No. 19915

UNITED STATES OF AMERICA and CARIBBEAN COMMUNITY

Project Grant Agreement for basic health management training (with annex). Signed at Bridgetown on 30 August 1978

Authentic text: English.

Registered by the United States of America on 10 June 1981.

ÉTATS-UNIS D'AMÉRIQUE et COMMUNAUTÉ DES CARAÏBES

Accord de don pour un projet relatif à la formation de personnel pour la gestion des services de santé de base (avec annexe). Signé à Bridgetown le 30 août 1978

Texte authentique: anglais.

Enregistré par les États-Unis d'Amérique le 10 juin 1981.

PROJECT GRANT AGREEMENT BETWEEN CARIBBEAN COM-MUNITY SECRETARIAT AND THE UNITED STATES OF AMERICA FOR BASIC HEALTH MANAGEMENT TRAINING

Dated: August 30, 1978

A.I.D. Project Number 538-0019

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PROJECT GRANT AGREEMENT dated August 30, 1978, between Caribbean Community Secretariat ("Grantee") and the United States of America, acting through the Agency for International Development ("A.I.D.").

Article 1. THE AGREEMENT

The purpose of this Agreement is to set out the understandings of the parties named above ("Parties") with respect to the undertaking by the Grantee of the project described below ("Project"), and with respect to the financing of the Project by the Parties.

Came into force on 30 August 1978 by signature.

² Not printed herein. For the text of the annex see "Project Grant Agreement between the United States of America and Haiti relating to health services. Signed at Port-au-Prince on 30 August 1977" in the United Nations, *Treaty Series*, vol. 1229, No. I-19855.

Article 2. THE PROJECT

- Section 2.1. DEFINITION OF PROJECT. The Project which is further described in Annex 1 will consist of a regional Health Management training program under which the Grantee will develop and implement a management training program to service the health needs appropriate to the needs of the Caribbean Region through the upgrading and expansion of the skills in the Ministries of Health employees and community health aides of the Eligible Countries (as such term is defined in Section 5.1 hereof). Annex 1, attached hereto, amplifies the above definition of the Project. Within the limits of the above definition of the Project, elements of the amplified description stated in Annex 1 may be changed by written agreement of the authorized representatives of the Parties named in Section 8.2 without formal amendment of this Agreement.
- Section 2.2. INCREMENTAL NATURE OF PROJECT. (a) A.I.D.'s contribution to the Project will be provided in increments, the initial one being made available in accordance with Section 3.1 of this Agreement. Subsequent increments will be subject to availability of funds to A.I.D. for this purpose, and to the mutual agreement of the Parties, at the time of a subsequent increment, to proceed.
- (b) Within the overall Project Assistance Completion Date stated in this Agreement, A.I.D., based upon consultation with the Grantee, may specify in Project Implementation Letters appropriate time periods for the utilization of funds granted by A.I.D. under an individual increment of assistance.

Article 3. FINANCING

- Section 3.1. THE GRANT. To assist the Grantee to meet the costs of carrying out the Project, A.I.D., pursuant to the Foreign Assistance Act of 1961, as amended, agrees to grant under the terms of this Agreement not to exceed One Million United States ("U.S.") Dollars (\$1,000,000) ("Grant"). The Grant may be used to finance foreign exchange costs, as defined in Section 6.1 and local currency costs, as defined in Section 6.2 of goods and services required for the Project.
- Section 3.2. Grantee Resources for the Project. The Grantee agrees to provide or cause to be provided for the Project all funds, in addition to the Grant, and all other resources required to carry out the Project effectively and in a timely manner.
- Section 3.3. PROJECT ASSISTANCE COMPLETION DATE. (a) The "Project Assistance Completion Date" (PACD), which is the date which the third anniversary plus six months of the date of this Agreement, or such other date as the Parties may agree to in writing, is the date by which the Parties estimate that all services financed under the Grant will have been performed and all goods financed under the Grant will have been furnished for the Project as contemplated in this Agreement.
- (b) Except as A.I.D. may otherwise agree in writing, A.I.D. will not issue or approve documentation which would authorize disbursement of the Grant for services performed subsequent to the PACD or for goods furnished for the Project, as contemplated in this Agreement, subsequent to the PACD.
- (c) Requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters are to be received by A.I.D. or any bank described in Section 7.1 no later than nine (9) months following

the PACD, or such other period as A.I.D. agrees to in writing. After such period, A.I.D., giving notice in writing to the Grantee, may at any time or times reduce the amount of the Grant by all or any part thereof for which requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters, were not received before the expiration of said period.

