GRANT NUMBER E286

Financing Agreement

(OECS Skills and Innovation Project)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

ORGANISATION OF EASTERN CARIBBEAN STATES

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association"). and ORGANISATION OF EASTERN CARIBBEAN STATES ("Recipient"). The Association and the Recipient hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

- 1.01. The General Conditions (as defined in the Appendix to this Agreement) apply to and form part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient a grant, which is deemed as Concessional Financing for purposes of the General Conditions, in an amount equivalent to four million six hundred thousand Special Drawing Rights (SDR 4,600,000) ("Grant"), to assist in financing the project described in Schedule 1 to this Agreement ("Project").
- 2.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Grant Balance.
- 2.04. The Payment Dates are January 1 and July 1 in each year.
- 2.05. The Payment Currency is Dollar.

ARTICLE III — PROJECT

3.01. The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall carry out Part 1 and Part 3.1 of the Project (its "Respective Parts of the Project") in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

ARTICLE IV — EFFECTIVENESS; TERMINATION

- 4.01. The Project may become effective upon the countersignature of this Agreement (the Signature Date).
- 4.02. For purposes of Section 10.05(b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the Signature Date.

ARTICLE V — REPRESENTATIVE; ADDRESSES

- 5.01. The Recipient's Representative is the OECS Director General.
- 5.02. For purposes of Section 11.01 of the General Conditions:
 - (a) the Association's Address is:

International Development Association 1818 H Street, N.W. Washington, D.C. 20433 United States of America; and

(b) the Association's Electronic Address is:

Telex: Facsimile: E-mail:

248423 (MCI) 1-202-477-6391 <u>lburunciuc@worldbank.org</u>

- 5.03. For purposes of Section 11.01 of the General Conditions:
 - (a) the Recipient's address is:

Organisation of Eastern Caribbean States Commission Morne Fortuné P.O. Box 179, Castries, St. Lucia and

(b) the Recipient's Electronic Address is:

Telephone: Facsimile: E-mail:

1-758-455-6302 1-758-453-1628 <u>didacus.jules@oecs.int</u>

AGREED as of the Signature Date.

INTERNATIONAL DEVELOPMENT ASSOCIATION

Name:

Country Director

Date:

12-Feb-2024

ORGANISATION OF EASTERN CARIBBEAN STATES

 $\mathbf{B}\mathbf{y}$

Authorized Representative

Name: _____

Title: _Director General

Date: ____09-Mar-2024

SCHEDULE 1

Project Description

The objectives of the Project are to (i) enhance youth transversal and advanced technical skills, strengthen regional collaboration in post-secondary education, and foster collaborative innovation; and (ii) in case of an Eligible Crisis or Emergency, respond promptly and effectively to it.

The Project consists of the following parts:

<u>Part 1.</u> <u>Fostering Regional Collaboration for Skills and Innovation in the Post-</u> Secondary Space

- 1.1 Providing technical assistance to enhance harmonization, collaboration, and knowledge exchange among OECS member countries' post-secondary institutions, to improve teaching and learning of Priority Skills and innovation, by supporting the development of, *inter alia*:
 - (a) an assessment of the post-secondary sector in OECS member countries, including, *inter alia*, aspects related to the organization and education service delivery, quality assurance, efficiency, equity, costs, financing, results, and performance;
 - (b) a regional strategic framework for post-secondary education to include actionable strategies to implement selected reforms in post-secondary education based on the assessment of the post-secondary sector developed under Part 1.1(a);
 - (c) a template for Regional Enhancement Plans ("REPs");
 - (d) learning standards for Priority Skills, and learning assessment tools to measure students' proficiency in Priority Skills;
 - (e) harmonized standards for qualifications, evaluation, and professional development of faculty/instructors and leadership staff of post-secondary institutions;
 - (f) an online platform to host the OECS Virtual Campus and the Knowledge, Technology and Innovation Platform ("KTIP") to promote regional collaboration in learning and employment opportunities, knowledge exchanges, networking, and in technology adoption and innovation between different stakeholders (e.g., faculty, researchers, and students of post-secondary institutions, entrepreneurs, public institutions, other private sector actors, the diaspora) in defined Priority Sectors; and

