evaluations, contracts, correspondence, work product and drafts, and invoices, including documents relating to the payment of commissions, and payments to agents, consultants and contractors; and (e) show the cost of the investments in each category and the progress of the Program.

**Article 13. Inspections.** (a) The Bank may establish such inspection procedures as it deems necessary to assure the satisfactory development of the Program.

(b) The Beneficiary, the Executing Agency and the Contracting Agency, if any, shall permit the Bank to inspect at any time the Program, the equipment and materials involved therein, and to examine such records and documents as the Bank may deem pertinent. The personnel which the Bank shall send or designate as investigators, agents, auditors or experts for this purpose shall receive the complete cooperation of the respective authorities. All the costs relating to transportation, salaries, and other expenses of such personnel shall be borne by the Bank.

(c) The Beneficiary, the Executing Agency or the Contracting Agency, as the case may be, shall, upon request of an authorized representative of the Bank, provide to the Bank any documents, including procurement-related documents, that the Bank might reasonably request. In addition, the Beneficiary, the Executing Agency and the Contracting Agency shall make their personnel available, upon reasonable notice, to respond to questions from Bank personnel, which arise during the review or audit of such documents. The Beneficiary, the Executing Agency or the Contracting Agency, as the case may be, shall produce the documents in a timely manner or shall submit an affidavit to the Bank setting forth the reasons why the requested material is unavailable or is being withheld.

(d) If the Beneficiary, the Executing Agency or Contracting Agency, as the case may be, refuses to comply with the Bank's request, or otherwise obstructs the Bank's review of the matter, the Bank in its sole discretion, may take appropriate action against the Beneficiary, Executing Agency or Contracting Agency, as the case may be.

**Article 14. Other Commitments.** The Beneficiary, through the Executing Agency shall also:

(a) provide the Consultants and local experts with secretarial services, offices, office supplies, communication services, transport and any other logistical support required for the execution of their work;

- (b) present to the Bank a copy of the Consultants reports and their comments thereof;
- (c) provide the Bank with any other additional information or legal reports as it may reasonably request concerning execution of the Program and the use of the Contribution and the Counterpart Resources; and
- (d) keep the Bank's Representative in the respective country or countries informed of all aspects of the Program.

**Article 15. Publication of Documents.** Any document issued under the Bank's name or logotype, as part of a special Program, joint program, research Program or any other event financed with the resources of the Program intended for publication, shall be previously approved by the Bank.

**Article 16. Supervision in the Field.** Without prejudice to the supervision of the Program activities performed by the Executing Agency, the Bank may supervise the Program in the field through its Country Office in the country or countries as it may designate for such purpose.

**Article 17. Limitation of the Bank's Obligation.** It is understood that the granting of the Contribution by the Bank does not constitute any obligation whatsoever to totally or partially finance any program or Program that may be undertaken directly or indirectly as a result of the execution of the Program.

**Article 18. Arbitration.** For the solution of any controversy which may arise hereunder and which is not resolved by agreement of the parties, said parties shall unconditionally and irrevocably submit to the following arbitration procedure and award:

(a) **Composition of the Tribunal.** The Arbitration Tribunal shall be composed of three (3) members, to be appointed in the following manner: one by the Bank, another by the Beneficiary, and a third, hereinafter called the "Referee", by direct agreement between the parties or through their respective arbitrators. If the parties fail to agree on who shall be the Referee, or if one of the parties fails to appoint the Referee, the Referee shall be appointed, at the request of either party, by the Secretary General of the Organization of American States. If either of the parties fails to appoint an arbitrator, he shall be appointed by the Referee. If either of the appointed arbitrators or the Referee is unwilling or unable to act or to continue to act, his successor shall be appointed in the same manner as for the original appointment. The successor shall perform the same functions and shall have the same powers as his predecessor.

(b) **Initiation of the Procedure.** In order to submit the controversy to arbitration the claimant shall address to the other party a written communication setting forth the nature of the claim, the satisfaction or compensation sought, and the name of the arbitrator it has appointed. The party receiving such communication shall, within forty-five (45) days, notify the adverse party of the name of the person it has appointed as arbitrator. If, within thirty (30) days after delivery of such notification to the claimant, the parties have not agreed upon the person who is to act as Referee, either party may request the Secretary General of the Organization of American States to make the appointment.