Article 4. Conditions Precedent to Disbursement

Section 4.1. CONDITIONS PRECEDENT TO INITIAL DISBURSEMENT. Prior to any disbursement or to the issuance of any commitment documents under the Project Agreement, Grantee shall furnish to A.I.D., in form and substance satisfactory to A.I.D.:

- a) A legal opinion of the General Counsel of Grantee or other legal counsel acceptable to A.I.D. to the effect that the Project Agreement has been duly authorized and/or ratified by the Board of Directors of Grantee and executed on its behalf and that it constitutes a valid and legally binding obligation of the Grantee in accordance with all its terms; and
- b) A certified statement of the name of the person(s) authorized under the Project Agreement to act as Grantee's representative under the Agreement with authenticated specimen signatures of said representatives.

Section 4.2. CONDITIONS PRECEDENT TO DISBURSEMENT OTHER THAN FOR TECHNICAL ASSISTANCE. Except as A.I.D. may otherwise agree in writing, prior to any disbursement or to the issuance of any commitment documents under the Project Agreement to finance other than technical assistance, Grantee shall furnish to A.I.D., in form and substance satisfactory to A.I.D.:

- (i) A written plan for the hiring and scheduled placement of the staff required for the Project;
- (ii) A written statement from each eligible Grantee member country giving:
 - (a) The name of an individual appointed to serve as Project Coordinator for the duration of the Project;
 - (b) A policy statement, issued by the Government of the eligible Grantee member country through the Ministry, Department or Agency responsible for Health, authorizing supervisors to make every effort to release staff to participate in project activities; and
 - (c) An agreement providing the appropriate Government inputs identified equal to those in the Project Paper;
- (iii) A plan of activities for 1978 and 1979 which shall incorporate the A.I.D. Grant.

Section 4.3. NOTIFICATION. When A.I.D. has determined that the conditions precedent specified in Sections 4.1 and 4.2 have been met, it will promptly notify the Grantee.

Section 4.4. TERMINAL DATES FOR CONDITIONS PRECEDENT. If all of the conditions specified in Section 4.1 have not been met within 90 days from the date of this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may terminate this Agreement by written notice to Grantee.

Article 5. [SPECIAL COVENANTS]

- Section 5.1. [ELIGIBLE COUNTRIES]. Grantee, except as A.I.D. shall otherwise agree in writing, shall covenant to:
- (a) Utilize funds made available under the Project for financing and technical assistance activities only in the following countries ("Eligible Countries"): Antigua, Barbados, Belize, Dominica, Grenada, St. Kitts-Nevis-Anguilla, St. Lucia, Montserrat and St. Vincent;
- (b) Submit for A.I.D. approval any grant-financed contract which exceeds \$5,000;
- (c) Provide a written commitment stating that every effort will be made to secure funds from regular budgetary sources to support continuation of core staff and activities following termination of the A.I.D. contribution;
- (d) Maintain and support health programs which develop regional unity and better utilize existing resources.
- Section 5.2. PROJECT EVALUATION. The Parties agree to establish an evaluation program as part of the Project. Except as the Parties otherwise agree in writing, the evaluation program will include, during the implementation of the Project and at one or more points thereafter:
- (1) Evaluation of progress toward attainment of the objectives of the Project;
- (2) Identification and evaluation of problem areas of constraints which may inhibit such attainment:
- (3) Assessment of how such information may be used to help overcome such problems; and
- (4) Evaluation, to the degree feasible, of the overall development impact of the Project.

Article 6. PROCUREMENT SOURCE

Section 6.1. Foreign Exchange Costs. Disbursements pursuant to Section 7.1 will be used exclusively to finance the costs of goods and services required for the Project having their source and origin in the United States (Code 000 of the A.I.D. Geographic Code Book as in effect at the time orders are placed or contracts entered into for such goods and services) ("Foreign Exchange Costs"), except as A.I.D. may otherwise agree in writing, and except as provided in the Project Grant Standard Provisions Annex, Section C.1. (b), with respect to marine insurance.

