Strategic Climate Fund
Pilot Program for Climate Resilience
Grant Agreement

(Improving Climate Data and Information Management Project)

between

JAMAICA

and

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT

acting as an Implementing Entity of the Pilot Program for Climate Resilience under
the Strategic Climate Fund

Dated October 2, 2015
AGREEMENT dated October 2, 2015, entered into between JAMAICA ("Recipient"); and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("World Bank"), acting as an implementing agency of the Pilot Program for Climate Resilience ("PPCR") under the Strategic Climate Fund ("SCF").

The Recipient and the World Bank hereby agree as follows:

**Article I**

**Standard Conditions; Definitions**


1.02. 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.

**Article II**

**The Project**

2.01. The Recipient declares its commitment to the objectives of the project described in Schedule 1 to this Agreement ("Project"). To this end, the Recipient shall cause the Project to be carried out through the Planning Institute of Jamaica ("PIOJ") in accordance with the provisions of Article II of the Standard Conditions.

2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Recipient and the World Bank shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

**Article III**

**The Grant**

3.01. The World Bank agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount equal to six million eight hundred thousand United States Dollars ($6,800,000) ("Grant") to assist in financing the Project.
3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section IV of Schedule 2 to this Agreement.

3.03. The Grant is funded out of the abovementioned trust fund for which the World Bank receives periodic contributions from the donors to the trust fund. In accordance with Section 3.02 of the Standard Conditions, the World Bank’s payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the donors under the abovementioned trust fund, and the Recipient’s right to withdraw the Grant proceeds is subject to the availability of such funds.

**Article IV**
**Additional Remedies**

4.01. The Additional Events of Suspension referred to in Section 4.02 (k) of the Standard Conditions consist of the following:

(a) The PIOJ Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely, in the opinion of the World Bank, the ability of PIOJ to perform any of its obligations under the PIOJ memorandum of understanding (“PIOJ MOU”) under Section 1.B.1 of Schedule 2 to the Agreement.

(b) The Recipient’s Strategic Program for Climate Resilience (“SPCR”) has been amended, suspended or abrogated so as to affect materially and adversely, in the opinion of the World Bank, the execution of the Project.

(c) The World Bank has determined after the Effective Date referred to in Section 5.03 of this Agreement that prior to such date but after the date of this Agreement, an event has occurred which would have entitled the World Bank to suspend the Recipient’s rights to make withdrawals from the Grant Account if this Agreement had been effective on the date such event occurred.

**Article V**
**Effectiveness; Termination**

5.01. This Agreement shall not become effective until evidence satisfactory to the World Bank has been furnished to the World Bank that the conditions specified below have been satisfied, namely:

(a) the execution and delivery of this Agreement on behalf of the Recipient have been duly authorized or ratified by all necessary governmental action; and

(b) the PIOJ MOU has been executed on behalf of the Recipient and PIOJ.
5.02. As part of the evidence to be furnished pursuant to Section 5.01 (a), there shall be furnished to the World Bank an opinion or opinions satisfactory to the World Bank of counsel acceptable to the World Bank or, if the World Bank so requests, a certificate satisfactory to the World Bank of a competent official of the Recipient, showing the following matter, that on behalf of the Recipient, that this Agreement has been duly authorized or ratified by, and executed and delivered on its behalf and is legally binding upon it in accordance with its terms.

5.03. Except as the Recipient and the World Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the World Bank dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Section 5.01 (“Effective Date”). If, before the Effective Date, any event has occurred which would have entitled the World Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the World Bank may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.

5.04. Termination for Failure to Become Effective. This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date 120 days after the date of this Agreement, unless the World Bank, after consideration of the reasons for 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 VI
Recipient’s Representative; Addresses

6.01. The Recipient’s Representative referred to in Section 7.02 of the Standard Conditions is its Minister of Finance and Planning.

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

Ministry of Finance and Planning
30 National Heroes Circle
Kingston 4
Jamaica

Facsimile:

876-924-9291
AGREED at __________, __________, as of the day and year first above written.

JAMAICA

By

Authorized Representative

Name: Peter D. Phillips PhD MP

Title: Minister of Finance and Planning

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
acting as an Implementing Entity of the Pilot Program for Climate Resilience under the Strategic Climate Fund

By

Authorized Representative

Name: Galina Sotirouz

Title: Country Manager
6.03. 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: INTBAFRAD
Telex: 248423 (MCI) or 64145 (MCI)
Facsimile: 1-202-477-6391 (MCI)
SCHEDULE 1

Project Description

The objective of the Project is to improve the quality and use of climate related data and information for effective planning and action at local and national levels.