In cases of Agreements with Argentina, the parties agree that prior paragraphs (a) and (b), where it reads: “Secretary General of the Organization of American States”, it shall read instead: “President of the International Court of Justice.”

(c) **Convening of the Tribunal.** The Arbitration Tribunal shall be convened in Washington, District of Columbia, on the date designated by the Referee and, once convened, the Tribunal itself shall decide when it shall meet.

In cases of Agreements with Argentina, the parties agree that this paragraph (c) shall read instead: “The Arbitration Tribunal shall be convened at the place and date it designates and, once convened, it shall meet on the date decided by the Tribunal.”

(d) **Procedure.**

- (i) The Tribunal shall be competent only to hear the matter in controversy. It shall adopt its own procedures and may on its own initiative designate whatever experts it considers necessary. In any case, it shall give the parties the opportunity of making oral presentations.
- (ii) The Tribunal shall proceed ex aequo et bono, basing itself on the terms of this Agreement, and shall issue an award even if either party should fail to appear or to present its case.
- (iii) The award shall be in writing and shall be adopted with the concurrent vote of at least two of the members of the Tribunal. It shall be handed down within sixty (60) days from the date on which the Referee has been appointed, unless the Tribunal determines that, due to special and unforeseen circumstances, such period should be extended. The parties shall be notified of the award by means of a communication signed by at least two members of the Tribunal. The parties agree that any award of the Tribunal shall be complied with within thirty (30) days from the date of notification and it shall be final and not be subject to any appeal.

(e) **Costs.** The fees of each arbitrator shall be paid by the party which appointed him and the fees of the Referee shall be paid by both parties in equal proportion. Prior to the convening of the Tribunal, the parties shall agree on the remuneration of any other person who by mutual agreement, they deem should participate in the arbitration proceedings. If such agreement is not reached in a timely manner, the Tribunal itself may determine the compensation reasonable for such person under the circumstances. Each party shall defray its own expenses in the arbitration proceedings but the expenses of the Tribunal shall be divided and borne equally by both parties. Any doubt regarding the division of expenses or the manner in which they are to be paid shall be determined, without appeal, by the Tribunal.

(f) **Notification.** All notifications regarding the arbitration proceeding or to the award shall be made in the manner provided in the present Agreement. The parties expressly waive any other form of notification.

In cases of Agreements with Ecuador, the parties agree that, for the purposes of notification, this paragraph (f) shall read: “All notifications regarding the arbitration proceeding or to the award, shall be made in the manner provided in the Agreement. The parties expressly waive any other form of notification. Notwithstanding the foregoing, any party delivering a notification hereunder must also notify the Attorney General (Procurador General del Estado) of Ecuador.”

## **ANNEX**

### **THE PROGRAM**

#### **OECS Trade Capacity Building Program**

##### **I. Objective**

- 1.01** The general objective of the Program is to contribute to the improvement of the benefits of international trade for small producers in the Organisation of Eastern Caribbean States (OECS) region while strengthening the region's ability to negotiate and implement trade agreements.
- 1.02** The specific objectives of the Program are to: (a) assess current market intelligence efforts, study best international practices and the viability for implementing them in the region; (b) design a Multilateral Investment Fund (MIF) pilot project aimed at the strengthening of market intelligence for small producers inside the OECS; (c) enhance the capacity of officials to formulate and implement trade policy; (d) promote harmonization of trade policy among OECS states through the Trade Negotiations Group; and (e) support and facilitate participation in negotiations on trade in goods, services, agriculture and trade related areas within the multilateral process through technical studies and consultative activities geared towards the articulation and inclusion of modalities that will support OECS trade policy objectives.