Section 6.2. Local Currency Costs. Disbursements pursuant to Section 7.2 will be used exclusively to finance the costs of goods and services required for the Project having their source and, except as A.I.D. may otherwise agree in writing, their origin in the Eligible countries ("Local Currency Costs").

Article 7. DISBURSEMENT

Section 7.1. DISBURSEMENT FOR FOREIGN EXCHANGE COSTS. (a) After satisfaction of conditions precedent, the Grantee may obtain disbursements of funds under the Grant for the Foreign Exchange Costs of goods or services

required for the Project in accordance with the terms of this Agreement, by such of the following methods as may be mutually agreed upon:

- By submitting to A.I.D., with necessary supporting documentation as prescribed in Project Implementation Letters, (A) requests for reimbursement for such goods or services, or, (B) requests for A.I.D. to procure commodities or services in Grantee's behalf for the Project; or
- (2) By requesting A.I.D. to issue Letters of Commitment for specified amounts (A) to one or more U.S. banks, satisfactory to A.I.D., committing A.I.D. to reimburse such bank or banks for payments made by them to contractors or suppliers, under Letters of Credit or otherwise, for such goods or services, or (B) directly to one or more contractors or suppliers, committing A.I.D. to pay such contractors or suppliers for such goods or services.
- (b) Banking charges incurred by Grantee in connection with Letters of Commitment and Letters of Credit will be financed under the Grant unless Grantee instructs A.I.D. to the contrary. Such other charges as the Parties may agree to may also be financed under the Grant.
- Section 7.2. DISBURSEMENT FOR LOCAL CURRENCY COSTS. satisfaction of condition precedent, the Grantee may obtain disbursements of funds under the Grant for Local Currency Costs required for the Project in accordance with the terms of this Agreement, by submitting to A.I.D., with necessary supporting documentation as prescribed in Project Implementation Letters, requests to finance such costs.
 - (b) The local currency needed for such disbursements may be obtained:
- By acquisition by A.I.D. with U.S. Dollars by purchase or from local currency (1)already owned by the U.S. Government; or
- (2) By A.I.D. (A) requesting the Grantee to make available the local currency for such costs, and (B) thereafter making available to the Grantee, through the opening or amendment by A.I.D. of Special Letters of Credit in favor of the Grantee or its designee, an amount of U.S. Dollars equivalent to the amount of local currency made available by the Grantee, which dollars will be utilized for procurement from the United States under appropriate procedures described in Project Implementation Letters.
- The U.S. dollar equivalent of the local currency made available hereunder will be, in the case of subsection (b) (1) above, the amount of U.S. dollars required by A.I.D. to obtain the local currency, and in case of subsection (b) (2) above, an amount calculated at the rate of exchange specified in the applicable Special Letter of Credit Implementation Memorandum hereunder as of the date of the opening of the applicable Special Letter of Credit.
- Section 7.3. OTHER FORMS OF DISBURSEMENT. Disbursements of the Grant may also be made through such other means as the Parties may agree to in writing.
- Section 7.4. RATE OF EXCHANGE. Except as may be more specifically provided under Section 7.2 if funds provided under the Grant are introduced into the country in which a sub-project is located by A.I.D. or any public or private agency for purposes of carrying out obligations of A.I.D. hereunder, the Grantee will make such arrangements as may be necessary so that such funds may be

converted into currency of such country at the highest rate of exchange which at the time the conversion is made, is not unlawful in such country.

Article 8. MISCELLANEOUS

Section 8.1. COMMUNICATIONS. Any notice, request, document, or other communication submitted by either Party to the other under this Agreement will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such party at the following addresses:

To the Grantee:

Mail address:

Caribbean Community Secretariat P.O. Box 607 Third Floor, Bank of Guyana Building Avenue of the Republic Georgetown, Guyana

Alternate address for cables: CARIBSEC Guyana

To A.I.D.:

Mail address:

A.I.D. Representative Regional Development Office/Caribbean P.O. Box 302 Bridgetown, Barbados

Alternate address for cables:

A.I.D. Representative American Embassy Bridgetown, Barbados

All such communications will be in English, unless the Parties otherwise agree in writing. Other addresses may be substituted for the above upon the giving of notice.

