Loan Agreement

(Jamaica Integrated Community Development Project)

between

JAMAICA

and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

Dated May 6, 2014
LOAN AGREEMENT

Agreement dated 11th May 2014, between JAMAICA ("Borrower") and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("Bank"). The Borrower and the Bank hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

1.01. The General Conditions (as defined in the Appendix to this Agreement) constitute an integral 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 — LOAN

2.01. The Bank agrees to lend to the Borrower, on the terms and conditions set forth or referred to in this Agreement, the amount of forty-two million Dollars ($42,000,000), as such amount may be converted from time to time through a Currency Conversion in accordance with the provisions of Section 2.07 of this Agreement ("Loan"), to assist in financing the project described in Schedule 1 to this Agreement ("Project").

2.02. The Borrower may withdraw the proceeds of the Loan in accordance with Section IV of Schedule 2 to this Agreement.

2.03. The Front-end Fee payable by the Borrower shall be equal to one quarter of one percent (0.25%) of the Loan amount.

2.04. The interest payable by the Borrower for each Interest Period shall be at a rate equal to the Reference Rate for the Loan Currency plus the Variable Spread; provided, that upon a Conversion of all or any portion of the principal amount of the Loan, the interest payable by the Borrower during the Conversion Period on such amount shall be determined in accordance with the relevant provisions of Article IV of the General Conditions. Notwithstanding the foregoing, if any amount of the Withdrawn Loan Balance remains unpaid when due and such non-payment continues for a period of thirty days, then the interest payable by the Borrower shall instead be calculated as provided in Section 3.02(e) of the General Conditions.

2.05. The Payment Dates are February 15 and August 15 in each year.
2.06. The principal amount of the Loan shall be repaid in accordance with the amortization schedule set forth in Schedule 3 to this Agreement.

2.07. (a) The Borrower may at any time request any of the following Conversions of the terms of the Loan in order to facilitate prudent debt management:

(i) a change of the Loan Currency of all or any portion of the principal amount of the Loan, withdrawn or unwithdrawn, to an Approved Currency;

(ii) a change of the interest rate basis applicable to:

(A) all or any portion of the principal amount of the Loan withdrawn and outstanding from a Variable Rate to a Fixed Rate, or vice versa; or

(B) all or any portion of the principal amount of the Loan withdrawn and outstanding from a Variable Rate based on a Reference Rate and the Variable Spread to a Variable Rate based on a Fixed Reference Rate and the Variable Spread, or vice versa; or

(C) all of the principal amount of the Loan withdrawn and outstanding from a Variable Rate based on a Variable Spread to a Variable Rate based on a Fixed Spread; and

(iii) the setting of limits on the Variable Rate or the Reference Rate applicable to all or any portion of the principal amount of the Loan withdrawn and outstanding by the establishment of an Interest Rate Cap or Interest Rate Collar on the Variable Rate or the Reference Rate.

(b) Any conversion requested pursuant to paragraph (a) of this Section that is accepted by the Bank shall be considered a “Conversion”, as defined in the General Conditions, and shall be effected in accordance with the provisions of Article IV of the General Conditions and of the Conversion Guidelines.

(c) Promptly following the Execution Date for an Interest Rate Cap or Interest Rate Collar for which the Borrower has requested that the premium be paid out of the proceeds of the Loan, the Bank shall, on behalf of the Borrower, withdraw from the Loan Account and pay to itself the amounts required to pay any premium payable in accordance with Section 4.05(c) of the General Conditions up to the amount
allocated from time to time for the purpose in the table in Section IV of Schedule 2 to this Agreement.

ARTICLE III — PROJECT

3.01. The Borrower declares its commitment to the objective of the Project. To this end, the Borrower shall cause the Project to be carried out by the Project Implementing Entity in accordance with the provisions of Article V of the General Conditions and the Project Agreement.

3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Borrower and the Bank shall otherwise agree, the Borrower shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

ARTICLE IV — REMEDIES OF THE BANK

4.01. The Additional Events of Suspension consist of the following:

(a) The Project Implementing Entity’s Charter has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely, in the opinion of the Bank, the ability of the Project Implementing Entity to perform any of its obligations under the Project Agreement.