The Project consists of the following parts:

Part 1: Upgrading hydro-meteorological data collection, processing and forecasting systems

Carrying out activities to upgrade existing and/or provide new systems for hydro-meteorological data collection, processing and forecasting, including, inter alia:

1.1 supplying and installing equipment for sea-level monitoring, meteorological, hydrological and agro-meteorological activities, provision of Training for staff of MSJ, WRA and RADA on their operation and maintenance; and purchasing of spare parts;

1.2 rehabilitating the Coopers Hill Station Facility including replacing the Doppler Radar and provision of Training to MSJ staff on its operation and maintenance; and

1.3 strengthening the capacity of staff of MSJ, WRA and RADA on data management, quality assurance of data collection, and weather forecasting through provision of consulting services and Training.

Part 2: Climate resilient planning and hydro-meteorological information services

Provision of technical assistance to promote the Recipient’s readiness for climate resilience including inter alia through:

2.1 updating the downscaled high resolution climate change scenarios and using said scenarios to prepare the State of the Jamaican Climate 2015 and 2019 reports (including the summary for policy makers); and provision of Training on sector specific climate resilience planning;

2.2 preparing national vulnerability assessments in selected priority sectors to complement the modeling output in 2.1 above and to define priorities and actions on climate resilience;

2.3 preparing detailed Health Sector Vulnerability Assessments and costed resilience strengthening plans to assist health facilities and operations withstand and respond to climate related hazards;
2.4 carrying out Community-based Risk Profiling to assess the communities' vulnerability to various climate related hazards and develop early warning messaging for vulnerable groups; and

2.5 upgrading the Multi-agency Climate and Natural Risk Data and Information Sharing System to integrate climate data, and making the data user friendly and accessible to the public.

Part 3: Climate change education and awareness towards behavioral change

Provision of technical assistance to promote climate change awareness at the national and local level through:

3.1 carrying out climate change information, education and communication campaigns; and

3.2 conducting targeted attitude and behavioral change initiatives.

Part 4: Project management, monitoring and evaluation

Provision of support to PIOJ for Project implementation including financial management, procurement, environmental and social safeguards implementation, monitoring and evaluation and supervision of Project activities.
Section I. Institutional and Other Arrangements

A. Institutional Arrangements

1. *PIU*

The Recipient shall cause the PIOJ to maintain, at all times during Project implementation, the PIU led by a project manager and assisted by adequate professional, technical and administrative staff (including procurement and accounting specialists); with experience, qualifications, responsibilities and resources satisfactory to the World Bank; and responsible for coordinating all activities of the Project including fiduciary support to the Technical Implementing Agencies.

2. *Technical Implementing Agencies*

To promote effective implementation of the Project, the Recipient shall ensure that each of the Technical Implementing Agencies appoints a focal person to coordinate and oversee the day to day implementation of the Project and provide technical support to PIOJ during Project implementation.

3. *PPCR Steering Committee*

The Recipient shall:

(a) maintain throughout the implementation of the Project, the PPCR SC with a mandate and terms of reference satisfactory to the World Bank; and

(b) cause the PPCR SC to carry out implementation oversight responsibilities, including, ensuring effective implementation of the Project; and addressing any inter-agency and strategic level issues and risks which may adversely affect Project implementation.

B. Implementation Arrangements

1. **Memorandum of Understanding**

(a) To facilitate the carrying out of the Project, the Recipient shall:

(i) make the proceeds of the Grant allocated to the Project available to PIOJ under the PIOJ MOU between the Recipient and PIOJ,
pursuant to terms and conditions approved by the Bank, which shall include the obligation to carry out the Project in accordance with the provisions of this Agreement; and

(ii) exercise its rights and carry out its obligations under the PIOJ MOU and shall cause the PIOJ to exercise its rights and carry out its obligations in such manner as to protect the interests of the Recipient and the World Bank and to accomplish the purposes of the Grant. Except as the World Bank shall otherwise agree, the Recipient shall not terminate, assign, amend, abrogate, waive or fail to enforce, and shall cause the PIOJ not to terminate, assign, amend, abrogate, waive or fail to enforce, the PIOJ MOU or any of its provisions.

C. Project Operational Manual

1. The Recipient shall cause PIOJ to carry out the Project in accordance with an operational manual acceptable to the World Bank (the “Project Operational Manual”) which shall set forth rules, methods, guidelines, standard documents and procedures for the carrying out of the Project including *inter alia*:

   (a) the detailed description of Project parts;

   (b) the implementation arrangements and agreed guidelines for the parts of the Project;

   (c) detailed Project cost estimates;

   (d) the Procurement Plan;

   (e) the Environmental Management Framework ("EMF");

   (f) guidelines for monitoring and evaluation, and reporting;

   (g) the administrative, accounting, auditing, reporting, financial, procurement and disbursement procedures, including all pertinent standard documents and model contracts in relation thereto;

   (h) the plan for the monitoring and supervision of the Project activities, including all environmental and social aspects in relation thereto; and

   (i) the performance indicators for the Project.
2. In the event that any provision of the Project Operational Manual shall conflict with any provision under this Agreement, the terms of this Agreement shall prevail.