- (g) organizing events (e.g., workshop, seminar, competition, and/or hackathon) for users of the online platform developed under Part 1.1(f), around topics of interest to OECS member countries, to (i) share knowledge and promote collaboration; (ii) induce innovation; and/or (iii) attract potential investors.
- 1.2 Delivering Trainings to stakeholders on the use of the tools, standards, and platforms developed under Part 1.1.
- 1.3 Providing technical assistance to support the development of a regionally interoperable education management information system architecture for post-secondary education in OECS that, *inter alia*, collects, shares, streamlines, integrates, and analyzes regional data on post-secondary education in OECS member countries (including data on youths' education and specialization-related decisions and graduates' labor market outcomes).
- 1.4 Delivering Trainings to stakeholders on the use and maintenance of the architecture developed under Part 1.3.

Part 2. Strengthening Post-Secondary Institutions and Collaborative Innovation

Developing the capacity of post-secondary institutions for strategic planning and implementation, improving learning environments, and fostering better skills by providing technical assistance to Selected Institutions in Participating Countries, and sponsoring collaborative innovation in Grenada (Part 2A) and Saint Lucia (Part 2B), including by:

A. Grenada

- 2.1 Producing a comprehensive diagnostic of each Selected Institution by assessing, *inter alia*, its physical infrastructure, equipment, protocols, learning materials, program offerings, teaching practices, information systems, research and innovation activities, student services, internal quality assurance systems, governance mechanisms, project management capacity, collaboration and exchanges with other post-secondary institutions in the OECS, engagement with the private sector, specific constraints faced by students and teachers (e.g., individuals with disabilities), and labor market-related challenges faced by alumni.
- 2.2 Developing medium-term (5-year) REPs for each Selected Institution based on the template produced under Part 1.1(c) to develop: (a) strategic planning and implementation capacity with clear governance, financing, and monitoring and evaluation mechanisms and (b) state-of-the-art learning environments for the benefit of students and faculty.
- 2.3 Implementing three (3) to five (5) priority areas identified under the REPs, which

may include financing of, *inter alia*, equipment and learning materials; repairs of laboratories and workshops (incorporating, to the extent possible, energy-efficient and climate-resilient features and materials); strengthening of information systems; trainings for teachers and administrative staff; research activities; establishing partnerships with private sector; knowledge exchange programs; and student services; and, the design and implementation of virtual laboratories (i.e., simulators) that use virtual and/or augmented reality.

- 2.4 Providing technical assistance and Trainings to Selected Institutions in Participating Countries related to, *inter alia*: (a) improving teaching and learning of Priority Skills, including skills that support the transition to low-carbon economies, particularly on how to use low-carbon technologies and business models; and (b) developing or enhancing program curricula.
- 2.5 Fostering improved teaching and learning of Priority Skills by procuring off-theshelf software licenses that grant students and teachers in Selected Institutions access to remediation or specialized courses.
- 2.6 Facilitating school-to-work transition of students, particularly those enrolled in programs developed or enhanced by the Project through, *inter alia*: (a) developing career guidance strategies; (b) training students and alumni on how to identify and apply for relevant job opportunities using digital job search platforms; (c) conducting mentoring sessions for students and alumni on professional communication, networking and career exploration and planning; (d) organizing career fairs; and (e) providing Trainings to staff of the Selected Institutions on the labor market information available nationally and in the OECS region.
- 2.7 Conducting a comprehensive assessment of the policy, regulatory, and institutional gaps and constraints that hinder collaboration vis-à-vis research, technology adoption, and innovation among stakeholders in OECS member countries (e.g., post-secondary institutions, entrepreneurs, corporations, the diaspora, incubators, accelerators, and research centers), informed by: (a) a review of legal, operational and policy documents; and (b) focus groups on stakeholders' perceptions.
- 2.8 Providing actionable recommendations and technical assistance, informed by the assessment conducted under Part 2.7, to address prioritized constraints and gaps.
- 2.9 Providing Competitive Matching Grants to co-finance collaborative innovation Sub-projects developed by faculty and students of Participating Countries' post-secondary institutions and entrepreneurs from Participating Countries, leveraging the online platform referred to in Part 1.1(f).
- 2.10 Providing technical assistance, consulting services and Trainings to selected collaborative innovation Sub-projects to enhance managerial, entrepreneurship

and innovation capabilities.