##### **II. Description**

- 2.01** In order to achieve the objectives referred to in section I above, the Program will finance the following components:

###### **1. Component I: Designing a Market Intelligence System**

- 2.02** This component will finance the following activities:

- (i) An assessment of the OECS producers' market intelligence, strategies and information and how they impact production in the region;
- (ii) An analysis of the best international practices supporting the development of market intelligence and the viability of those practices within the Caribbean context. It includes a review of other finalized and ongoing projects, as well as established market intelligence entities within developing countries; and
- (iii) Design of a MIF Pilot Project aimed at *Developing and Strengthening Market Intelligence for Small and Medium Producers in the Caribbean*. This activity will take into consideration the main conclusions drawn from the completion of activities (i) and (ii). The design of the MIF pilot project will include, inter alia: capacity building in analyzing markets and adapting to trends and developments; institutional support to producer capacity and developing corresponding exports;



identifying new export products, including non-traditional exports; compliance with international market requirements and norms, including ISO and HACCP compliance; creation of information channels supporting market intelligence; promotion of networking activities; identification of possible executing agency of the project; and identification of project performance indicators.

- 2.03** Resources allocated under this component will finance consulting services to undertake the activities.

## **2. Component II: Technical Studies**

- 2.04** The resources allocated to this component will be used to hire consultants to undertake technical studies that will inform the participation of the OECS in bilateral trade negotiations. These studies would form part of the preparatory work for CARICOM-Central America, CARICOM-Canada and CARICOM-US bilateral negotiations. Topics could include the following: (i) an Impact Assessment of a Bilateral Trade Agreement with Central America on the OECS Member States; (ii) an Impact Assessment of Bilateral Trade Agreements with Canada and the US on the OECS Member States; and (iii) a Strategy and Approach for OECS Participation in Bilateral Trade Negotiations with Canada and the United States. The Bank in coordination with the Trade Policy Unit (TPU) will make the final reports available to relevant stakeholders within the OECS/CARICOM to facilitate work in the various negotiating theatres.

## **3. Component III: Private Sector Consultations and Capacity Building**

- 2.05** Resources allocated to this component will be used to enhance the capacity of the private sector of the OECS member states to take advantage of market access opportunities from trade agreements. Specifically, a quick assessment of current market access opportunities, including a concrete proposal for enhancing the capacity of the private sector to dialogue with the government in trade-related issues, will be done for the countries to be shared in a regional workshop where outputs from components I and II will also be presented. Additionally, the Bank will invite the Caribbean Regional Negotiating Machinery (CRNM) to participate and present the conclusions from a regional project that has financed activities to increase the awareness and technical knowledge of the private sector in the framework of EPA negotiations. The Bank will work closely with the TPU in order to conduct the regional workshop.

## **4. Component IV: Working Group Consultations of the OECS Trade Negotiating Group**

- 2.06** This component will support the formulation of harmonized negotiating positions for bilateral and multilateral negotiations through stakeholder consultations. The outputs will be incorporated into CARICOM's negotiating brief prepared by the CRNM. The working group comprises public and private sector representatives from each independent Member State and staff of the Trade Policy Unit. Outputs from the OECS Trade Negotiations Group will facilitate the dialogue with the OECS Private Sector.

## **5. Component V: Preparation of Market Access Offers**

- 2.07** Resources allocated to this component will support the preparation of market access offers and text for bilateral and multilateral negotiations by officials from Member States and the OECS Trade Policy Unit. For this purpose, this component will finance the technical meeting of the officials involved.

## **6. Component VI: Institutional Strengthening of the TPU**

- 2.08** To address institutional strengthening of the OECS Trade Policy Unit, this component will finance a consultant who will undertake an institutional assessment of the TPU and prepare a strategic plan, which will help facilitate the Bank's future work with the TPU. The consultant will also support the TPU with execution of the Program and will assist with Program reporting.
- 2.09** In keeping with the performance indicators of the IDB-Canada Trade Fund, information on the total number of workshop attendees will be reported as follows: (a) number from government; (b) number from the private sector; (c) number from civil society; and (d) number of women.

