
APPENDICES

AP.1 MEMBER LIST OF THE STUDY TEAM

1st Field Study

Name	Organization	Position
Mikio ISHIWATARI	Senior Advisor to Global Environment Department, Japan International Cooperation Agency	Team Leader
Masatoshi MURAO	Director, Japan International Cooperation System	Cooperation Policy
Shohei MATSUURA	Associate Expert, Disaster Management Team I, Global Environment Department, Japan International Cooperation Agency	Cooperation Planning
Masaru TOKURA	Nippon Koei Co., Ltd.	Project Manager
Tomokuni HAYAKAWA	Nippon Koei Co., Ltd.	Facility Designer
Takuya FUNAHARA	Nippon Koei Co., Ltd.	Construction Plan/ Procurement/ Cost Estimate

2nd Field Study

Name	Organization	Position
Yoshiyuki TAKAHASHI	Chief Representative, JICA Kenya Office	Team Leader
Shohei MATSUURA	Associate Expert, Disaster Management Team I, Global Environment Department, Japan International Cooperation Agency	Cooperation Planning
Masaru TOKURA	Nippon Koei Co., Ltd.	Project Manager

AP.2 STUDY SCHEDULE

1st Field Study [November 29 – December 19, 2008]

No	M/D	Day	Trip	Stay	Activity
1	11/29	Sat	Tokura/Hayakawa/Funahara: Leave for Nairobi		
2	11/30	Sun	Tokura: Arrive at Nairobi	Nairobi	Sign on agreement (topographic survey)
			Hayakawa/Funahara: Arrive at Nairobi and move to Kisumu	Kisumu	
3	12/1	Mon	Tokura: Move to Kisumu	Kisumu	- Meeting with JICA Kenya office, MWI, WRMA - Courtesy call to Embassy of Japan
			(Hayakawa/Funahara)	Kisumu	
4	12/2	Tue	Murao: Leave for Nairobi		
			(Tokura/Hayakawa/Funahara)	Kisumu	Site survey
5	12/3	Wed	Murao: Arrive at Nairobi	Nairobi	Courtesy call to JICA Kenya office
			(Tokura/Hayakawa/Funahara)	Kisumu	Site survey
6	12/4	Thu	(Murao)	Nairobi	Courtesy call to MWI, WRMA
			(Tokura/Hayakawa/Funahara)	Kisumu	Site Survey
7	12/5	Fri	(Murao)	Nairobi	Courtesy call to Ministry of Finance
			(Tokura/Hayakawa/Funahara)	Kisumu	Site Survey
8	12/6	Sat	Ishiwatari/Matsuura: Leave for Nairobi		
			(Murao)	Nairobi	Report preparation
			(Tokura/Hayakawa/Funahara)	Kisumu	Site Survey
9	12/7	Sun	Ishiwatari/Matsuura: Arrive at Nairobi	Nairobi	Meeting
			(Murao)	Nairobi	Meeting
			Tokura: Move to Nairobi	Nairobi	Site Survey
			(Hayakawa/Funahara)	Kisumu	Site Survey
10	12/8	Mon	(Ishiwatari/ Murao/Matsuura/Tokura)	Nairobi	PWG meeting and SC meeting for the MP Study
			(Hayakawa/Funahara)	Kisumu	Site Survey
11	12/9	Tue	(Ishiwatari/ Murao/Matsuura/Tokura)	Nairobi	Meeting with MWI and WRMA for the OD Study
			(Hayakawa/Funahara)	Kisumu	Site Survey
12	12/10	Wed	Ishiwatari/ Murao/Matsuura/Tokura: Move to Kisumu	Kisumu	Signing on Minutes of Meeting, Meeting with Embassy of Japan
			(Hayakawa/Funahara)	Kisumu	Site Survey
13	12/11	Thu	(Ishiwatari/ Murao/Matsuura)	Kisumu	Workshop and signing on MM for the MP Study
			(Tokura/Hayakawa/Funahara)	Kisumu	Site Survey
14	12/12	Fri	(Ishiwatari/ Murao/Matsuura/Tokura)	Kisumu	Site inspection
			(Hayakawa/Funahara)	Kisumu	Report preparation
15	12/13	Sat	(Ishiwatari/ Murao/Matsuura/Tokura)	Kisumu	Site inspection
			(Hayakawa/Funahara: Move to Nairobi)	Kisumu Nairobi	Report preparation Site Survey
16	12/14	Sun	(Ishiwatari/ Murao/Matsuura/Tokura)	Kisumu	Site inspection
			(Hayakawa)	Kisumu	Report preparation
			(Funahara)	Nairobi	Site Survey
17	12/15	Mon	Ishiwatari/ Murao/Matsuura: Move to Nairobi	Nairobi	Site Survey
			(Tokura/Hayakawa)	Kisumu	Site Survey
			(Funahara)	Nairobi	Site Survey
18	12/16	Tue	Ishiwatari/ Murao/Matsuura: Leave for Tokyo		Report to JICA Kenya Office, EOJ
			Tokura/Hayakawa: Move to Nairobi	Nairobi	Site Survey
			(Funahara)	Nairobi	Site Survey
19	12/17	Wed	Ishiwatari/ Murao/Matsuura: Arrive at Tokyo		
			(Tokura/Hayakawa/Funahara)	Nairobi	Report to JICA Kenya Office
20	12/18	Thu	Tokura/Hayakawa: Leave for Tokyo		Report preparation
			Funahara: Leave for Ho Chi Minh City		Report preparation