(b) The legislation or regulations of the Borrower and/or the rules or procedures of the Borrower or Project Implementing Entity, other than the Project Implementing Entity’s Charter, including the Environmental Management Framework and the Resettlement Policy Framework, have been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely, in the opinion of the Bank after consultation with the Borrower, the implementation of the Project.

(c) The Project Implementing Entity shall have failed to comply with any of its obligations under the Subsidiary Agreement.

4.02. The Additional Events of Acceleration consist of the following:

(a) The event specified in paragraph (c) of Section 4.01 of this Agreement occurs and is continuing for a period of 60 days after notice of the event has been given by the Bank to the Borrower.

(b) The events specified in Sections 4.01 (a) or (b) of this Agreement occur.
ARTICLE V — EFFECTIVENESS; TERMINATION

5.01. The Additional Condition of Effectiveness consists of the following:

(a) The Subsidiary Agreement has been executed on behalf of the Borrower and the Project Implementing Entity;

(b) The Project Operational Manual has been adopted by the Project Implementing Entity.

5.02. The Additional Legal Matter consists of the following: namely, that the Subsidiary Agreement has been duly authorized or ratified by the Borrower and the Project Implementing Entity and is legally binding upon the Borrower and the Project Implementing Entity in accordance with its terms.

5.03. Without prejudice to the provisions of the General Conditions, the Effectiveness Deadline is the date ninety (90) days after the date of this Agreement, but in no case later than eighteen (18) months after the Bank’s approval of the Loan, which expires on September 14, 2015.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

6.01. The Borrower’s Representative is the Minister of Finance and Planning.

6.02. The Borrower’s Address is:

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

Faesimile:

876-924-9291
6.03. The Bank’s Address is:

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

Cable address: INTBAFRAD Washington, D.C.
Telex: 248423(MCI) or 64145(MCI)
Facsimile: 1-202-477-6391

AGREED at Kingston, JAMAICA, as of the day and year first above written.

JAMAICA

By

Authorized Representative

Name: Peter D. Phillips
Title: Minister of Finance and Planning

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

By

Authorized Representative

Name: Sophie Sirianne
Title: Country Director
SCHEDULE 1

Project Description

The objective of the Project is to enhance access to basic urban infrastructure and services and to contribute towards increased community safety in selected economically vulnerable and socially volatile inner city communities of the Borrower.

The Project consists of the following parts:

Part 1: Basic Infrastructure and Access to Services:

Developing infrastructure investments across Project Communities according to identified community priorities, including, *inter alia*:

(a) widening, rehabilitating and paving existing roads;

(b) improving storm water drainage;

(c) installing water supply and sanitation household connections and promoting behavioral change for the use and maintenance of water supply and sanitation infrastructure;

(d) improving electricity connections and lighting through: (1) installing street lighting; (2) extending the electricity network and regularization of illegal electricity connections; (3) promoting behavioral change for the use and maintenance of electricity connections and lighting; and (4) supporting environmentally sustainable lighting;

(e) rehabilitating educational facilities;

(f) removing zinc fences and replacing with permanent structures;

(g) constructing community integrated spaces and mobile mediation centers; and

(h) improving the cleanliness of Project Communities through: (1) the provision of equipment; (2) the construction of skip enclosures around dumpsters; (3) the carrying out of cleanup and maintenance activities by Environmental Wardens; and (4) the provision of RB Incentives to: (A) NSWMA for the provision of waste collection and recycling services; and (B) Community-Based Organizations and Environmental Wardens for the carrying out of litter management and collection; all located in RB Community Areas.

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Part 2: Public Safety Enhancement and Alternative Livelihoods:

(a) Supporting the development and roll-out of programs that focus on key safety concerns and high risk groups through, *inter alia*:

(i) Implementing the Violence Interrupter Programs; and

(ii) Strengthening school and community based violence prevention interventions in Selected Communities, including, *inter alia*: (1) the Safe Passages Program; (2) the Programme for Alternative Student Support; and (3) school-community and after-school programs.

(b) Supporting alternative livelihoods through, *inter alia*:

(i) Implementing programs (selected pursuant to the criteria set forth in the Project Operational Manual) to engage youth in leadership and civic participation.