3. The Project Operational Manual may be amended from time to time only with the World Bank's prior written consent.

D. **Anti-Corruption**

The Recipient shall ensure and cause the PIOJ to ensure that the Project is carried out in accordance with the provisions of 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”).

E. **Safeguards**

1. The Recipient shall cause the PIOJ to ensure that the Project is carried out in accordance with the Environmental Management Framework (“EMF”). To this end, the Recipient shall ensure that if any activities included in the Project, pursuant to the EMF, require the carrying out of an Environmental Management Plan (“EMP”), no such activities shall be implemented, unless and until, an EMP for such activities has been: (a) prepared, in accordance with the EMF and furnished to the World Bank; (b) adopted in a manner acceptable to the World Bank; and (c) disclosed locally and publicly as required by the EMF.

2. In case of a conflict between the EMF or EMP and the provisions of this Agreement, the provisions of this Agreement shall prevail.

**Section II. Project Monitoring, Reporting and Evaluation**

A. **Project Reports; Completion Report**

1. The Recipient shall cause the PIOJ to monitor and evaluate the progress of the Project and 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 the period of one calendar semester and shall be furnished to the World Bank not later than 45 days after the end of the period covered by such report.

2. The Recipient shall cause the PIOJ to 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 six months after the Closing Date. In order to assist the Recipient in preparing the Completion Report,
the Recipient shall employ consultants whose qualifications, experience and terms of reference are acceptable to the World Bank.

B. Financial Management; Financial Reports; Audits

1. The Recipient shall and shall cause the PIOJ to ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.

2. The Recipient shall cause the PIOJ to ensure that interim unaudited financial reports for the Project are prepared and furnished to the World Bank as part of the Project Report not later than 45 days after the end of each calendar quarter, covering the quarter, in form and substance satisfactory to the World Bank.

3. The Recipient shall cause the PIOJ to have the Financial Statements for 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.

Section III. Procurement

A. General

1. Procurement and Consultant Guidelines. All goods, works, 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:


   (b) the provisions of this Section III, 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”).
2. **Definitions.** The capitalized terms used below in 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.

B. **Particular Methods of Procurement of Goods, Works and Non-consulting Services**

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods, works and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding.

2. **Other Methods of Procurement of Goods, Works and Non-consulting Services.** The following method, other than International Competitive Bidding, may be used for procurement of goods, works and non-consulting services for those contracts specified in the Procurement Plan: (a) National Competitive Bidding; (b) Shopping; and (c) Direct Contracting.

C. **Particular Methods of Procurement of Consultants’ Services**

1. **Quality- and Cost-based Selection.** Except as otherwise provided in paragraph 2 below, consultants’ services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.

2. **Other Methods of Procurement of Consultants’ Services.** The following methods, other than Quality- and Cost-based Selection, may be used for procurement of consultants’ services for those assignments which are specified in the Procurement Plan: (a) Least Cost Selection; (b) Single-source Selection of consulting firms; (c) Selection based on Consultants’ Qualifications; (d) Procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines for the Selection of Individual Consultants; and (e) Single-source procedures for the Selection of Individual Consultants.

D. **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.
Section IV. Withdrawal of Grant Proceeds

A. General

1. Eligible Expenditures. The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) 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 (Exclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, works, non-consulting services, consultants’ services and Training under the Project</td>
<td>6,120,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Operating Costs</td>
<td>680,000</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>6,800,000</td>
<td></td>
</tr>
</tbody>
</table>

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed $300,000 equivalent may be made for payments made prior to this date but on or after May 22, 2015, for Eligible Expenditures.

2. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is April 30, 2021.
APPENDIX

Definitions


2. “CCD” means the Recipient’s Climate Change Division, under the MWLECC, or its legal successor thereto.

3. “Community-based Risk Profiling” means a categorization of communities based on an assessment of the communities’ resilience to climate change at the local level.


5. “Coopers Hill Station Facility” means the existing facility where Jamaica’s Doppler Radar is located.

6. “Doppler Radar” means the equipment used for weather detection and monitoring.

7. “EDMSS” means the Recipient’s Emergency, Disaster Management and Special Services branch, under MOH (as herein after defined), or its legal successor thereto.

