Loan Agreement

(Strategic Public Sector Transformation Project)

between

JAMAICA

and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

Dated September 3, 2014
LOAN AGREEMENT

Agreement dated September 3, 2014, between JAMAICA ("Borrower") and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("Bank").

WHEREAS: (A) the Borrower and the Bank have agreed on a financing package as described herein to finance some of the activities described in Schedule 1 to this Agreement, and (B) the Borrower and the Bank have identified additional resources to finance the remaining activities described in Schedule 1 to this Agreement and intend to finalize the commitment of these additional resources within the coming months.

THEREFORE, 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 thirty-five million Dollars ($35,000,000), 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 Fixed 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 Notwithstanding the foregoing, if any amount of the Withdrawn Loan Balance remains unpaid when due and such non-payment continues for a period of thirty days, then the interest payable by the Borrower shall instead be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 1 and August 1 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 carry out the Project, through MOFP, with the participation of: (a) NLA and TAJ in respect of Part 4 of the Project; (b) BSJ in respect of Part 5(a) of the Project;
and (c) JCA in respect of Part 5(b) of the Project, all in accordance with the provisions of Article V of the General Conditions and the pertinent MOUs.

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 NLA Legislation, the TAJ Legislation, the BSJ Legislation or the JCA Legislation, shall have been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely, in the opinion of the Bank and after consultation with the Borrower, the ability of the NLA, TAJ, BSJ or JCA, respectively to perform any of its obligations under the pertinent MOU.

(b) Any Participating Agency shall, in the opinion of the Bank and after consultation with the Borrower, have failed to comply with any of its obligations under the respective MOU.

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

(a) An event specified in paragraph (a) of Section 4.01 of this Agreement occurs.

(b) An event specified in paragraph (b) 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.

ARTICLE V — EFFECTIVENESS; TERMINATION

5.01. The Additional Condition of Effectiveness consists of the following, namely, that the Operational Manual has been adopted by the Borrower in a manner acceptable to the Bank.

5.02. 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 January 7, 2016.

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

Facsimile:

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
Telex: 248423(MCI) or 64145(MCI)
Facsimile: 1-202-477-6391
AGREED at The District of Columbia, United States of America, as of the day and year first above written.

JAMAICA

By

Authorized Representative

Name: Dr. Peter David Phillips
Title: Minister of Finance and Planning

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

By

Authorized Representative

Name: Sophie Sierce
Title: Director
SCHEDULE 1

Project Description

The objective of the Project is to strengthen public resource management and support selected public sector institutions in facilitating a more enabling environment for private sector growth.

The Project consists of the following parts:

**Part 1: Strengthening the Public Investment Management System**

(a) Design and implementation of a Public Investment Management System ("PIMS") through: (i) the development of an information technology platform which will provide information of public investment across the public investment cycle and link said information to the Borrower's budget and financial systems; (ii) the migration of the Borrower's web-based database to the PIMS information system; and (iii) the carrying out of capacity building activities to improve the Borrower's public investment and analytical capacity for implementation of the PIMS.

(b) Design and implementation of a public investment management training program for public sector employees through: (i) the design of the public investment management training modules; (ii) training on public investment preparation; (iii) training for project management; and (iv) training on public investment monitoring.

(c) Reviewing legislation and carrying out dissemination activities to integrate the PIMS with the Borrower's administrative systems, including: (i) the Borrower's procurement system; and (ii) the Borrower's human resources system.

(d) Strengthening the monitoring of public investment through citizen participation, including the carrying out of: (i) external audits of projects; and (ii) public investment performance surveys.

(e) (i) Designing a fund for the funding of pre-investment financial and economic analysis and post-investment evaluations of the Borrower's public investments; and (ii) carrying out: (A) pre-investment financial and economic analysis of the Borrower's proposed public investments to identify priority public investments based on the Borrower's long-term development agenda; and (B) post-investment evaluations of the effectiveness of the Borrower's completed public investments.

(f) Provision of technical assistance for the implementation of the Public Financial Management Action Plan.