(ii) Improving participation in community cleanliness through: (1) implementing cleanup programs (selected pursuant to the criteria set forth in the Project Operational Manual); and (2) strengthening public awareness programs to improve the cleanliness of Project Communities.

(iii) Strengthening micro-enterprises through: (1) designing a skills and knowledge transfer program; and (2) providing training in the following areas: business plan development, operations, accounting, marketing, human resources and finance.

(iv) Implementing youth education and recreation programs (selected pursuant to the criteria set forth in the Project Operational Manual) to enhance learning and develop social and conflict mediation skills.

Part 3: Institutional Strengthening for Urban Management and Public Safety:

Supporting institutional strengthening activities related to urban management and public safety through, *inter alia*:

(a) Carrying out capacity building activities for selected entities of the Borrower responsible for urban management through, *inter alia*:

(i) providing technical assistance to the MTWH to identify options for low-income housing in densely populated areas, including the development of a strategy to incorporate the private sector and NGOs in low-income housing development;
(ii) providing equipment and technical assistance to the NLA through: (1) improving the systems to pre-check survey plans and cadastral maps for the general registration of land titles; and (2) preparing a national policy on land regularization;

(iii) preparing an urban renewal plan for communities in and around Downtown Kingston, including actions to address poor infrastructure and housing;

(iv) preparing a strategy for the renewal of inner city communities considering infrastructure and housing stock; and

(v) carrying out capacity building activities, as required, for the Borrower’s governmental agencies responsible for the operation and maintenance of basic infrastructure, including: roads, water pipelines, sanitation facilities, drainage works, educational facilities, community centers, public spaces, skips and drums.

(b) Carrying out capacity building activities for selected entities of the Borrower responsible for public safety through, *inter alia:*

(i) improving the coverage, range and distribution of data collected by the Crime Observatory, including, *inter alia: (1) expanding coverage; (2) improving the software to analyze data collected; (3) carrying out capacity building activities for staff to analyze and disseminate a greater volume of information; (4) carrying out two Victimization Surveys; and (5) updating existing community profiles through the inclusion of new data on crime and violence and outreach to communities to obtain information;*

(ii) strengthening the Borrower’s governmental agencies’ capacity to: (1) carry out impact evaluation and evidence-based crime and violence reduction interventions; and (2) collect public safety data.

(iii) providing training to community mobilizers and para-professionals for the incorporation of evidence-based principles and approaches for the implementation of Part 2(a) of the Project.
Part 4: Project Management:

Supporting Project management through, *inter alia*:

(a) carrying out Project audits;

(b) carrying out the financial management and procurement requirements under the Project;

(c) monitoring and evaluation of Project activities;

(d) providing equipment and training for the PIU;

(e) carrying out workshops and outreach activities to promote positive environmental and social behavior related to the Project;

(f) hiring an Independent Verification Agent for purposes of Part 1(h) (4) of the Project

(g) providing technical assistance to support: (i) crime and violence prevention activities under the Project; (ii) environmental and social management under the Project; and (iii) financial and procurement management under the Project; and

(h) financing Operating Costs.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements.

The Borrower shall ensure that the PIU is operated and maintained, throughout implementation of the Project, with functions, staffing, and responsibilities satisfactory to the Bank, as set forth in the Project Operational Manual.

B. Subsidiary Agreement

1. To facilitate the carrying out of the Project, the Borrower shall make the proceeds of the Loan available to the Project Implementing Entity under a subsidiary agreement (the Subsidiary Agreement) between the Borrower and the Project Implementing Entity, under terms and conditions satisfactory to the Bank, which shall include, inter alia: (a) the Loan amount; (b) the terms and conditions for the Project Implementing Entity’s receipt of the Loan on a grant basis; (c) the obligations of the Project Implementing Entity to take all actions to enable the Borrower to comply with the pertinent obligations under this Agreement as applicable to the Project; and (d) the pertinent provisions of this Agreement.

2. The Borrower shall exercise its rights and carry out its obligations under the Subsidiary Agreement in such manner as to protect the interests of the Borrower and the Bank and to accomplish the purposes of the Loan. Except as the Bank shall otherwise agree, the Borrower shall not assign, amend, terminate, abrogate or waive the Subsidiary Agreement or any of its provisions.