8. “EMF” or “Environmental Management Framework” means the Recipient’s environmental management framework prepared, published and made publicly available on October 30, 2014, satisfactory to the World Bank, outlining general implementation procedures, mitigation measures and monitoring procedures for environmental purposes under the Project, as the same may be amended from time to time with the World Bank’s prior approval.

9. “EMP” or “Environmental Management Plan” means the Borrower’s plan, in form and substance satisfactory to the Bank mitigating potential environmental impacts, giving details of measures to manage potential environmental risks and mitigate, reduce and/or offset adverse environmental impacts, together with adequate institutional, monitoring and reporting arrangements capable of ensuring proper implementation of, and regular feedback on compliance with, its terms, as such plan may be amended and/or supplemented from time to time with prior written approval of the Bank.
10. "Health Sector Vulnerability Assessment" means an assessment of potential impacts on the Recipient’s health sector arising from climate related changes.

11. "MLGCD" means the Ministry of Local Government and Community Development, or its legal successor thereto.

12. "MOH" means the Recipient’s Ministry of Health, or its legal successor thereto.

13. "MSJ" means the Recipient’s Meteorological Service of Jamaica, a division under the MWLECC, or its legal successor thereto.

14. "Multi-agency Climate and Natural Risk Data and Information Sharing System" means a platform for: (a) storing and managing the Recipient’s entities’ climate and natural risk data; and (b) facilitating users’ access to a variety of data including environmental and climate change data from international database repositories.

15. "MWLECC" means the Recipient’s Ministry of Water, Land, Environment, and Climate Change, or its legal successor thereto.

16. "NSDMD" means the Recipient’s National Spatial Data Management Division, under MWLECC, or its legal successor thereto.

17. "ODPEM" means the Recipient’s Office of Disaster Preparedness and Emergency Management under the MLGCD, or its legal successor thereto.

18. "Operating Costs" means the reasonable incremental operating expenses incurred by the Recipient on account of the Project implementation, management, monitoring and reporting including on account of operation and maintenance costs of office and office equipment; office supplies, additional staff costs, travel and supervision costs, per diem, but excluding the salaries and indemnities of officials and public servants of the Recipient.

19. "PIOJ" means the Planning Institute of Jamaica, established and operating pursuant to the PIOJ Legislation.

20. "PIOJ Legislation" means the Recipient’s Planning Institute of Jamaica Act, 1984, as may be amended from time to time.

21. "Pilot Program for Climate Resilience" or "PPCR" means the program established under the Strategic Climate Fund in accordance with the Governance Framework for the Strategic Climate Fund for the purposes set forth in the PPCR Design Document.
22. "PPCR Design Document" is the design for the Pilot Program for Climate Resilience, approved by the Strategic Climate Trust Fund Committee and issued on November 18, 2008, as said design may be amended from time to time in accordance with its terms.

23. "PPCR SC" or "PPCR Steering Committee" means a committee established by the Recipient to provide technical advice and oversight to the implementation of the PPCR Projects.


25. "Procurement Plan" means the Recipient's procurement plan for the Project, dated May 20, 2015 and referred to in paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.

26. "Project Operational Manual" or "POM" means the Project operational manual dated June 6, 2015 and referred to in Section 1. C of Schedule 2 to this Agreement, as the same may be amended from time to time with the prior written approval of the Bank.

27. "RADA" means the Recipient's Rural Agricultural Development Authority, established and operating pursuant to the Rural Agriculture Development Act of 1990 (as amended from time to time), or its legal successor thereto.

28. "SCF" or "Strategic Climate Fund" means one of the two funds of the Climate Investment Funds.

29. "SPCR" or "Strategic Program for Climate Resilience" means the Recipient’s strategy for climate resilience, dated November 2, 2011 and revised on April 16, 2012.

30. "State of the Jamaican Climate" means a report which gives a comprehensive scientific assessment and projection of the main climate parameters, rainfall, and temperature by geographic areas with assessment impact for various sectors of the Recipient’s territory.

31. "Technical Implementing Agencies" means the Recipient’s entities in charge of providing technical support in the implementation of the Project, in accordance with Section I.A.2 of Schedule 2 to this Agreement and includes MSJ, WRA, CCD, NSDMD, RADA, EDMSS, and ODPEM.
32. "Training" means expenditures, excluding consultants' services, incurred by the Recipient for carrying out seminars, workshops, conference and study tours, and costs associated with such activity including travel and subsistence costs for training participants, costs of securing the services of trainers, rental of training facilities, purchase and production of training materials, and other costs directly related to course preparation and implementation.

33. "WRA" means the Recipient's Water Resources Authority under the MWLECC, or its legal successor thereto.