## **III. Total Cost of the Program**

- 3.01** The total cost of the Program is estimated to be the equivalent of three hundred eighty-six thousand four hundred Canadian dollars (CAD\$386,400), in accordance with the following budget:

### **Consolidated Budget**

(in Canadian dollars)

Activity / Description	IDB-Canada Trade Fund	Local Counterpart (in-kind)	Total
<b>Component I:</b> Designing a Market Intelligence System	37,900	-	37,900
<b>Component II:</b> Technical Studies	76,000	-	76,000
<b>Component III:</b> Private Sector Consultation and Capacity Building	57,500	1,900	59,400
<b>Component IV:</b> Working Group Consultations of the OECS Trade Negotiating Group (2 activities)	56,200	3,400	59,600
<b>Component V:</b> Preparation of Market Access Offers	15,200	1,900	17,100
<b>Component VI:</b> Institutional Strengthening of the TPU	96,000	2,400	98,400
<b>Audit</b>	10,000	-	10,000
<b>Financial agency contract fee (2.5%)</b>	10,000	-	10,000
<b>Contingencies (5%)</b>	18,000	-	18,000
<b>Total</b>	<b>376,800</b>	<b>9,600</b>	<b>386,400</b>

## **IV. Execution**

- 4.01** The Program will be executed by the OECS Trade Policy Unit (TPU) within the Economic Affairs Division of the OECS Secretariat in St Lucia. In that context, the Caribbean Development Bank will serve as financial agent on behalf of the OECS General Secretariat. The TPU in close coordination with the Integration and Trade Sector (INT) will be responsible for the day-to-day supervision of the consultants, coordination

of workshop activities and general execution of the Program. The TPU will appoint a contact person responsible for overseeing the implementation of the Program and ensuring the fulfillment of the TPU's responsibilities in this regard.

- 4.02** The TPU will submit a written progress report to the Bank (Integration and Trade Sector) twice a year, on June 1 and December 1, explaining the status of the Program, the degree of completion of the activities of the Program and the progress made in fulfilling its objectives. The report will also include a disaggregated account of expenses. Upon completion of all Program activities, the Executing Agency will submit a final Program report to the Bank, in accordance with the general Bank guidelines regarding the structure and content of those reports.
- 403** To the maximum extent possible, the consultants will work with counterpart staff in a manner that will ensure a transfer of knowledge and technology. All air tickets financed by the Program will be in economy class, and travel will be undertaken via the most direct and economical route.

## **FINANCIAL AGENCY AGREEMENT**

FINANCIAL AGENCY AGREEMENT between the Inter-American Development Bank (the “IDB”) and the Caribbean Development Bank (“CDB”) acting as financial agent (in such capacity, the “Financial Agent”).

WHEREAS, the IDB is party to a letter agreement (the “TC Agreement”, a copy of which is attached as Exhibit I to this Agreement) with the Organisation of Eastern Caribbean States (“OECS”) (the “Beneficiary”), related to the Technical Cooperation Program ATN/CC-11417-RG, “OECS Trade Capacity Building” (the “Program”); and in accordance with the terms of which the IDB seeks to have CDB act as its Financial Agent for purposes of administering the IDB’s grant of up to CAD\$376,800 from the IDB-Canada Trade Fund (the “Grant”).

NOW, THEREFORE, the Financial Agent and the IDB agree as follows:

Article 1. Deposit of the Grant. Promptly following the execution of this Agreement, the Financial Agent shall send a written instruction to the IDB designating a dollar-denominated commercial bank account (the “Account”). Such written instruction shall include sufficient information for effecting a wire transfer of funds to the Account. Within ten (10) business days following the date upon which the IDB certifies full compliance by the Beneficiary with the conditions prior to first disbursement set forth in Paragraph Third of the Special Conditions and Article 2 of the General Conditions of the TC Agreement, the IDB shall cause the resources of the Grant to be deposited in the Account. It is understood that the Account may be an already-existing account maintained by the Financial Agent. The Financial Agent will maintain records that are sufficiently detailed to ensure that it will be able to account for and monitor the proceeds of the Grant separately from any other funds deposited to the Account. As used in this Agreement, “business day” refers to any day in which commercial banks are open for regular operations in Washington, D.C., United States of America and in Barbados, and “dollars” or the symbol “CAD\$” refers to dollars of Canada.

Article 2. Terms of the Account; Interest. The Account shall be an interest-bearing demand deposit account. All interest earned on the funds deposited in the Account shall be: (a) applied to defraying expenses (if any) of the Financial Agent in the maintenance and administration of the Account, and (b) retained or reinvested in the Account and used for financing of the Program, subject to the provisions of Article 5 of this Agreement.