C. Anti-Corruption

The Borrower shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.

D. Safeguards

1. The Borrower shall ensure that the Project is carried out in accordance with the EMF and RPF.
2. The Borrower shall cause the Project Implementing Entity to ensure that the terms of reference for any consultancy in respect to Part 3 of the Project shall be satisfactory to the World Bank following its review thereof and, to that end, such terms of reference shall duly incorporate the requirements of the Bank Safeguards Policies then in force, as applied to the advice conveyed through such technical assistance.

Section II. Project Monitoring Reporting and Evaluation

A. Project Reports

1. The Borrower shall monitor and evaluate, or cause the Project Implementing Entity to monitor and evaluate, the progress of the Project and prepare Project Reports in accordance with the provisions of Section 5.08 of the General Conditions and on the basis of indicators as set forth in the Project Operational Manual. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the Bank not later than one month after the end of the period covered by such report.

2. For purposes of Section 5.08 (c) of the General Conditions, the report on the execution of the Project and related plan required pursuant to that Section shall be furnished to the Bank not later than four (4) months after the Closing Date.

B. Financial Management, Financial Reports and Audits

1. The Borrower shall maintain or cause to be maintained a financial management system in accordance with the provisions of Section 5.09 of the General Conditions.

2. Without limitation on the provisions of Part A of this Section, the Borrower shall prepare and furnish to the Bank as part of each Project Report, interim unaudited financial reports for the Project covering the semester, in form and substance satisfactory to the Bank.

3. The Borrower shall have its Financial Statements audited in accordance with the provisions of Section 5.09 (b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one fiscal year of the Borrower. The audited Financial Statements for each such period shall be furnished to the Bank not later than six months after the end of such period.
Section III.  Procurement

A.  General

1.  **Goods, Works and Non-consulting Services.** All goods, works and non-consulting services required for the Project and to be financed out of the proceeds of the Loan shall be procured in accordance with the requirements set forth or referred to in Section I of the Procurement Guidelines, and with the provisions of this Section.

2.  **Consultants’ Services.** All consultants’ services required for the Project and to be financed out of the proceeds of the Loan shall be procured in accordance with the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines and with the provisions of this Section.

3.  ** Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the 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 methods, 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;

   (c) Community Participation procedures which have been found acceptable to the Bank; and

   (d) 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 contracts 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) Procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines for the Selection of Individual Consultants; and (g) Single-source procedures for the Selection of Individual Consultants.

D. **Review by the Bank of Procurement Decisions**

The Procurement Plan shall set forth those contracts which shall be subject to the Bank’s Prior Review. All other contracts shall be subject to Post Review by the Bank.

**Section IV. Withdrawal of Loan Proceeds**

A. **General**

1. The Borrower may withdraw the proceeds of the Loan in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Bank shall specify by notice to the Borrower (including the “World Bank Disbursement Guidelines for Projects” dated May 2006, as revised from time to time by the Bank and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.

2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Loan (“Category”), the allocation of the amounts of the Loan 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 Loan Allocated (expressed in USD)</th>
<th>Percentage of Expenditures to be financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, works, non-consulting services, consultants' services, and Operating Costs for Parts 1 (a) through (h) (3), 2, 3 and 4 of the Project</td>
<td>41,430,726</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Goods to serve as RB Incentives for NSWMA under Part 1(h)(4)(A) of the Project</td>
<td>285,714</td>
<td>100%</td>
</tr>
<tr>
<td>(3) Salary supplement and goods and/or works under Subprojects to serve as RB Incentives for Environmental Wardens and Community Based Organizations, respectively, all under Part 1(h)(4)(B) of the Project</td>
<td>178,560</td>
<td>100%</td>
</tr>
<tr>
<td>(4) Front-end Fee</td>
<td>105,000</td>
<td>Amount payable pursuant to Section 2.03 of this Agreement in accordance with Section 2.07(b) of the General Conditions</td>
</tr>
<tr>
<td>(5) Interest Rate Cap or Interest Rate Collar premium</td>
<td>0</td>
<td>Amount due pursuant to Section 2.07(c) of this Agreement</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>42,000,000</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:

   (a) for payments made prior to the date of this Agreement.