Section 8.2. REPRESENTATIVES. For all purposes relevant to this Agreement, the Grantee will be represented by the individual holding or acting in the office of the Secretary General and A.I.D. will be represented by the individual holding or acting in the office of the A.I.D. Representative, each of whom, by written notice, may designate additional representatives for all purposes other than exercising the power under Section 2.1 to revise elements of the amplified description in Annex 1. The names of the representatives of the Grantee, with specimen signatures, will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

Section 8.3. STANDARD PROVISION ANNEX. A "Project Grant Provisions Annex" (Annex 2)¹ is attached to and forms part of this Agreement.

¹ See footnote 2, p. 30.

IN WITNESS WHEREOF, the Grantee and the United States of America, each acting through its duly authorized representative, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

Caribbean Community Secretariat: United States of America:

[Signed] [Signed]

By: Dr. Philip Boyd By: John J. Eddy Title: Chief, Health Section Title: Chargé d'affaires

[Signed]

By: WILLIAM B. WHEELER Title: A.I.D. Representative

ANNEX 1

PROJECT DESCRIPTION

A. Goal, Purpose and Strategy

The goal of the Project is to improve the Health Status of the people of the Windward and Leeward Islands, Barbados and other eligible Grantee member countries in the CARICOM region.

The purpose of the Project is to enhance the managerial capacity of personnel of all levels within the Ministries of Health of the Leeward and Windward Islands, Barbados and other eligible Grantee member countries. The Project represents a unified approach to health training through a regional institution and is based upon utilization of local staff and facilities for implementation. By strengthening the regional institution, the Project encourages efficiencies, common efforts and cost sharing for health services directed to populations of limited revenue producing ability.

B. The Program

A.I.D. grant funds of \$1,800,000 in the three years of life of Project will be used by Grantee to develop and implement a training system which will up-grade and expand the skills of health staffs of the eligible Grantee member countries. The training program is designed for applicability to various management groups from Ministries to Community Health Aides thereby achieving a uniformity and "Team" plan.

C. Administration of the Program

Grantee will be responsible for administering the grant for the training program in accordance with A.I.D.'s guidelines. Responsibility for project implementation will be delegated by Grantee to the Health Section of the Functional Cooperative Division.

The Chief of the Health Section will devote ten percent of his time to overseeing this project and coordination with other Grantee initiatives in health. In the process of implementing this project, the Health Section will:

- 1. Continue to identify and define problems in the area of health management.
- 2. Prepare the project work plan and ensure its timely implementation.
- 3. Schedule and coordinate logistic activities.
- 4. Design curricula for the various training modules.

- 5. Determine appropriate mode of response to specialized technical assistance request from island governments and provide positive reinforcement to the islands by ensuring the rapid deployment of technical assistance.
- 6. Integrate project activities with other health activities as well as with activities of other sectors in the region.
- 7. Maintain an active system of communication with the participating governments and local Projects Coordinators as well as key agencies and institutions.
- 8. Report periodically on the project to the Health Ministers Conference and carry out the decisions of the Conference pertaining to and consistent with this project.
- Assemble basic materials for "Management Development Resource Center" (library, etc.) and collect and disseminate supplementary materials to establish a center in each country.
- 10. Develop and maintain a system to identify personnel of the region with special skills related to health.
- 11. Conduct periodic evaluation of project activities. The Health Section will obtain the additional staff required to implement the project.

D. Financial Plan

The following table shows the estimated summary costs of the project elements and the source of funds:

Source	A.I.D. Grant	Grantee	Islands	Total
	(US\$ 000)			
Training	518.6		301.9*	820.5
Technical assistance	520.7	24.0*		544.7
Commodities	125.8	27.0	120.0	272.8
Implementing agency support	445.4		_	445.4
Sub-total	1,610.5	51.0	421.9	2,083.4
Contingency	189.5	5.8	46.3	241.6
Total	1,800.0	56.8	468.2	2,325.0

^{*} Estimates of in-kind support to the project, includes facility allocation.