



Washington, D.C. 20577

LEG/SGO/JA-1849268-09

The Honourable Audley Shaw  
Minister of Finance and the Public Service  
Ministry of Finance and the Public Service  
30 National Heroes Circle  
Kingston 4  
Jamaica, W.I.

Ref: JAMAICA. Nonreimbursable Technical  
Cooperation No. ATN/MD-11316-JA. "Assessment  
of the Regulatory and Legal Framework for  
Agricultural Insurance."

Dear Minister,

This letter of agreement (the "Agreement") between the Government of Jamaica (hereinafter the "Beneficiary"), and the Inter-American Development Bank (the "Bank"), which we are submitting for your consideration, is to formalize the terms of a grant of a nonreimbursable technical cooperation (the "Contribution") to the Beneficiary, up to the amount of sixty thousand dollars of the United States of America (US\$60,000), which shall be chargeable to the Multi-Donor Disaster Prevention Trust Fund to finance the contracting of consulting services necessary for the execution of a technical cooperation project for an assessment of the regulatory and legal framework for agricultural insurance, (the "Project"), which is set forth in the Annex of this Agreement. Unless otherwise stated in this Agreement, the term "dollars" shall hereinafter refer to the currency of legal tender in the United States of America.

The Bank and the Beneficiary agree upon the following:

**First. Components of the Agreement.** This Agreement consists of this part one, referred to as the "Special Conditions"; part two, referred to as the "General Conditions"; and the Annex, which are attached hereto. Article 1 of the General Conditions shall establish which provisions shall prevail amongst the Special Conditions, the General Conditions and the Annex.

**Second. Executing Agency.** The Executing Agency of this Program shall be the Ministry of Agriculture of Jamaica, hereinafter the "Executing Agency".

**Third. Conditions Prior to First Disbursement.** The first disbursement of the Contribution shall be subject to the fulfillment, to the satisfaction of the Bank, of the conditions set forth in Article 2 of the General Conditions.

**Fourth. Reimbursement of Expenditures Chargeable to the Contribution.** With the consent of the Bank, resources of the Contribution may be used to reimburse expenditures incurred or to finance those that may be incurred in the Project on or after November 6, 2008,

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and up to the date of this Agreement, provided that requirements substantially similar to those set forth in this Agreement have been fulfilled.

**Fifth. Deadlines.** (a) The period for execution of the Project shall be three (3) months, from the effective date of this Agreement.

(b) The period for the last disbursement of the resources of the Contribution shall be six (6) months from the effective date of this Agreement, which shall include the period required for the payment of independent auditors referred to in Article 11 of the General Conditions. Any part of the Contribution which has not been utilized within this period shall be canceled.

(c) The aforementioned deadlines and any others that may be stipulated in this Agreement may be extended, when duly justified, with the written consent of the Bank.

**Sixth. Total Cost of the Project and Additional Resources.** The first disbursement of the resources of the Contribution shall be subject to the fulfillment, to the satisfaction of the Bank of the conditions precedent stipulated in Article 2 of the General Conditions.

**Seventh. Recognition of Expenses Chargeable to the Counterpart Resources.** The Bank may recognize, as part of the local contribution, expenditures incurred or which may be incurred in the Project on or after November 6, 2008, and up to the date of this Agreement, provided that requirements substantially similar to those set forth in this Agreement have been fulfilled.

**Eighth. Currencies for Disbursements.** The Bank shall disburse the Contribution in dollars. The Bank may convert this convertible currency into other currencies, including the local currency by applying the exchange rate indicated in Article 7 of the General Conditions.

**Ninth. Selection and contracting of consulting services.** The selection and contracting of consulting services will be carried out by the Executing Agency in accordance with the provisions set forth in Document GN-2350-7 ("Policies for the Selection and Contracting of Consultants Financed by the Inter-American Development Bank") dated July, 2006. The Executing Agency confirms its familiarity with those provisions of Document GN-2350-7.