Article 3. Disbursement of Funds from the Grant. From time to time, the IDB in its sole discretion shall instruct the Financial Agent to disburse Grant funds from the Account to a specified recipient, via a written instruction provided by facsimile in accordance with the

provisions of Article 10, and the Financial Agent shall promptly so disburse. Under no circumstances shall the Financial Agent disburse funds from the Grant without having received a specific instruction in writing from the IDB regarding such disbursement.

Article 4. Reporting of Accounts. The Financial Agent shall provide to the IDB: (a) annually, a copy of the audited CDB Annual Report, promptly following the release or publishing of the same; (b) on a quarterly basis, an accounting to the IDB of the status of the Account and disbursements therefrom and expenses charged thereto; and (c) within ten (10) business days following any request made in writing by the IDB, a summary review of the status of the Account, disbursements therefrom and expenses chargeable thereto. In addition, the Financial Agent shall provide to the IDB a complete report of the status of the Account (the "Final Report") within ninety (90) calendar days following receipt of the notice of termination or completion of the Program contemplated in Article 5 of this Agreement.

Article 5. Term of Agreement; Extension or Termination of the Program. (a) The term of this Agreement shall be coterminous with that of the disbursement period of the Program per the TC Agreement, which disbursement period is currently expected to expire thirty (30) months from the effective date of the TC Agreement signed on \_\_\_\_\_ (the "Expiration Date"). Notwithstanding the foregoing, it is understood that the Program may be extended or terminated prior to its contemplated term in accordance with the provisions of the TC Agreement, and that any such extension or termination will be at the sole discretion of the IDB.

(b) Upon the completion or termination by the IDB of the Program, the IDB shall so inform the Financial Agent in writing. The IDB may, at its option, direct in such communication the disposition of any funds remaining in the Account corresponding to the Program, or may defer such decision until after the IDB has received and considered the Final Report. The Financial Agent shall in any event promptly comply with the IDB's instructions regarding the disposition of any funds remaining in the Account that correspond to the Program.

Article 6. Financial Agent's Fee; Expenses. In full consideration for the Financial Agent's services as Financial Agent under this Agreement, the IDB shall pay to the Financial Agent the sum of ten thousand Canadian dollars (CAD\$10,000), in two equal installments of five thousand Canadian dollars (CAD\$5,000). The first installment shall be paid within twenty (20) business days of the date of this Agreement. The second installment shall be paid on that date which is twelve (12) months from the date of this Agreement (the "Second Installment Date"); provided, however, that in the event that the Program has been terminated prior to such Second Installment Date, no such second installment payment shall be due, and the Financial Agent shall return a prorated portion of the first installment payment. Additionally, in the event that the Program is terminated at any time between the Second Installment Date and the Expiration Date, the Financial Agent agrees to return to IDB a prorated share of its fee. In the case of each installment, the Financial Agent shall provide sufficient information regarding the account into which such installment shall be paid via a written instruction to the IDB prior to the relevant payment date. Except as otherwise specified in this Agreement, the Financial Agent shall be responsible for all expenses related to the performance of its duties under this Agreement.

Article 7. Supervision. The Bank's Integration and Trade Sector and the Multilateral Investment Fund will be responsible for the monitoring and supervision of the activities to be financed under the Technical Cooperation Agreement No. ATN/CC-11417-RG. Furthermore, the Bank's Country Office in Barbados will maintain close contact with the Financial Agent during Program execution and will ensure that: (a) disbursement requests are received and processed in a timely manner; (b) extension requests, if any, are received and processed in a timely manner; and (c) the progress reports follow the Bank's format and contain adequate information.

Article 8. Concerning the Financial Agent. The Financial Agent shall have no duties or responsibilities under this Agreement other than those specifically set forth herein.

Article 9. Entire Agreement. This Financial Agency Agreement embodies the entire agreement and understanding between the parties relating to the subject matter hereof and may not be changed orally, but only by an instrument in writing signed by the party against whom enforcement of such change is sought.

Article 10. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been delivered to, and received by, each party when actually received by such party at the following address or facsimile number:

If to the IDB:

Address:

Inter-American Development Bank  
Maple Manor, Hastings  
P.O. Box No. 402  
Christ Church, Barbados W.I.