**Part 2: Strengthening the Budget Preparation Process and Results-Based Budgeting**

(a) Updating the Borrower's budget manual to include: (i) guidelines to align annual and medium-term budgeting; (ii) procedures for budget preparation and execution; and (iii) guidelines on the new budget preparation cycle.
(b) Institutionalizing baseline forward estimates in the Borrower’s budget preparation process.

(c) Developing and implementing procedures to: (i) achieve better resource allocation through greater aligning of policy, planning and budgeting in MDAs; (ii) incorporate procurement planning into the planning process and linking procurement plans to the budget process; (iii) set medium-term expenditure ceilings for MDAs; (iv) improve alignment of recurrent budgets with public investment expenditures; and (v) carry out a review of human resources required by the Borrower’s budget office.

(d) Provision of training on results-based budgeting to the Borrower’s staff, selected pursuant to the criteria set forth in the Operational Manual.

(e) Carrying out a review of the staffing levels in select MDAs to obtain accurate employee numbers and compensation costs for on-going budget preparation and execution.

(f) Establishment of a participatory budgeting process through the carrying out of thematic meetings including citizens, NGO’s, universities and business representatives.

Part 3: Adaptive Public Sector Approaches to Promote Fiscal Sustainability

(a) Supporting the Borrower’s change management process to implement public sector reforms on the public investment management system, the budget preparation process and results-based budgeting, property tax compliance and administration, and industrial growth and trade facilitation, all through the carrying out of activities selected following the procedures and criteria set forth in the Operational Manual, including:

(i) the carrying out of a consultation process within the Borrower’s public sector to assess the status of implementation of public sector reforms;

(ii) the improvement of the Borrower’s communication and feedback mechanisms to strengthen the interrelationships within the Borrower’s public sector;

(iii) the identification and implementation of activities to support the sustainability of public sector reforms; and

(iv) (A) the identification and assessment of activities to address challenges in the implementation of public sector reforms; and (B) based on said assessment, the design and implementation of a strategy to carry out said activities.

(b) Provision of technical assistance to the Borrower to address public sector reform implementation gaps through the carrying out of activities selected following the procedure and criteria set forth in the Operational Manual, including:

(i) the carrying out of an analysis of the Borrower’s governance and accountability framework;
(ii) the provision of support to assist the Borrower in achieving its public sector reforms related to the Project including change management, as set forth in the Operational Manual; and

(iii) the carrying out of an analysis of the Borrower’s trade facilitation capacity and mechanism to streamline said process to enhance its efficiency and effectiveness.

**Part 4: Strengthening Property Tax Compliance and Administration**

Provision of technical assistance to TAJ and NLA to improve property tax compliance through:

(a) the simplification of property tax payment procedures and expansion of property tax payment channels in Selected Areas;

(b) the design and implementation of a strategy to collect property tax arrears and enforce property tax compliance;

(c) the improvement of the land parcel identification system, through the connection of the land parcel identification system with the TRN;

(d) updating the fiscal cadaster through the carrying out of field surveys on Selected Areas to obtain additional relevant information on land characteristics; and

(e) upgrading the property tax management system through: (i) improving the management of property tax documents and records; and (ii) improving the coordination between land valuation and land titling functions.

**Part 5: Fostering Industrial Growth and Trade Facilitation**

(a) Provision of technical assistance to BSJ through:

(i) the carrying out of a review of BSJ’s testing and certification procedures to ensure compliance with the Borrower’s international and regional trade agreements and standards, including the WTO TBT and the CROSQ standards; and

(ii) the carrying out of capacity building activities to improve BSJ’s service orientation.

(b) Providing technical assistance to JCA, through:

(i) the design of a strategy to ensure coordination among Selected Border Agencies concerning compliance with the WTO ATF, through: (1) integrating the operational processes of Selected Border Agencies; (2) developing a communication strategy to create awareness on said integrated processes; (3) carrying out training for JCA’s and the Selected Border Agencies management
and staff on said integrated processes; and (4) developing a framework to simplify fees for import, export and transit operations; and

(ii) the strengthening of JCA's capacity to operate effectively and efficiently through: (1) the design of a strategy and provision of training for JCA's gathering, analyzing and disseminating information on JCA's performance; (2) the design and implementation of a training program for JCA's new staff on, *inter alia*, tariff classification, valuation, search techniques and cargo inspection; (3) the review and improvement of JCA's corporate policies in human resources, finance and corporate services; and (4) the design of an ICT governance framework.