**Tenth. Procurement Plan.** Before starting any competitive bidding process or any request for proposals for the acquisition of goods and services (different from consulting services) and consulting services, respectively, the Executing Agency shall prepare and furnish to the Bank for its approval, a Procurement Plan acceptable to the Bank setting forth: (a) the particular contracts for consulting services required to carry out the Project, including the estimated cost of each contract; and (b) the proposed methods for acquisition of goods and selection of consultants' services, in accordance with paragraphs 1 of Appendices 1 of the Procurement of Goods and Consultants Policy referred to in paragraphs Tenth and Eleventh of these Special Conditions. This Plan shall be updated as needed throughout the duration of the Project, and each updated version shall be submitted to the Bank's approval. The Executing

Agency shall implement the Procurement Plan in the manner in which has been approved by the Bank.

**Eleventh. Review by the Bank.** Unless the Bank agrees otherwise in writing, each contract for the consulting services shall be subject to an ex-post review, in accordance with the procedures set forth in paragraph 4 of Appendix 1 of the Consultants Policy.

**Twelfth. Auditing.** (a) The Executing Agency undertakes to present to the satisfaction of the Bank, the financial statements of the Project duly certified by a firm of independent accounts pursuant to the provision set forth in Article 11(b) of the General Conditions.

(b) The costs associated with the hiring of the firm referred to in paragraph (a) above, will be financed by the Executing Agency.

**Thirteenth. Information Disclosure.** The Executing Agency undertakes to notify the Bank, in writing, within a maximum period of ten (10) working days from the date of signature of this Agreement, whether it considers any part of the Agreement to be confidential or sensitive, or information that may adversely affect relations between the Executing Agency and the Bank or between private sector clients and the Bank, in which case the Executing Agency undertakes to identify those provisions considered as such. In accordance with the Bank's Disclosure of Information Policy, the Bank will make the text of this Agreement available to the public once it has been signed and has entered into effect, with the sole exception of that information which the Executing Agency has specifically identified as confidential, sensitive or adverse to relations with the Bank in the manner indicated in this paragraph.

**Fourteenth. Notice.** Any notice, request, or communication from one party to another by virtue of this Agreement shall be made in writing and shall be considered to have been made when the relevant documents are delivered to the addressee, unless the parties otherwise agree in writing. If to the Beneficiary, such notice shall be addressed to the same address indicated above or to fax no. (876) 924-9291. If to the Bank, such notice shall be addressed to:

Inter-American Development Bank  
1300 New York Avenue, N.W.  
Washington, D.C. 20577  
U.S.A.

Facsimile: (202) 623-3096

Please confirm your acceptance of the terms and conditions of this Agreement, in representation of the Beneficiary, by signing and returning one of the originals to the Bank's Country Office in Jamaica.

This Agreement shall be signed in two (2) originals of equal tenor by duly authorized representatives, and will enter into force on the date of its signature by the Beneficiary.

Yours faithfully,

/f/ Gerard S. Johnson

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Gerard S. Johnson  
Representative in Jamaica

AGREED:

Ministry of Finance and the Public Service

/f/ Audley Shaw

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Audley Shaw  
Minister of Finance and the Public Service

Date: February 26, 2009

Place: Kingston, Jamaica

**GENERAL CONDITIONS APPLICABLE TO  
NONREIMBURSABLE TECHNICAL COOPERATIONS**

**Article 1. Application and Scope of General Conditions.** (a) These General Conditions set forth terms and conditions generally applicable to all nonreimbursable technical cooperations made by the Bank, and their provisions form an integral part of this Agreement. Any exception to these General Conditions shall be expressly stated in the text of the Special Conditions.

(b) If any provision of the Special Conditions or of the Annex or Annexes should present any inconsistency or contradiction with these General Conditions, the provisions of the Special Conditions or the corresponding Annex shall prevail. In case of inconsistencies or contradictions between the Special Conditions and the corresponding Annex or Annexes, specific provisions shall prevail over general provisions.

**Article 2. Conditions Prior to First Disbursement.** (a) The first disbursement of the Contribution shall be subject to the fulfillment of the following requirements, by the Beneficiary, directly or through the Executing Agency:

- (i) designation of the person or persons authorized to represent it in all acts relating to the execution of this Agreement, and submission to the Bank of authenticated specimen signatures of such persons. If two or more officials are designated, the designation shall indicate whether they may act severally or jointly;
- (ii) submission to the Bank of a request for disbursement, justified in writing; and
- (iii) presentation to the Bank of a timetable for use of the Counterpart Resources.