2.11 Developing and executing an action plan for the implementation of Part 2.9 based on capacity building assessments of the entities involved in the Competitive Matching Grants implementation.

B. Saint Lucia

- 2.1 Producing a comprehensive diagnostic of each Selected Institution by assessing, *inter alia*, its physical infrastructure, equipment, protocols, learning materials, program offerings, teaching practices, information systems, research and innovation activities, student services, internal quality assurance systems, governance mechanisms, project management capacity, collaboration and exchanges with other post-secondary institutions in the OECS, engagement with the private sector, specific constraints faced by students and teachers (e.g., individuals with disabilities), and labor market-related challenges faced by alumni.
- 2.2. Developing medium-term (5-year) REPs for each Selected Institution based on the template produced under Part 1.1(c) to develop: (a) strategic planning and implementation capacity with clear governance, financing, and monitoring and evaluation mechanisms; and (b) state-of-the-art learning environments for the benefit of students and faculty.
- 2.3. Implementing three (3) to five (5) priority areas identified under the REPs, which may include financing of, *inter alia*, equipment and learning materials; repairs of laboratories and workshops (incorporating, to the extent possible, energy-efficient and climate-resilient features and materials); strengthening of information systems; trainings for teachers and administrative staff; research activities; establishing partnerships with private sector; knowledge exchange programs; and student services; and, the design and implementation of virtual laboratories (i.e., simulators) that use virtual and/or augmented reality.
- 2.4 Providing technical assistance and Trainings to Selected Institutions in Participating Countries related to, *inter alia*: (a) improving teaching and learning of Priority Skills, including skills that support the transition to low-carbon economies, particularly on how to use low-carbon technologies and business models; and (b) developing or enhancing program curricula.
- 2.5 Fostering improved teaching and learning of Priority Skills by procuring off-theshelf software licenses that grant students and teachers in Selected Institutions access to remediation or specialized courses.
- 2.6 Facilitating school-to-work transition of students, particularly those enrolled in programs developed or enhanced by the Project through, *inter alia*: (a) developing career guidance strategies; (b) training students and alumni on how

to identify and apply for relevant job opportunities using digital job search platforms; (c) conducting mentoring sessions for students and alumni on professional communication, networking and career exploration and planning; (d) organizing career fairs; and (e) providing Training to staff of the Selected Institutions on the labor market information available nationally and in the OECS region.

- 2.7 Conducting a comprehensive assessment of the policy, regulatory, and institutional gaps and constraints that hinder collaboration vis-à-vis research, technology adoption, and innovation among stakeholders in OECS member countries (e.g., post-secondary institutions, entrepreneurs, corporations, the diaspora, incubators, accelerators, and research centers), informed by: (a) a review of legal, operational and policy documents; and (b) focus groups on stakeholders' perceptions.
- 2.8 Providing actionable recommendations and technical assistance, informed by the assessment conducted under Part 2.7, to address prioritized constraints and gaps.
- 2.9 Providing Competitive Matching Grants to co-finance collaborative innovation Sub-projects developed by faculty and students of Participating Countries' post-secondary institutions and entrepreneurs from Participating Countries, leveraging the online platform referred to in Part 1.1(f).
- 2.10 Providing technical assistance, consulting services and Trainings to selected collaborative innovation Sub-projects to enhance managerial, entrepreneurship and innovation capabilities.
- 2.11 Developing and executing an action plan for the implementation of Part 2.9 based on capacity building assessments of the entities involved in the Competitive Matching Grants implementation.