   (b) for payments under Category (2) unless: (i) the Project Implementing Entity retains an Independent Verification Agent; (ii) the NSWMA RB Agreement has been executed, on terms and conditions satisfactory to the Bank; (iii) the Project Implementing Entity has furnished to the Bank an acceptable Independent Verification Report; and (iv) said Independent Verification Report has not been presented to the Bank to support a previous withdrawal application from the Loan Account; and

   (c) for payments under Category (3) in respect of each RB Agreement unless: (i) the Project Implementing Entity retains an Independent Verification Agent; (ii) the pertinent RB Agreement has been executed, on terms and conditions acceptable to the Bank; (iii) the Project Implementing Entity has furnished to the Bank an acceptable Independent Verification Report; and (iv) said report from the Independent Verification Agent has not been presented to the Bank to support a previous withdrawal application from the Loan Account.

2. The Closing Date is May 1, 2020.
SCHEDULE 3

Amortization Schedule

1. The following table sets forth the Principal Payment Dates of the Loan and the percentage of the total principal amount of the Loan payable on each Principal Payment Date ("Installment Share"). If the proceeds of the Loan have been fully withdrawn as of the first Principal Payment Date, the principal amount of the Loan repayable by the Borrower on each Principal Payment Date shall be determined by the Bank by multiplying: (a) Withdrawn Loan Balance as of the first Principal Payment Date; by (b) the Installment Share for each Principal Payment Date, such repayable amount to be adjusted, as necessary, to deduct any amounts referred to in paragraph 4 of this Schedule, to which a Currency Conversion applies.

<table>
<thead>
<tr>
<th>Principal Payment Date</th>
<th>Installment Share (Expressed as a Percentage)</th>
</tr>
</thead>
<tbody>
<tr>
<td>On each February 15 and August 15 Beginning on February 15, 2020 Through February 15, 2043</td>
<td>2.08%</td>
</tr>
<tr>
<td>On August 15, 2043</td>
<td>2.24%</td>
</tr>
</tbody>
</table>

2. If the proceeds of the Loan have not been fully withdrawn as of the first Principal Payment Date, the principal amount of the Loan repayable by the Borrower on each Principal Payment Date shall be determined as follows:

(a) To the extent that any proceeds of the Loan have been withdrawn as of the first Principal Payment Date, the Borrower shall repay the Withdrawn Loan Balance as of such date in accordance with paragraph 1 of this Schedule.

(b) Any amount withdrawn after the first Principal Payment Date shall be repaid on each Principal Payment Date falling after the date of such withdrawal in amounts determined by the Bank by multiplying the amount of each such withdrawal by a fraction, the numerator of which is the original Installment Share specified in the table in paragraph 1 of this Schedule for said Principal Payment Date ("Original Installment Share") and the denominator of which is the sum of all remaining Original Installment Shares for Principal Payment Dates falling on or after such date, such amounts repayable to be adjusted, as necessary, to deduct any
amounts referred to in paragraph 4 of this Schedule, to which a Currency Conversion applies.

3. (a) Amounts of the Loan withdrawn within two calendar months prior to any Principal Payment Date shall, for the purposes solely of calculating the principal amounts payable on any Principal Payment Date, be treated as withdrawn and outstanding on the second Principal Payment Date following the date of withdrawal and shall be repayable on each Principal Payment Date commencing with the second Principal Payment Date following the date of withdrawal.

(b) Notwithstanding the provisions of sub-paragraph (a) of this paragraph, if at any time the Bank adopts a due date billing system under which invoices are issued on or after the respective Principal Payment Date, the provisions of such sub-paragraph shall no longer apply to any withdrawals made after the adoption of such billing system.