(b) If within one hundred and eighty (180) days from the effective date of this Agreement, or within such longer period as the parties may agree in writing, the conditions precedent to the first disbursement established in this Article and in the Special Conditions have not been fulfilled, the Bank may terminate this Agreement by giving notice to the Beneficiary.

**Article 3. Disbursement Procedure.** (a) The Bank shall make disbursements of the Contribution to the Beneficiary, through the Executing Agency, each time it requests such disbursements and provides justification, to the Bank's satisfaction, for the expenses to be paid with the Contribution resources.

(b) At the request of the Beneficiary, through the Executing Agency, and provided that the requirements set forth in paragraph (a) above, in Article 2 and in the Special Conditions have been satisfied, the Bank may establish a revolving fund with the Contribution resources, which the Beneficiary, through the Executing Agency, shall utilize to cover eligible Program expenses charged against the Contribution. The Beneficiary, through the Executing Agency, shall inform the Bank

about the status of the revolving fund within a period of sixty (60) days from the closing date of each semester.

(c) The Bank may replenish the revolving fund entirely or in part as the resources are used, if the Beneficiary, through the Executing Agency, so requests and presents to the Bank's satisfaction, a detailed statement of expenses charged to such fund, together with the supporting documents thereof and a justification for such request. The detailed statement of expenses shall be submitted according to the catalog of accounts indicated in the Annex of this Agreement, which describes the Program.

**Article 4. Expenditures Chargeable to the Contribution.** The Contribution shall exclusively finance those eligible expenses which are set forth in the Program budget contained in the Annex that describes the Program. Only direct and actual Program expenses may be charged to the Contribution. Indirect or general operating expenses, which are not included in the Program budget, cannot be charged to the Contribution.

**Article 5. Request for Final Disbursement.** The Executing Agency shall present the final request for disbursement of the Contribution, accompanied by the appropriate supporting documentation, to the Bank's satisfaction, at least thirty (30) days before the expiration of the disbursement period referred to in the Special Conditions of this Agreement, or of any extension thereto that the parties may have agreed upon in writing. This final request for disbursement shall include the supporting documentation required for payment of the auditing services mentioned in Article 11 of these General Conditions.

**Article 6. Suspension and Cancellation of Disbursements.** (a) The Bank may suspend the disbursements or cancel the Contribution if any of the following circumstances occurs: (i) the failure of the Beneficiary to fulfill any obligation stipulated in this Agreement; or (ii) any circumstance which, in the Bank's opinion, may render unlikely the attainment of the objectives of the Program. Under these circumstances, the Bank shall notify the Executing Agency in writing so that it may present its points of view, and after thirty (30) days from the date of the Bank's notice, it may suspend the disbursement or cancel the undisbursed portion of the Contribution.

(b) Pursuant to paragraph (a) above, the parties agree that upon the occurrence of institutional or organizational changes within the Executing Agency, which, in the Bank's opinion, might affect the timely execution of the Program's objectives, the Bank shall review and evaluate the likely attainment of the objectives and may at its discretion, suspend, condition or cancel the disbursements of the Contribution.

(c) The Bank may cancel the part of the Contribution pertaining to the procurement of certain goods, works or related services, or consulting services, if it determines at any time that: (i) the procurement was carried out without following the procedures set forth in this Agreement; or (ii) representatives of the Beneficiary have committed corrupt practices, either in the process of selecting the supplier or contractor or in the execution of the respective contract, and the Beneficiary has not taken timely and remedial measures, observing the due process guarantees of the legislation of the Beneficiary's country, which are acceptable to the Bank.

(d) For the purposes of the above paragraph, corrupt practices shall be understood to

include, but not be limited to, acts of: (i) bribery, meaning the offering or giving of anything of value to influence the actions or decisions of third parties or the receiving or soliciting of any benefit in exchange for actions or omissions related to the performance of duties; (ii) extortion or coercion, meaning the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force, where potential or actual injury may befall upon a person, his/her reputation or property; (iii) fraud, meaning any action or omission intended to misrepresent the truth so as to induce others to act in reliance thereon, with the purpose of obtaining some unjust advantage or causing damage to others; and (iv) collusion, meaning a secret agreement between two or more parties to defraud or cause damage to a person or entity or to obtain an unlawful purpose.