Part 3. Project Management and Technical Assistance

- Provide support to the Regional Project Implementation Unit ("RPIU") for project management, including: (a) procurement; (b) financial management; (c) environmental and social requirements; (d) monitoring and evaluation; (e) reporting; (f) Trainings; (g) Operating Costs; and (h) conducting independent technical audits and the Project's independent financial audits.
- 3.2 Provide support to the Grenada Project Implementation Unit, for project management, including:
 - (a) (i) procurement; (ii) financial management; (iii) environmental and social requirements; (iv) monitoring and evaluation; (v) reporting; (vi) Trainings; and (vii) Operating Costs;

- (b) conducting independent technical audits and the Project's independent financial audits; and
- (c) providing technical assistance to strengthen select aspects of Participating Countries' post-secondary education systems by, *inter alia*: (i) conducting surveys among stakeholders in Selected Institutions; (ii) assessing pathways between secondary and post-secondary education and providing recommendations on how to strengthen the link between these education levels; (iii) providing recommendations on how to develop sustainable financing mechanisms; and (iv) conducting an assessment on the barriers that boys face to participate in post-secondary education and providing recommendations to support boys overcome such barriers.
- 3.3 Provide support to the Saint Lucia Project Implementation Unit, for project management, including:
 - (a) (i) procurement; (ii) financial management; (iii) environmental and social requirements; (iv) monitoring and evaluation; (v) reporting; (vi) Trainings; and (vii) Operating Costs;
 - (b) conducting independent technical audits and the Project's independent financial audits; and
 - (c) providing technical assistance to strengthen select aspects of Participating Countries' post-secondary education systems by, *inter alia*: (i) conducting surveys among stakeholders in Selected Institutions; (ii) assessing pathways between secondary and post-secondary education and providing recommendations on how to strengthen the link between these education levels; (iii) providing recommendations on how to develop sustainable financing mechanisms; and (iv) conducting an assessment on the barriers that boys face to participate in post-secondary education and providing recommendations to support boys overcome such barriers.

Part 4. Contingency Emergency Response Component

Provision of immediate response to an Eligible Crisis or Emergency, as needed.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

- 1. The Recipient, through the OECS Commission, shall:
 - (a) establish, no later than one hundred twenty (120) days after the Effective Date, and thereafter maintain throughout Project implementation, a RPIU with composition, staff in numbers and with qualifications, resources, terms of reference, and functions acceptable to the Association, as set forth in the Project Operational Manual ("POM"), including: (i) a Project manager; (ii) a Project Assistant; (iii) a financial management specialist; (iv) a procurement specialist; and (v) an environmental and social specialist;
 - (b) vest the responsibilities of the day-to-day coordination and implementation of the Recipient's Respective Part of the Project to the RPIU, including the responsibility for: (i) ensuring that the requirements, criteria, policies, procedures, and organizational arrangements set forth in the POM are applied in carrying out the Respective Part of the Project; (ii) financial management; (iii) procurement; (iv) accounting; (v) preparation of all Project reports (including interim financial reports); (vi) environmental and social risk management; (vii) monitoring and evaluation of the Project; and (viii) communications;
 - (c) establish, no later than ninety (90) days after the Effective Date, and thereafter maintain throughout Project implementation, a Regional Steering Committee ("RSC"), with composition, resources, terms of reference and functions acceptable to the Association, as further set forth in the POM, to be responsible for, *inter alia*: (i) overseeing the implementation performance of activities that are of regional nature and provide overall policy guidance and ensure coordination and collaboration between regional and country stakeholders; (ii) assessing and approving the REP template and the draft REPs prepared by Selected Institutions; (iii) approving the Regional Grants Manual and the Competitive Matching Grants Agreement template; and (iv) approving the action plan required in Part 2.11; and approving the list of Priority Skills and Priority Sectors under the Project;
 - (d) appoint, no later than ninety (90) days after the Effective Date, and maintain throughout Project implementation, a chair to the Regional

- Steering Committee, with terms of reference and functions acceptable to the Association, as further set forth in the POM;
- (e) develop and adopt a POM, satisfactory to the Association, no later than forty-five (45) days after the Effective Date;
- (f) submit to the Association, as further detailed in the POM: (i) a bi-yearly interim financial report within forty-five (45) days after the close of each six-month period; and (ii) an annual audit report within six (6) months of the close of the financial year; and
- (g) ensure adequate coordination between the RPIU and the Participating Countries' PIUs in accordance with procedures set forth in the POM.

