Professor E. Nigel Harris
Office of the Vice Chancellor
The University of the West Indies
Regional Headquarters
Kingston 7
Jamaica, W.I.

Dear Professor Harris:

Re: Regional: IDF Grant for Strengthening Labor Market Monitoring and Performance in the Caribbean Project
IDF Grant No. TF014558

In response to the request for financial assistance made on behalf of The University of the West Indies ("Recipient"), I am pleased to inform you that the International Bank for Reconstruction and Development ("World Bank") proposes to extend to the Recipient, for the benefit of Anguilla, Antigua and Barbuda, the Bahamas, Barbados, Belize, Bermuda, the British Virgin Islands, the Cayman Islands, Commonwealth of Dominica, Grenada, Guyana, Jamaica, Montserrat, St. Kitts and Nevis, Saint Lucia, Saint Vincent and the Grenadines, Trinidad and Tobago, and Turks and Caicos ("Member Countries"), a grant from the World Bank's Institutional Development Fund ("IDF") in an amount not to exceed six hundred eighty eight thousand United States Dollars (U.S.$688,000) ("Grant") on the terms and conditions set forth or referred to in this letter agreement ("Agreement"), which includes the attached Annex, to assist in the financing of the project described in the Annex ("Project").

The Recipient represents, by confirming its agreement below, that it is authorized to enter into this Agreement and to carry out the Project in accordance with the terms and conditions set forth or referred to in this Agreement.

Please confirm the Recipient's agreement to the foregoing by having an authorized official of the Recipient sign and date the enclosed copy of this Agreement, and returning it to the World Bank.
Upon receipt by the World Bank of this countersigned copy, this Agreement shall become effective as of the date of the countersignature; provided, however, that the offer of this Agreement shall be deemed withdrawn if the World Bank has not received the countersigned copy of this Agreement within 90 days after the date of signature of this Agreement by the World Bank, unless the World Bank shall have established a later date for such purpose.

Very truly yours,

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

By

Sophie Sirtaine
Country Director
Caribbean Country Management Unit
Latin America and the Caribbean Region

AGREED:

THE UNIVERSITY OF THE WEST INDIES

By: [Signature]

Authorized Representative

Name: Ed NIGEL HAARIS

Title: VICE CHANCELLOR

Date: JANUARY 30, 2014

Enclosures:


(2) Disbursement Letter of the same date as this Agreement, together with World Bank Disbursement Guidelines for Projects, dated May 1, 2006.


Article I
Standard Conditions; Definitions

1.01. **Standard Conditions.** The Standard Conditions for Grants Made by the World Bank Out of Various Funds dated February 15, 2012 ("Standard Conditions) constitute an integral part of this Agreement.

1.02. **Definitions.** Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Standard Conditions or in this Agreement, and the following additional terms have the following meanings:

(a) “LMMS” means Labor Market Monitoring System.

(b) “Project Countries” means the selected Member Countries which are participating in the Project: Antigua and Barbuda, Belize, Saint Lucia, Barbados, Jamaica and Trinidad and Tobago.

(c) “UOPD” means University Office of Planning and Development.

Article II
Project Execution

2.01. **Project Objectives and Description.** The objective of the Project is to improve the responsiveness of labor market policies and programs to the employment needs and challenges in select Caribbean countries through improved capacity for labor market monitoring and the establishment of information systems for improved labor market performance.

The Project consists of the following parts:

**Part 1: Enhancing Regional Cooperation to Improve Labor Market Policy and Program Performance**

Improving the labor market policy and program performance in the Project Countries through:

(a) The designing and piloting of a community of practice website.

(b) The carrying out of consultations with government and private sector stakeholders.

(c) The conducting of biannual video conferences for government and private sector stakeholders.

(d) The designing of a 10 year strategy and plan for monitoring the labor market in the Member Countries.

(e) The design and development of a memorandum of understanding for the Member Countries.
Part 2: Establishing a Regional Labor Market Monitoring System for the Caribbean

Identifying labor market needs and improving labor market monitoring through:

(a) The designing of terms of reference for the carrying out of labor market monitoring and data needs assessments and the list of standard indicators to be measured.

(b) The carrying out of labor market monitoring and data needs assessments in the Project Countries.

(c) The development of a final report, including the findings from the needs assessments carried out in paragraph (b) above.

(d) The carrying out of workshops to develop country-specific action plans based on the results of the assessments, as referred to in paragraph (b) above.

(e) The designing of a training course for trainers and participants of the Member Countries to improve their capacity to collect labor market data on a regular basis.

(f) The designing and programming of a LMMS.

(g) The designing of user manuals for the system software.

(h) Conducting training for the Recipient's staff and trainers referred to in paragraph (e) above in the use of the LMMS.

(i) Maintaining the LMMS over the 3 year period of the grant.

(j) Installation of the server and cabling for the functioning of the LMMS.

Part 3: Fiduciary Oversight

Conducting audits for the activities to be carried out under the grant.

2.02. Project Execution Generally. The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall carry out the Project in accordance with the provisions of: (a) Article II of the Standard Conditions; (b) the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 (“Anti-Corruption Guidelines”); and (c) this Article II.

2.03. Institutional and Other Arrangements. For purposes of carrying out the Project, the Recipient shall:

(a) Maintain the UOPD at all times with key personnel with qualifications, experience, functions and responsibilities satisfactory to the World Bank.