(e) The provisions established in the precedent paragraphs (a) and (c) shall not affect the disbursement by the Bank of any amounts which the Bank by specific written agreement with the Beneficiary or Executing Agency, as the case may be, has agreed to provide from the resources of the Contribution to make payments to a supplier of goods or services. The exceptions set forth in this paragraph (e) shall not apply if the Bank determines that corrupt practices have occurred with respect to the procurement of, or the execution of the contract for, such goods or services.

**Article 7. Exchange Rate for Programs Financed with Funds Expressed in Dollars of the United States of America.**

(a) Disbursements: (i) The equivalence in dollars of the United States of America of other convertible currencies in which the disbursements of the Contribution might be made, shall be calculated applying the exchange rate in effect in the market on the date of the disbursement; and

(ii) the equivalence in dollars of the United States of America of the local currency, or other non-convertible currencies, in the case of regional projects, in which the disbursements of the Contribution might be made, shall be calculated applying, on the date of the disbursement, the exchange rate established pursuant to the understanding in force between the Bank and the respective country for the purpose of maintaining the value of its currency, or other non-convertible currencies, in the case of regional projects, held by the Bank.

(b) Expenses: (i) The equivalence in Dollars of the United States of America of an expenditure made with convertible currencies shall be calculated applying the exchange rate in effect in the market on the date in which payment is rendered for the expenditure in question.

(ii) The equivalence in Dollars of the United States of America of an expenditure made in local currency, or in other non-convertible currencies, in the case of regional projects, shall be calculated applying, on the date in which payment is rendered for the expenditure in question, the exchange rate established pursuant to the understanding in force between the Bank and the respective country for the purpose of maintaining the value of its currency held by the Bank.

(iii) For purposes of subparagraphs (i) and (ii) above, it is understood that the date of payment for the expenditure, is the date on which the Beneficiary, the Executing Agency, or any other natural or legal person to whom the right to make expenditures

has been delegated, makes the respective payments to the contractor, consultant or supplier.

**Article 8. Exchange Rate for Programs Financed with Funds Constituted in Convertible Currencies Other than the US Dollar.** (a) Disbursements. The Bank may convert the disbursed currency chargeable to the resources of the trust fund indicated in the Special Conditions in: (i) other convertible currencies applying the exchange rate in effect in the market on the date of the disbursement; or

- (ii) the local currency or other non-convertible currencies, in the case of regional projects, applying, on the date of the disbursement, the following procedure: (A) the equivalence of the currency of the trust fund indicated in the Special Conditions shall be calculated in Dollars of the United States of America, applying the exchange rate in effect in the market; (B) next, the equivalence of these Dollars of the United States of America shall be calculated in local currency or other non-convertible currencies, in the case of regional projects, applying the exchange rate established pursuant to the understanding in force between the Bank and the respective country for the purpose of maintaining the value of its currency held by the Bank.

(b) Expenses: (i) The equivalence in the currency of the trust fund, indicated in the Special Conditions, of an expenditure made with convertible currencies shall be calculated applying the exchange rate in effect in the market on the date in which payment is rendered for the expenditure in question.

- (ii) The equivalence in the currency of the trust fund, indicated in the Special Conditions, of an expenditure made in local currency or other non-convertible currencies, in the case of regional projects, shall be calculated in the following manner: (A) the equivalence in Dollars of the United States of America of such expenditure, applying, on the date in which payment is rendered for the expenditure in question, the exchange rate established pursuant to the understanding in force between the Bank and the respective country for the purpose of maintaining the value of its currency held by the Bank; (B) next, the equivalence in the currency of the trust fund indicated in the Special Conditions of the value of the expenditure in Dollars of the United States of America, shall be calculated applying the exchange rate in effect in the market on the date in which payment is rendered for the expenditure in question.
- (iii) For purposes of subparagraphs (i) and (ii) above, it is understood that the date of payment for the expenditure, is the date on which the Beneficiary, the Executing Agency, or any other natural or legal person to whom the right to make expenditures has been delegated, makes the respective payments to the contractor, consultant or supplier.