**Part 6: Project Management**

Provision of support on Project management to: (i) carry out Project audits; (ii) comply with the financial management and procurement obligations under the Project; (iii) monitor and evaluate Project activities; (iv) provide training and the acquisition of goods required thereof and finance Operating Costs.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. For purposes of carrying out the Project, the Borrower shall operate and maintain, throughout the implementation of the Project, the PIU with functions, staffing, and responsibilities satisfactory to the Bank, as set forth in the Operational Manual.

2. For purposes of providing general Project oversight and coordination, the Borrower shall, not later than three months after the Effective Date, establish, and thereafter operate and maintain throughout the implementation of the Project, a committee (the Steering Committee), with functions, responsibilities and composition including representatives of MOFP, PIOJ, NLA, TAJ, JCA and BSJ, all acceptable to the World Bank and as set forth in the Operational Manual.

B. MOUs

1. To facilitate the carrying out of Parts 4 and 5 of the Project, and prior to the implementation of any activity under said Parts of the Project that falls within the administrative jurisdiction of any given Participating Agency, the Borrower, through MOFP shall enter into an agreement (the Memorandum of Understanding or MOU) with each Participating Agency, under terms and conditions acceptable to the Bank, including, inter alia, the obligation to: (a) assist the Borrower in carrying out the Project activities which fall within their administrative jurisdiction in accordance with the pertinent provisions set forth in Article V of the General Conditions; and (b) comply with the pertinent provisions of this Agreement as applicable to said Participating Agency.

2. The Borrower, through MOFP shall exercise its rights and carry out its obligations under each MOU 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, abrogate, terminate, waive or fail to enforce any MOU or any of its provisions.

C. Operational Manual

1. The Borrower shall adopt, and thereafter carry out the Project in accordance with the provisions of a manual (the Operational Manual), which shall include, inter alia: (a) a detailed description of Project activities and institutional arrangements for the Project; (b) the Project administrative, accounting, auditing, reporting, financial (including cash flow aspects in relation thereto), procurement and disbursement procedures; (c) the monitoring indicators for the Project; (d) the institutional and administrative mechanisms established to ensure inter-institutional coordination; (e) the functions, responsibilities and composition of the Steering Committee; (f) the criteria for the selection of activities under Part 3 of the Project; (g) the criteria for the selection of Selected Areas under Parts
4 (a) of the Project; and (h) the criteria for the selection of Selected Border Agencies under Part 5(b)(i) of the Project.

2. Except as the Bank may otherwise agree in writing, the Borrower shall not abrogate, amend, suspend, waive or otherwise fail to enforce the Operational Manual or any provision thereof.

3. In case of any conflict between the terms of the Operational Manual, any MOU, and this Agreement, the provisions of this Agreement shall prevail.

C. Anti-Corruption

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

Section II. Project Monitoring Reporting and Evaluation

A. Project Reports

The Borrower shall 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 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.

B. Financial Management, Financial Reports and Audits

1. The Borrower shall maintain 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 not later than forty-five days after the end of each calendar quarter, interim unaudited financial reports for the Project covering the quarter, 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 and Non-consulting Services. All goods 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 1 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 and Non-consulting Services**

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

2. **Other Methods of Procurement of Goods and Non-consulting Services.** The following methods, other than International Competitive Bidding, may be used for procurement of goods and non-consulting services for those contracts specified in the Procurement Plan: (a) Limited International Bidding; (b) National Competitive Bidding; (c) Shopping; 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, consultants’ services, Training and Operating Costs under Parts 1(a), 1(b)(iii), 1(b)(iv), 1(d)(i), 1(e)(ii), 2 (c)(i), 2 (c)(ii), 2(d), 2(e), 3, 4, 5 and 6 of the Project</td>
<td>34,912,500</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Front-end Fee</td>
<td>87,500</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>(3) 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>
</tbody>
</table>