B. Project Operational Manual

- 1. The Recipient, through the OECS Commission, shall maintain the POM, in a manner and with contents acceptable to the Association, including, *inter alia*: (a) detailed description, sequencing and timetable of all Project activities and expenditure categories; (b) roles and responsibilities of relevant actors; (c) procurement and financial management procedures; (d) procedures for Project monitoring, supervision and evaluation, including the format and content of Project reports; (e) internal control mechanisms to manage, control, and conduct oversight; and (f) Personal Data protocols to be used under the Project, which shall be in accordance with international best practices.
- 2. The Recipient, through the OECS Commission, shall carry out its Respective Part of the Project in accordance with the provisions of the POM.
- 3. Except as the Association may otherwise agree in writing, the Recipient shall not abrogate, amend, suspend, waive, or otherwise fail to enforce the POM or any provision thereof.
- 4. In case of any conflict between the terms of the POM and those of this Agreement, the terms of this Agreement shall prevail.

C. Environmental and Social Standards

- 1. The Recipient, through the OECS Commission, shall ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Association.
- 2. Without limitation upon paragraph 1 above, the Recipient, through the OECS Commission, shall ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan ("ESCP"), in a manner acceptable to

the Association. To this end, the Recipient, through the OECS Commission, shall ensure that:

- (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, as provided in the ESCP;
- (b) sufficient funds are available to cover the costs of implementing the ESCP;
- (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
- (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Association shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
- 3. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
- 4. The Recipient, through the OECS Commission, shall ensure that:
 - (a) all measures necessary are taken to collect, compile, and furnish to the Association through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Association, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Association, setting out, *inter alia*: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and
 - (b) the Association is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
- 5. The Recipient, through the OECS Commission, shall establish, publicize, maintain and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Association.

Section II. <u>Project Monitoring, Reporting and Evaluation</u>

The Recipient shall furnish to the Association each Project Report not later than forty-five (45) days after the end of each calendar semester, covering the calendar semester.

Section III. Withdrawal of the Proceeds of the Grant

A. General

Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Recipient may withdraw the proceeds of the Grant to finance Eligible Expenditures in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

Category	Amount of the Grant Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, non-consulting services, consulting services, Trainings, and Operating Costs for Part 1 and Part 3.1 of the Project	4,600,000	100%
TOTAL AMOUNT	4,600,000	

B. Withdrawal Conditions; Withdrawal Period

- 1. Notwithstanding the provisions of Part A above, no withdrawal shall be made for payments made prior to the Signature Date.
- 2. The Closing Date is January 8, 2030.

APPENDIX

Definitions

- 1. "Anti-Corruption Guidelines" means, for purposes of paragraph 5 of the Appendix to the General Conditions, 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 and as of July 1, 2016.
- 2. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
- 3. "Competitive Matching Grant" means the competitive matching grant that the Participating Countries shall grant to an Eligible Beneficiary pursuant to the Regional Grants Manual, as referred to in Part 2 of Schedule 1 of this Agreement, following the principles of transparency, independence, competitiveness, impartiality, and gender and ethnic inclusiveness.
- 4. "Eligible Beneficiary" means a student or faculty member from a Participating Country's post-secondary institution or an entrepreneur from a Participating Country who fulfills the criteria to be established in the Regional Grants Manual referred to in Schedule 2, Sections I.A.1(c) of this Agreement.
- 5. "Environmental and Social Commitment Plan" or "ESCP" means the environmental and social commitment plan for the Project, dated November 13, 2023 as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Recipient shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.
- 6. "Environmental and Social Standards" or "ESSs" means, collectively: (i) "Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts"; (ii) "Environmental and Social Standard 2: Labor and Working Conditions"; (iii) "Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management"; (iv) "Environmental and Social Standard 4: Community Health and Safety"; (v) "Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement"; (vi) "Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources"; (vii) "Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan African Historically Underserved Traditional Local Communities"; (viii) "Environmental and Social Standard 8: Cultural Heritage";