**Article 9. Other Contractual Obligations of Consultants.** In addition to the special requirements included in the Special Conditions, Annex or Annexes and in the respective terms of reference, the Executing Agency agrees that contracts signed with Consultants shall also specify the Consultants' obligations to:



(a) provide any clarifications or additional information that the Executing Agency or the Bank consider necessary with respect to the Consultants' reports required under the terms of reference set forth in their respective contracts;

(b) provide the Executing Agency and the Bank with any additional information as they may reasonably request concerning the performance on their work;

(c) in the case of international consultants, perform their work in an integrated manner with the local professional staff assigned or contracted by the Beneficiary to participate in the execution of the Program, with a view to carrying out technical and operational training of such staff by the conclusion of the work;

(d) assign copyrights, patents and any other form of industrial property right to the Bank in cases where such rights result from the work and documents carried out by the Consultants under the consulting contracts financed with resources of the Program; and

(e) notwithstanding paragraph (d) above, in order to obtain a timely dissemination of the results of the Program, the Bank authorizes the Beneficiary, or the Executing Agency, to make use of the products resulting from the consulting services financed with the resources of the Program, with the understanding that the Beneficiary, or the Executing Agency, shall utilize such consulting products under the terms set forth in Article 14 of these General Conditions.

**Article 10. Acquisition of Goods and Services.** (a) The Beneficiary may acquire, chargeable to the Contribution, the goods and services (other than consulting services) required for the execution of the Program, in an amount not to exceed the allocation specified for that purpose in the budget set forth in the Annex that describes the Program.

(b) When the goods acquired and services (other than consulting services) contracted for the Program are entirely financed with local counterpart contribution, the Beneficiary shall, whenever possible, follow procedures that allow the participation of several bidders, and shall take into account principles of economy, efficiency and price reasonability.

(c) When sources of financing other than resources of the Contribution or of the Counterpart Resources are used, the Beneficiary may agree with the financing entity the procedure to be followed for the acquisition of goods and services. Notwithstanding, at the Bank's request, the Beneficiary shall prove the reasonability of both the price agreed upon or paid for the acquisition of such goods and services, and of the financial conditions of such credits. The Beneficiary shall likewise demonstrate that the quality of the goods meets the technical requirements of the Program.

(d) During the execution of the Program, the goods referred to in subsection (a) above shall be used exclusively for the execution of the Program.

(e) The goods included in the Program shall be adequately maintained according to generally accepted technical standards, at a level compatible with the services that they should provide.

**Article 11. Financial Statements.** (a) When the period for execution of the Program exceeds one (1) year, and the amount of the Contribution exceeds one million five hundred thousand Dollars of the United States of America (US\$1,500,000), the Beneficiary, through the Executing Agency, undertakes to submit, to the Bank's satisfaction:

- (i) annual financial statements, and one final financial statement, regarding Program expenditures charged to the Contribution and to the Counterpart Resources. These financial statements shall be audited by independent public accountants acceptable to the Bank, in accordance with procedures satisfactory to the Bank;
- (ii) the annual financial statements shall be presented no later than ninety (90) days following the close of each year of execution, beginning with the year that corresponds to the fiscal year in which disbursements of the Contribution begin; and the final financial statement shall be presented no later than ninety (90) days following the date of the last disbursement of the Contribution, with the exception of the disbursement of the resources necessary to cover the cost of the auditing services referred to in this Article. These time periods shall only be extended with the written consent of the Bank; and
- (iii) the Bank may suspend disbursements of the Contribution, if it does not receive, to its satisfaction, the annual financial statements within the periods stipulated in paragraph (ii) above, or within any extension of these periods it may have authorized.

(b) When the period for execution of the Program does not exceed one (1) year, or the amount of the Contribution is equal to or less than the equivalent of one million five hundred thousand Dollars of the United States of America (US\$1,500,000), the Beneficiary, through the Executing Agency, undertakes to submit to the Bank's satisfaction, and within ninety (90) days following the date of the last disbursement of the Contribution, with the exception of the disbursement of the resources necessary to cover the cost of the auditing services referred to in this Article, a financial statement of Program expenditures charged to the Contribution and to the Counterpart Resources, audited by independent public accountants acceptable to the Bank and in accordance with procedures satisfactory to the Bank.