(b) Ensure that the UOPD carries out the financial management and procurement functions under the grant including the responsibility of the UOPD to hire an external firm for the annual audit.
2.04. **Project Monitoring, Reporting and Evaluation.** (a) The Recipient shall monitor and evaluate the progress of the Project and, upon the World Bank’s request, prepare Project Reports, in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of indicators acceptable to the World Bank. Each Project Report shall cover such period as shall be indicated in the World Bank’s request and shall be furnished to the World Bank not later than one month after the date of such request.

(b) The Recipient shall, upon the World Bank’s request, prepare the Completion Report in accordance with the provisions of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished to the World Bank not later than five months after the Closing Date.

2.05. **Financial Management.** (a) The Recipient shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.

(b) The Recipient shall ensure that interim unaudited financial reports for the Project are prepared and furnished to the World Bank not later than forty-five (45) days after the end of each calendar semester, covering the semester, in form and substance satisfactory to the World Bank.

(c) The Recipient shall have the Financial Statements of the Project audited in accordance with the provisions of Section 2.07 (b) of the Standard Conditions. Each such audit of the Financial Statements shall cover the period of one fiscal year of the Recipient. The audited Financial Statements for each such period shall be furnished to the World Bank not later than six months after the end of such period.

2.06. **Procurement**

(a) **General.** All goods, non-consulting services and consultants’ services required for the Project and to be financed out of the proceeds of the Grant shall be procured in accordance with the requirements set forth or referred to in:

(i) Section I of the “Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011 (“Procurement Guidelines”), in the case of goods and non-consulting services;

(ii) Sections I and IV of the “Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011 (“Consultant Guidelines”) in the case of consultants’ services; and

(iii) the provisions of this Section, as the same shall be elaborated in the procurement plan prepared and updated from time to time by the Recipient for the Project in accordance with paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines (“Procurement Plan”).

(b) **Definitions.** The capitalized terms used in the following paragraphs of this Section to describe particular procurement methods or methods of review by the World Bank of particular contracts, refer to the corresponding method described in Sections II and III of the Procurement Guidelines, or Sections II, III, IV and V of the Consultant Guidelines, as the case may be.
(c) **Particular Methods of Procurement of Goods and Non-consulting Services.** Goods shall be procured under contracts awarded on the basis of: (A) Shopping; and (B) Direct Contracting.

(d) **Particular Methods of Procurement of Consultants' Services**

(i) Except as otherwise provided in item (ii) below, consultants' services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.

(ii) The following methods may be used for the procurement of consultants' services for those assignments which are specified in the Procurement Plan: (A) Quality-based Selection; (B) Selection under a Fixed Budget; (C) Least Cost Selection; (D) Selection based on Consultants' Qualifications; (E) Single-source Selection of consulting firms; (F) Selection of Individual Consultants; and (G) Single-source procedures for the Selection of Individual Consultants.

(e) **Review by the World Bank of Procurement Decisions.** The Procurement Plan shall set forth those contracts which shall be subject to the World Bank's Prior Review. All other contracts shall be subject to Post Review by the World Bank.

**Article III**

**Withdrawal of Grant Proceeds**

3.01. **Eligible Expenditures.** The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) Article III of the Standard Conditions; (b) this Section; and (c) such additional instructions as the World Bank may specify by notice to the Recipient (including the “World Bank Disbursement Guidelines for Projects” dated May 2006, as revised from time to time by the World Bank and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the following table. The table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Grant (“Category”), the allocations of the amounts of the Grant to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Grant Allocated (expressed in USD)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods and non-consulting services</td>
<td>57,500</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Consultants’ Services</td>
<td>367,350</td>
<td>100%</td>
</tr>
<tr>
<td>(3) Training/Workshops</td>
<td>263,150</td>
<td>100%</td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT</strong></td>
<td><strong>688,000</strong></td>
<td></td>
</tr>
</tbody>
</table>
For the purposes of this Section, the term:

"Training/Workshops" means reasonable costs incurred in connection with the provision of training and workshops conducted under the Project in the territory of the selected Member Countries, including printing, purchase and publication of materials, coffee and lunch services, rental of facilities and equipment, and travel and subsistence of trainees, and workshop organizers but excluding salaries of the Recipient’s staff and civil service.

3.02. Withdrawal Conditions. Notwithstanding the provisions of Section 3.01 of this Agreement, no withdrawal shall be made for payments made prior to the date of countersignature of this Agreement by the Recipient.

3.03. Withdrawal Period. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is three years after the date of countersignature of this Agreement by the Recipient.

Article IV
Termination

4.01. Termination for Lack of Implementation or Disbursement. This Agreement and all obligations of the parties under it shall terminate if it has not started implementation or has not disbursed any funds by December 31, 2013, unless the World Bank, after consideration of the reasons of the delay, establishes a later date for the purpose of this Section. The World Bank shall promptly notify the Recipient of such later date.

Article V
Recipient’s Representative; Addresses

5.01. Recipient’s Representative. The Recipient’s Representative referred to in Section 7.02 of the Standard Conditions is the Recipient’s Vice Chancellor.

5.02. Recipient’s Address. The Recipient’s Address referred to in Section 7.01 of the Standard Conditions is:

University Office of Planning and Development
UWI, Cave Hill
Barbados

Cable: Telex: Facsimile:

1.246.438 9132

5.03. World Bank’s Address. The World Bank’s Address referred to in Section 7.01 of the Standard Conditions is:

International Bank for Reconstruction and Development
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Cable: Telex: Facsimile:

INTBAF RAD 248423 (MCI) or 1-202-477-6391
Washington, D.C. 64145 (MCI)