TOTAL AMOUNT 35,000,000

3. For the purposes of this Section, the following terms will have the following meanings:

(a) “Operating Costs” means the reasonable incremental expenses, as shall have been approved by the Bank, incurred by the Borrower with respect to Project implementation, management and monitoring, including the salaries of non-professional staff assigned to the PIU (excluding salaries of the Borrower’s civil service staff), communication, editing, printing and publication, translation, vehicle operation and maintenance, bank charges, local travel costs and field trip expenses, office equipment and rentals, utilities, non-durable goods and supplies.
(b) “Training” means the reasonable costs, as shall have been approved by the Bank, for training and workshops conducted under the Project, including tuition, visa, travel *per diem* and hotels and subsistence costs for training and workshop participants, and costs associated with securing the services of trainers and workshop speakers, rental of training and workshop facilities, preparation and reproduction of training and workshop materials, and other costs directly related to training and to workshop activities.

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.

2. The Closing Date is January 31, 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 1 and August 1 Beginning on February 1, 2020 Through February 1, 2043</td>
<td>2.08%</td>
</tr>
<tr>
<td>On August 1, 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, in order to produce a separate amortization schedule for each such amount.
APPENDIX

Section I. Definitions


2. “BSJ” means Bureau of Standards Jamaica, the Borrower’s bureau of standards established as a statutory body in 1969, pursuant to the BSJ Legislation, or any legal successor thereto.

3. “BSJ Legislation” means the Borrower’s Standards Act, as amended to the date of this Agreement.

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


8. “ICT” means information and communications technology.

9. “JCA” means Jamaica Customs Agency, the Borrower’s customs agency established pursuant to the JCA Legislation, and designated as an executive agency on April 2, 2013, or any legal successor thereto.

10. “JCA Legislation” means the Borrower’s Revenue Administration Act, as amended to the date of this Agreement.

11. “MDAs” means any of the Borrower’s ministries, departments and agencies.

12. “Memorandum of Understanding” or “MOU” means any of the agreements referred to in Section I.B.1 of Schedule 2 to this Agreement, and collectively referred to as “MOUs”.

13. “MOFP” means the Borrower’s Ministry of Finance and Planning, the Project executing entity.

14. “NGO” means non-governmental organization.
15. "NLA" means the Borrower’s National Land Agency designated as an executive agency on April 1, 2002, pursuant to the Borrower’s Executive Agencies Act, or any legal successor thereto. The NLA is an amalgamation of four former departments of government (namely the Tittles Office, Survey Department, Land Valuation Department and Lands Department), whose functions are prescribed by the NLA Legislation.

16. "NLA Legislation" means the Borrower’s Registration of Titles Act, Registration (Strata Titles) Act, Land Surveyors Act, Land Valuation Act, Crown Property (Vesting) Act and Land Acquisition Act, all as amended to the date of this Agreement.

17. "Operational Manual" means the Borrower’s manual satisfactory to the Bank, referred to in Section I.C.1 of Schedule 2 to this Agreement, as such manual may be amended from time to time with the Bank’s prior approval.

18. "Participating Agency" means NLA, TAJ, BSJ or JCA, collectively referred to as "Participating Agencies."

19. "PIMS" means the Borrower’s framework for the preparation, appraisal, approval and management of all public investments in the Borrower’s territory.

20. "PIOI" means the Planning Institute of Jamaica, established as a statutory body in 1984, pursuant to the Borrower’s Planning Institute of Jamaica Act, or any legal successor thereto.

21. "PIU" means the unit referred to in Section I.A.1 of Schedule 2 to this Agreement.


23. "Procurement Plan" means the Borrower’s procurement plan for the Project, dated May 14, 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.


25. "Selected Areas" means any area in the Borrower’s territory, selected pursuant to the criteria set forth in the Operational Manual.


27. "Steering Committee" means the committee referred to in Section I.A.2 of Schedule 2 to this Agreement.
28. "TAJ" means Tax Administration Jamaica, the Borrower's tax administration department established, pursuant to the TAJ Legislation, or any legal successor thereto.

29. "TAJ Legislation" means the Borrower's Revenue Administration Act, as amended to the date of this Agreement.

30. "TRN" means the Taxpayer Registration Number assigned to each Taxpayer by the TAJ.


32. "WTO TBT" means the World Trade Organization's Agreement on Technical Barriers to Trade, acceded to by the Borrower on March 9, 1995.