**Article 12. Internal Control and Records.** The Beneficiary, or the Executing Agency, as the case may be, shall maintain an appropriate system of internal accounting and administrative controls. The accounting system shall be organized so as to provide the necessary documentation to permit the verification of transactions and facilitate the timely preparation of financial statements and reports. The records of the Program shall be maintained in such a way that: (a) they make it possible to identify the sums received from the various sources; (b) they show, in accordance with the catalogue of accounts approved by the Bank, the investments in the Program, both with the resources of the Contribution and with the other funds to be provided for its complete execution; (c) they include sufficient detail to show the goods acquired and the services contracted, as well as the utilization of such goods and services; and (d) they show the cost of the investments in each category and the progress of the works.

**Article 13. Other Commitments.** The Beneficiary, through the Executing Agency shall also:

- (a) provide the Consultants and local experts with secretarial services, offices, office supplies, communication services, transport and any other logistical support required for the execution of their work;
- (b) present to the Bank a copy of the Consultants reports and their comments thereof;
- (c) provide the Bank with any other additional information or legal reports as it may reasonably request concerning execution of the Program and the use of the Contribution and the Counterpart Resources; and
- (d) keep the Bank's Representative in the respective country or countries informed of all aspects of the Program.

**Article 14. Publication of Documents.** Any document issued under the Bank's name or logotype, as part of a special project, joint program, research project or any other event financed with the resources of the Program intended for publication, shall be previously approved by the Bank.

**Article 15. Supervision in the Field.** Without prejudice to the supervision of the Program activities performed by the Executing Agency, the Bank may supervise the Program in the field through its Country Office in the country or countries as it may designate for such purpose.

**Article 16. Limitation of the Bank's Obligation.** It is understood that the granting of the Contribution by the Bank does not constitute any obligation whatsoever to totally or partially finance any program or project that may be undertaken directly or indirectly as a result of the execution of the Program.

**Article 17. Arbitration.** For the solution of any controversy which may arise hereunder and which is not resolved by agreement of the parties, said parties shall unconditionally and irrevocably submit to the following arbitration procedure and award:

(a) **Composition of the Tribunal.** The Arbitration Tribunal shall be composed of three (3) members, to be appointed in the following manner: one by the Bank, another by the Beneficiary, and a third, hereinafter called the "Referee", by direct agreement between the parties or through their respective arbitrators. If the parties fail to agree on who shall be the Referee, or if one of the parties fails to appoint the Referee, the Referee shall be appointed, at the request of either party, by the Secretary General of the Organization of American States. If either of the parties fails to appoint an arbitrator, he shall be appointed by the Referee. If either of the appointed arbitrators or the Referee is unwilling or unable to act or to continue to act, his successor shall be appointed in the same manner as for the original appointment. The successor shall perform the same functions and shall have the same powers as his predecessor.

(b) **Initiation of the Procedure.** In order to submit the controversy to arbitration the claimant shall address to the other party a written communication setting forth the nature of the

claim, the satisfaction or compensation sought, and the name of the arbitrator it has appointed. The party receiving such communication shall, within forty-five (45) days, notify the adverse party of the name of the person it has appointed as arbitrator. If, within thirty (30) days after delivery of such notification to the claimant, the parties have not agreed upon the person who is to act as Referee, either party may request the Secretary General of the Organization of American States to make the appointment.

(c) **Convening of the Tribunal.** The Arbitration Tribunal shall be convened in Washington, District of Columbia, on the date designated by the Referee and, once convened, the Tribunal itself shall decide when it shall meet.

(d) **Procedure.**

- (i) The Tribunal shall be competent only to hear the matter in controversy. It shall adopt its own procedures and may on its own initiative designate whatever experts it considers necessary. In any case, it shall give the parties the opportunity of making oral presentations.
- (ii) The Tribunal shall proceed ex aequo et bono, basing itself on the terms of this Agreement, and shall issue an award even if either party should fail to appear or to present its case.
- (iii) The award shall be in writing and shall be adopted with the concurrent vote of at least two of the members of the Tribunal. It shall be handed down within sixty (60) days from the date on which the Referee has been appointed, unless the Tribunal determines that, due to special and unforeseen circumstances, such period should be extended. The parties shall be notified of the award by means of a communication signed by at least two members of the Tribunal. The parties agree that any award of the Tribunal shall be complied with within thirty (30) days from the date of notification and it shall be final and not be subject to any appeal.