Facsimile: (246) 429-8869

If to the Financial Agent:

Address:

Caribbean Development Bank  
Wilkey  
St. Michael, Barbados W.I

Facsimile: (246) 426-7269

Notwithstanding the provisions of Article 9 of this Agreement, either party may change its address for notices hereunder by giving notice of such change to the other party in accordance with the provisions of this Article 10.

Article 11. Arbitration. For the solution of any controversy which may arise under this Agreement and which is not resolved by agreement of the parties, said parties shall unconditionally and irrevocably submit to the following arbitration procedure and award:

(a) **Composition of the Tribunal.** The Arbitration Tribunal shall be composed of three (3) members, to be appointed in the following manner: one by the IDB, another by the Financial Agent, and a third, hereinafter called the "Referee", by direct agreement between the parties or through their respective arbitrators. If the parties fail to agree on who shall be the Referee, or if one of the parties fails to appoint the Referee, the Referee shall be appointed, at the request of either party, by the Secretary General of the Organization of American States. If either of the parties fails to appoint an arbitrator, he shall be appointed by the Referee. If either of the appointed arbitrators or the Referee is unwilling or unable to act or to continue to act, his successor shall be appointed in the same manner as for the original appointment. The successor shall perform the same functions and shall have the same powers as his predecessor.

(b) **Initiation of the Procedure.** In order to submit the controversy to arbitration the claimant shall address to the other party a written communication setting forth the nature of the claim, the satisfaction or compensation sought, and the name of the arbitrator it has appointed. The party receiving such communication shall, within forty-five (45) days, notify the adverse party of the name of the person it has appointed as arbitrator. If, within thirty (30) days after delivery of such notification to the claimant, the parties have not agreed upon the person who is to act as Referee, either party may request the Secretary General of the Organization of American States to make the appointment.

(c) **Convening of the Tribunal.** The Arbitration Tribunal shall be convened in Washington, District of Columbia, on the date designated by the Referee and, once convened, the Tribunal itself shall decide when it shall meet.

(d) **Procedure.**

- (i) The Tribunal shall be competent only to hear the matter in controversy. It shall adopt its own procedures and may on its own initiative designate whatever experts it considers necessary. In any case, it shall give the parties the opportunity of making oral presentations.
- (ii) The Tribunal shall proceed ex aequo et bono, basing itself on the terms of this Agreement, and shall issue an award even if either party should fail to appear or to present its case.

- (iii) The award shall be in writing and shall be adopted with the concurrent vote of at least two of the members of the Tribunal. It shall be handed down within sixty (60) days from the date on which the Referee has been appointed, unless the Tribunal determines that, due to special and unforeseen circumstances, such period should be extended. The parties shall be notified of the award by means of a communication signed by at least two members of the Tribunal. The parties agree that any award of the Tribunal shall be complied with within thirty (30) days from the date of notification and it shall be final and shall not be subject to any appeal.

(e) **Costs.** The fees of each arbitrator shall be paid by the party that appointed him and the fees of the Referee shall be paid by both parties in equal proportion. Prior to the convening of the Tribunal, the parties shall agree on the remuneration of any other person who, by mutual agreement, they deem should participate in the arbitration proceedings. If such agreement is not reached in a timely manner, the Tribunal itself may determine the compensation reasonable for such person under the circumstances. Each party shall defray its own expenses in the arbitration proceedings but the expenses of the Tribunal shall be divided and borne equally by both parties. Any doubt regarding the division of expenses or the manner in which they are to be paid shall be determined, without appeal, by the Tribunal.

(f) **Notification.** All notifications regarding the arbitration proceeding or to the award shall be made in the manner provided in this Agreement. The parties expressly waive any other form of notification.

Article 12. Execution in Counterparts; Effectiveness. This Agreement shall be signed in two (2) originals of equal tenor by duly authorized representatives, and will enter into force on the date of its signature by the latter to sign.



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

CARIBBEAN DEVELOPMENT BANK

/s/ Compton Bourne

Name: Compton Bourne

Date: August 7, 2009

Place: Barbados

THE INTER-AMERICAN  
DEVELOPMENT BANK

/s/ Anneke Jessen

Anneke Jessen  
Representative in Barbados

Date: July 29, 2009

Place: Barbados

Exhibit I to Financial Agency Agreement

TC Agreement between the IDB and OECS (attached)