- (ix) "Environmental and Social Standard 9: Financial Intermediaries"; (x) "Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure"; effective on October 1, 2018, as published by the Association.
- 7. "General Conditions" means the "International Development Association General Conditions for IDA Financing, Investment Project Financing", dated December 14, 2018 (last revised on July 15, 2023).
- 8. "Knowledge, Technology and Innovation Platform" or "KTIP" means a platform to foster knowledge exchanges, networking and collaboration in innovation-related activities within the OECS regional innovation ecosystem in the Project's Priority Sectors. The KTIP will be closely connected to the OECS Virtual Campus.
- 9. "OECS" means the Organisation of the Eastern Caribbean States established under the Treaty of Basseterre dated 1981, and operating also under the Revised Treaty of Basseterre dated 2010.
- 10. "OECS Commission" means the executive body of the OECS.
- 11. "OECS Virtual Campus" means a regional online platform for OECS postsecondary institutions to offer opportunities for learning, knowledge exchange, and networking between faculty, students, and other stakeholders, including the private sector.
- 12. "Operating Costs" means reasonable costs, as shall have been approved by the Association, for the incremental expenses incurred on account of Project implementation, consisting of, *inter alia*, communication costs, office supplies and maintenance, rent, internet, minor office refurbishing, equipment maintenance, utilities, translation costs, document duplication/printing, consumables, vehicle operation and maintenance, bank fees, travel cost, accommodation costs (lodging), and *per diem* for Project staff for travel linked to the implementation of the Project, and other reasonable costs directly associated with the implementation of the Project (but excluding consulting services).
- 13. "Participating Countries" means Grenada and Saint Lucia.
- 14. "Personal Data" means any information relating to an identified or identifiable individual. An identifiable individual is one who can be identified by reasonable means, directly or indirectly, by reference to an attribute or combination of attributes within the data, or combination of the data with other available information. Attributes that can be used to identify an identifiable individual include, but are not limited to, name, identification number, location data, online identifier, metadata and factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of an individual.

- 15. "PIUs" means the Project Implementation Units in the Participating Countries.
- 16. "Priority Sectors" means strategic sectors of potential growth and/or those that contribute to low greenhouse gases and increase OECS countries' resilience to natural disasters, as approved by the RSC and further specified in the POM.
- 17. "Priority Skill" means foundational and higher-order cognitive, socioemotional, digital, entrepreneurial, and managerial skills, as approved by the RSC and further specified in the POM.
- 18. "Procurement Regulations" means, for purposes of paragraph 85 of the Appendix to the General Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated September 2023.
- 19. "Regional Enhancement Plans" or "REPs" are defined as capacity-strengthening plans for selected post-secondary institutions in participating countries, which aim to: (i) develop capacity of post-secondary institutions for strategic planning and implementation with clear governance, financing, and monitoring and evaluation mechanisms; and (ii) develop state-of-the-art learning environments in these post-secondary institutions that will also benefit students and/or faculty in other institutions in the region.
- 20. "Regional Grants Manual" means the manual prepared collaboratively between the implementing entities of the Participating Countries that sets the procedures, terms and conditions for the collaborative innovation Sub-projects and Competitive Matching Grants referred to in Schedule 2, Section I.A.1(c) of this Agreement.
- 21. "Regional Project Implementation Unit" or "RPIU" means the Recipient's unit in charge of carrying out the implementation of the Respective Part of the Project, referred to in Part 3 of Schedule 1 to this Agreement.
- 22. "Selected Institutions" means the Sir Arthur Lewis Community College, the National Skills Development Center, the T.A. Marryshow Community College, and the New Life Organization, or any legal successors thereto.
- 23. "Signature Date" means the later of the two dates on which the Recipient and the Association signed this Agreement and such definition applies to all references to "the date of the Financing Agreement" in the General Conditions.
- 24. "Sub-project" means a collaborative innovation sub-project presented by an Eligible Beneficiary that aims to address challenges faced by the OECS region in prioritized sectors to be supported through Competitive Matching Grants, as per the guidelines to be established in the Regional Grants Manual referred to in Schedule 2, Sections I.A.1(c) of this Agreement.

25. "Trainings" means the reasonable costs associated with training under the Project, as agreed between the Recipient, through the OECS Commission, and the Association, and attributable to study tours, training courses, seminars, workshops and other training activities, not included under service providers' contracts, including, *inter alia*, costs of training materials, space and equipment rental, travel, accommodation and *per diem* costs of trainees and trainers, trainers' fees, and other training related miscellaneous costs.