4. Notwithstanding the provisions of paragraphs 1 and 2 of this Schedule, upon a Currency Conversion of all or any portion of the Withdrawn Loan Balance to an Approved Currency, the amount so converted in the Approved Currency that is repayable on any Principal Payment Date occurring during the Conversion Period, shall be determined by the Bank by multiplying such amount in its currency of denomination immediately prior to the Conversion by either: (i) the exchange rate that reflects the amounts of principal in the Approved Currency payable by the Bank under the Currency Hedge Transaction relating to the Conversion; or (ii) if the Bank so determines in accordance with the Conversion Guidelines, the exchange rate component of the Screen Rate.

5. If the Withdrawn Loan Balance is denominated in more than one Loan Currency, the provisions of this Schedule shall apply separately to the amount denominated in each Loan Currency, so as to produce a separate amortization schedule for each such amount.
APPENDIX

Section I. Definitions


3. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.

4. “Community-Based Organizations” means a legally constituted organization, representing a Project Community, participating in the Project pursuant to the eligibility criteria set forth in the Project Operational Manual.


6. “Crime Observatory” means the Borrower’s program established in January 2011 to collect data on the location and type of criminal activity in Jamaica.

7. “Dispute Resolution Foundation” means a company incorporated and registered in Jamaica in July 1994, for purpose of providing training and delivering services to support the Borrower’s agenda for justice, peace and development, including the promotion of mechanisms for alternative dispute resolution.

8. “Environmental Management Framework” or “EMF” means the Project Implementing Entity’s framework dated October 15, 2013, duly published and available to the public on December 6, 2013, which contains the guidelines for the carrying out of environmental assessments and for the preparation and implementation of Environmental Management Plans, as well as the environmental protection measures in respect of the Project, including chance finding of cultural property and potential direct and indirect environmental impacts from the carrying out of the Project, recommendation of mitigation measures for each negative impact identified, as well as measures for enhancing each identified positive impact, as said framework may be amended from time to time with the prior agreement of the Bank.
9. "Environmental Management Plan" or "EMP" means a site-specific environmental management plan, acceptable to the Bank, prepared under the Project in accordance with the EMF, describing the environmental mitigation measures anticipated for activities under the Project and the parties responsible for monitoring of construction and operational impacts.

10. "Environmental Warden" means an individual retained by the Project Implementing Entity on a consultancy basis, with terms of reference satisfactory to the Bank and selected pursuant to the eligibility criteria set forth in the Project Operational Manual, for the purpose of litter collection and management.


12. "Independent Verification Agent" means the independent verification agent referred to in Section C.1 of the Schedule to the Project Agreement.

13. "Independent Verification Report" means each of the quarterly reports referred to in Section C.2. (b) of the Schedule to the Project Agreement.


15. "NGO" means Non-governmental Organization.


17. "NSWMA" means the Borrower's National Solid Waste Management Authority, created pursuant to the National Solid Waste Management Act of 2002, or any legal successor thereto.

18. "NSWMA RB Agreement" means the agreement referred to in Section B.1 of the Schedule to the Project Agreement.

19. "Operating Costs" means the incremental expenses incurred on account of Project implementation, supervision, monitoring and evaluation, including office equipment and supplies, reasonable commercial banking charges and fees, vehicle operation and maintenance, communication and insurance costs, operation and maintenance of office equipment, office administration costs, utilities, travel, and per diem supervision, and salaries of locally contracted employees (none of which would have been incurred in the absence of the Project), excluding salaries of civil servants.
20. "PIU" means the Project Implementing Unit within the Project Implementing Entity, referred to in section I.A of the Schedule to the Project Agreement, and created in November 25, 2013.


22. "Procurement Plan" means the Borrower's procurement plan for the Project, dated February 4, 2014 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.

23. "Programme for Alternative Student Support" means the Borrower's program established in January 2001 jointly administered by the Borrower's Ministry of Education and the Dispute Resolution Foundation under which students displaying severe maladaptive behaviors in school would undergo behavior modification, or any successor thereof.

24. "Project Community" or collectively "Project Communities," means any of the following communities selected for the Project: (a) Anchovy; (b) Barrett Town; (c) Curatoo Hill/Canaan Heights; (d) Denham Town; (e) Granville; (f) Greenwich Town; (g) Hannah Town; (h) Majesty Gardens; (i) Maxfield Park; (j) Retirement; (k) Russia; (l) Spanish Town Central (Elterslie Pen); (m) Steer Town; (n) Tivoli Gardens; (o) Treadlight; (p) Trench Town (Rose Town and Wilton Gardens/Rema); (q) York Town; and (r) any other community that is selected pursuant to the criteria set forth in the Project Operational Manual.