(e) **Costs.** The fees of each arbitrator shall be paid by the party which appointed him and the fees of the Referee shall be paid by both parties in equal proportion. Prior to the convening of the Tribunal, the parties shall agree on the remuneration of any other person who by mutual agreement, they deem should participate in the arbitration proceedings. If such agreement is not reached in a timely manner, the Tribunal itself may determine the compensation reasonable for such person under the circumstances. Each party shall defray its own expenses in the arbitration proceedings but the expenses of the Tribunal shall be divided and borne equally by both parties. Any doubt regarding the division of expenses or the manner in which they are to be paid shall be determined, without appeal, by the Tribunal.

(f) **Notification.** All notifications regarding the arbitration proceeding or to the award shall be made in the manner provided in the present Agreement. The parties expressly waive any other form of notification.

## **ANNEX**

### **THE PROJECT**

#### **Assessment of the Regulatory and Legal Framework for Agricultural Insurance**

##### **I. Objective**

- 1.01** The objective of this Project is to assist the Jamaican Ministry of Agriculture and the Financial Services Commission in assessing what biases, uncertainties, or weaknesses exist in the current insurance regulatory and supervisory framework that could impede the introduction of agricultural crop insurance, especially parametric products. The results of the study are to be used in the design of a donor financed operation to introduce an integrated climate risk management system.

##### **II. Description**

- 2.01** In order to achieve the above aforementioned objectives, the Program will finance the following components:

###### **Component 1: Review of the Insurance Law and Commercial Code**

- 2.02** Review the insurance law in the country with the aim of identifying biases and weaknesses.

Specific actions to be undertaken include the following:

- a. Propose and determine how a parametric insurance product would be treated in the jurisdiction and if there is uncertainty as to whether derivatives law applies or insurance law applies, discuss the matter with the insurance commission and develop arguments for consideration as an insurance product.
- b. Identify barriers or restrictions on entry of foreign insurance companies.
- c. Evaluate high capital requirements that may impede the establishment of regulated insurance institutions dedicated to the low-income market. Since amassing the volume of small policies is required to generate a return on such an investment, this could take years or may bias an existing licensed insurance company away from focusing on the sale of small policies for the aforementioned reason. High capital requirements protect the overall financial system but make microinsurance unattractive.
- d. Assess the level of technical reserves required. These should be appropriate to the length of agricultural cycles and standards should not be used that are more appropriate for non-agricultural products: life, vehicles, etc. Companies offering agricultural products have a faster turnover rate in policies and should not be

forced to set aside capital for periods of time longer than the actual exposure because it reduces growth potential and capability to improve market outreach.

- e. Determine level of credentialing required. Key requirements for senior management are essential to assure competent and capable management of insurance companies but an excessive degree of credentialing can force existing companies to ignore the low-income market. Increased requirements are correlated with higher salaries and the need to generate more marginal revenue to cover the higher salary costs.
- f. Evaluate reporting requirements. Complex reporting requirements can make the cost of administering a large number of small value insurance policies cumbersome and expensive thereby creating a disincentive for the introduction of microinsurance products.
- g. Analyze licensing requirements. In the case of agricultural microinsurance and the targeting of low-income clients in general, the use of non-traditional parties such as non-governmental organizations, cooperatives, associations, and merchants may make more economic and commercial sense. Licensing requirements for agents and brokers has an impact on the distribution of insurance products. If for example, there were stringent licensing requirements for agents and brokers that limited them to be a private person with a certain **level of education and training, then microfinance institutions or rural associations, that are closer and** more accessible to the target population could not be used. Regulatory authorities do have a legitimate interest in assuring that agents and brokers pay appropriate fees, pass exams, and have no criminal records but a careful balancing interests may be needed in order to build more inclusive insurance markets.
- h. Review training requirements for agents in the context of the need to develop functioning and effective distribution channels for microinsurance agricultural products. Training and commission rules may have to be modified and adjusted if non-traditional agents are contemplated as important by key stakeholders interested in expanding agricultural insurance and the consultants working on the technical feasibility of the product per se.
- i. Review the restrictions on the amount of Commission and determine if the current rules may hinder the development of microinsurance and agricultural parametric insurance in particular. Low-income populations are expensive to serve and high commission rate structures may be necessary. If they are set too low, there will be little incentive for agents/brokers to serve this market.
- j. Review the language used in common contracts and suggest how they can be improved given best practices in microinsurance in other countries, especially India. Clear policy wording and full disclosure is very important in promoting insurance for low-income clients who many times have low levels of formal schooling.