25. "Project Implementing Entity" or "JSIF" means the Jamaica Social Investment Fund, established pursuant to the Project Implementing Entity's Charter, for purposes of assisting in building the Borrower's capacity to effectively implement community-based programs aimed at social development, or any legal successor thereto.

26. "Project Implementing Entity's Charter" means the Memorandum and Articles of Association of JSIF, both dated February 26, 1996, by which JSIF was incorporated under the Borrower's Companies Act, as said charter has been amended to the date of this agreement.

27. "Project Operational Manual" means the manual satisfactory to the Bank, referred to in Section I.D.1 of the Schedule to the Project Agreement, as such manual may be amended from time to time with the Bank's prior approval.
28. "RB Agreement" means any agreement referred to in Section I.B.2 of the Schedule to the Project Agreement.

29. "RB Community Area" means any area selected by the Project Implementing Entity pursuant to the criteria set forth in the Project Operational Manual for purposes of Part 1(h)(4) of the Project.

30. "RB Incentives" means the results-based incentives provided by the Project Implementing Entity in the form of the provision of goods, Subprojects, or the provision of a salary supplement not exceeding 10% of the Borrower’s minimum wage effective as of the date of provision of said salary supplement, all financed with Loan proceeds under Part 1(h)(4) of the Project for the benefit of NWSMA, Community-Based Organizations, and Environmental Wardens respectively, as further described in the Project Operational Manual.

31. "Resettlement" means the impact of an involuntary taking of land under the Project, which taking causes affected persons to have their: (i) standard of living adversely affected; or (ii) right, title or interest in any house, land (including premises, agricultural and grazing land) or any other fixed or movable asset acquired or possessed, temporarily or permanently; or (iii) access to productive assets adversely affected, temporarily or permanently; or (iv) business, occupation, work or place of residence or habitat adversely affected, temporarily or permanently.

32. "Resettlement Action Plan" or "RAP" means a site-specific resettlement action plan, acceptable to the Bank, prepared under the Project in accordance with the "RPF" describing a program of actions, measures and policies for compensation of persons, including compensation arrangements, budget and cost estimates, and sources of funding, together with adequate institutional, monitoring and reporting arrangements capable of ensuring proper implementation of, and regular feedback on compliance with its terms for each site.

33. "Resettlement Policy Framework" or "RPF" means the Project Implementing Entity’s policy framework for Resettlement, dated December 4, 2013, duly published and available to the public on December 5, 2013, which contains procedures and guidelines for the preparation, adoption, implementation and monitoring of Resettlement Action Plans, as said framework may be amended from time to time with the prior agreement of the Bank.

34. "Safe Passages Program" means the Borrower’s program established in November 2004 to reduce opportunities for the commission of violence and crime through community members patrolling routes to and from schools, in collaboration with school officials, or any successor thereof.
35. "Selected Community" means any community selected pursuant to the criteria set forth in the Project Operational Manual for purposes of Part 2(a)(ii) of the Project.

36. "Subproject" means any activity for productive purposes to enhance the quality of life in a RB Community Area, which has been selected by the Project Implementing Entity, with the participation of the pertinent Community Based Organization, and carried out by the Project Implementing Entity for the benefit of said Community Based Organization, all in accordance with the criteria specified in the Project Operational Manual, under Part 1(h)(4) of the Project.

37. "Subsidiary Agreement" means the agreement referred to in Section I.B.1 of Schedule 2 to this Agreement, pursuant to which the Borrower shall make the proceeds of the Loan available to the Project Implementing Entity.

38. "Victimization Survey" means a survey conducted by the Borrower to gather data on victims of crimes in Jamaica.

39. "Violence Interrupter Programs" means the interventions corresponding to the Borrower’s National Crime Prevention and Community Safety Strategy, dated October 6, 2010, focusing on strengthening crisis management, trauma response, counseling mediation, community outreach and mobilization working with most at-risk youth, or any successor thereof.