- k. Verify whether Jamaica is a jurisdiction with a tariff regime and if so, determine how this regime may hinder innovation and flexibility needed to promote microinsurance and parametric products.
- l. Review the commercial codes and related statutes and codes to determine how feasible it would be to issue a parametric contract and to enforce it.

### **Component 2: Review of the Adequacy of Insurance Supervision**

- 2.03** Determine how insurance supervisors can have a facilitative role in making the regulatory environment more conducive to agricultural microinsurance. Review what current supervisory practices are and highlight how these practices may be adequate, neutral, or inadequate when a potentially large number of low-value policies that trigger on observable weather variables are introduced in the portfolio.

### **Component 3: Consumer Education and Protection**

- 2.04** Determine how effective and relevant the current statutes are concerning consumer rights of insurance policy holders and suggest adaptations or actions that would be necessary in better protecting the rights of moderate- to low-income farmers.
- a. Based on focus group interviews with potential farmer clients and discussions with other stakeholders, determine how and what will be the best way to improve understanding and inform farmers as to their consumer rights under the law, especially in the case of disputes. An appropriate public relations and training programme should be developed as low-income people are not very familiar with insurance policies.
  - b. Identify, and adapt if necessary, simulated games from other countries that can help the farmers better understand parametric insurance.
- 2.05** Review the regulatory framework and assess how easy and low-cost it would be for an aggrieved consumer to defend his or her rights. If the procedure would be high-cost and convoluted, make suggestions as to how the process could be improved.

### III. **Total Cost of the Project**

**3.01** The estimated cost of the Project is the equivalent of sixty thousand dollars (US\$60,000), in accordance with the following Budget:

#### **Budget**

(in US\$)

<b>Components</b>	<b>Bank</b>	<b>Total</b>
<b>1. Legal Review</b>	<b>31,600</b>	<b>31,600</b>
1.1. Diagnosis and Analysis of Insurance Law		
1.1.1 Consultant Services (Regulatory Expert)	7,200	
1.1.2 Consultant Services (Jamaica based Lawyer)	16,000	
1.2 Diagnosis and Analysis Commercial Law as it affects Insurance Contracts	1,200	
1.2.1 Consultant Services (Regulatory Expert)	1,600	
1.2.2 Consultant Services (Jamaica based lawyer)		
1.3 Findings and Recommendations		
1.3.1 Consultant Services (Regulatory Expert)	2,400	
1.3.2 Consultant Services (Jamaica based lawyer)	3,200	
<b>2. Adequacy of Supervision</b>	<b>6,000</b>	<b>6,000</b>
2.1 Review of Adequacy of Current Supervision Practices	2,400	
2.1.1 Consultant Services (Regulatory Expert)		
2.2 Extrapolation and/or Implications of Adding Agricultural Products (Single Peril, Multiple Peril, or Parametric Products)	2,400	
2.2.1 Consultant Services (Regulatory Expert)		
2.3 Findings and Recommendations	1,200	
2.3.1 Consultant services (Regulatory Expert)		
<b>3. Review of Stipulations for Consumer Education and Protection</b>	<b>7,800</b>	<b>7,800</b>
3.1. Review		
3.1.1 Consultant Services (Regulatory Expert)	3,000	
3.1.2 Consultant Services (Jamaica based lawyer)	4,800	
<b>4. Presentations of Findings to Key Stakeholders</b>	<b>2,800</b>	<b>2,800</b>
4.1.1 Consultant Services (Regulatory Expert)	1,200	
4.1.2 Consultant Services (Jamaica based lawyer)	1,600	
<b>5. Other Expenses</b>	<b>11,800</b>	<b>11,800</b>
Travel	3,600	
Per Diem	5,000	
Duplication Services	200	
Communications	1000	
Contingency	2,000	
<b>TOTAL</b>	<b>60,000</b>	<b>60,000</b>