21	12/19	Fri	Tokura/Hayakawa: Arrive at Tokyo		
			Funahara: Arrive at Ho Chi Minh City		

Note: EOJ- Embassy of Japan, MWI- Ministry of Water and Irrigation, WRMA- Water Resource Management Authority

2nd Field Study [January 31 – February 8, 2009]

No	M/D	Day	Trip	Stay	Activity
1	1/31	Sat	Murao/Tokura: Leave for Nairobi		
2	2/1	Sun	Matsuura: Leave for Nairobi		
			Murao/Tokura: Arrive at Nairobi	Nairobi	
3	2/2	Mon	Matsuura: Arrive at Nairobi	Nairobi	Meeting with JICA Kenya Office
			(Murao/Tokura)	Nairobi	- Courtesy call to MWI, WRMA - Meeting with JICA Kenya Office
4	2/3	Tue	(Matsuura/Murao/Tokura)	Nairobi	- Courtesy call to EOJ - Meeting with MWI and WRMA
5	2/4	Wed	(Matsuura/Murao/Tokura)	Nairobi	Explanation of draft outline design report to MWI and WRMA
6	2/5	Thu	(Matsuura/Murao/Tokura)	Nairobi	Discussion of Minutes of Meeting
7	2/6	Fri	Matsuura: Leave for Tokyo		- Signing on Minutes of Meeting - Report to EOJ
			(Takahashi/ Murao/Tokura)	Nairobi	ditto
8	2/7	Sat	Matsuura: Arrive at Tokyo		
			Murao/Tokura: Leave for Tokyo		
9	2/8	Sun	Murao/Tokura: Arrive at Tokyo		

Note: EOJ- Embassy of Japan, MWI- Ministry of Water and Irrigation, WRMA- Water Resource Management Authority

AP.3 LIST OF PARTIES CONCERNED IN THE RECIPIENT COUNTRY

Ministry of Water and Irrigation (MWI)

David STOWER	Permanent Secretary
Jon Rao NYAORO	Director of Water Resources
R. K. GANKA	Director of Irrigation
Patrick OLOO	Deputy Director
K. W. MWATHI	Kenya Meteorological Department
I.G. KIMANI	Head/Asia & Pacific Desk
Tom OGALO	

Water Resource Management Authority (WRMA)

John P. OLUM	Chief Executive Officer
Joseph M. KINYUA	Operation Manager
REBECCA	Procurement Manager

Water Resource Management Authority- Lake Victoria South Catchment Area (WRMA-LVSC)

Margaret A. ABIRA	Regional Manager
Withs O MEMO	Counterpart for the Study on Integrated Flood Management for Nyando River Basin

Embassy of Japan

Takehiko SUZUKI	First Secretary, Head of Economic Cooperation Section
Kosaku ONAKA	Second Secretary, Economic Cooperation Section

JICA Kenya Office

Yoshiyuki TAKAHASHI	Chief Representative
Susumu IWAMOTO	Principal Senior Representative
Yoichi INOUE	Assistant Resident Representative, Environment and Eritrea
Toshiyuki NAKAZAWA	Assistant Resident Representative
Jon N. Ngugi	Senior Programme Officer (Environment & Water)

JICA Regional Support Office for Africa

Yoshiro KURASHINA	Representative
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NGO

Ben O. OKECH	Project Manger, CARE Kenya
Pamela INDIKA	Regional Manager, KENYA RED CROSS

AP.4 MINUTES OF DISCUSSIONS

AP.4.1 Minutes of Discussions of the First Field Study

**Minutes of Discussions
on the Outline Design Study of the Project for
Community-based Flood Disaster Management to Adapt to Climate Change
in the Nyando River Basin**

In response to the request from the Government of the Republic of Kenya (hereinafter referred to as "Kenya"), the Government of Japan decided to conduct the Outline Design Study on the Project for Community-based Flood Disaster Management to Adapt to Climate Change in the Nyando River Basin (hereinafter referred to as the "Project") and entrusted the implementation of the study to the Japan International Cooperation Agency (hereinafter referred to as "JICA").

JICA sent to Kenya the Outline Design Study Team (hereinafter referred to as "the Team"), headed by Mr. Mikio Ishiwatari, Senior Advisor JICA, which is scheduled to stay in the country from 3 December to 16 December 2008.

The Team held a series of discussions with the officials concerned from the Government of Kenya and conducted a field survey in the study area. In the course of discussions and field survey, both parties confirmed the main items described on the attached sheets. The Team will proceed with further works and prepare the Outline Design Study Report.

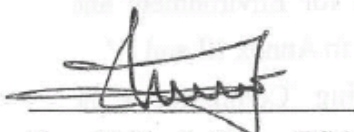
Nairobi, December 10, 2008



Eng. David Stower, CBS, OGW
Permanent Secretary
Ministry of Water and Irrigation
The Republic of Kenya



Mr. Mikio Ishiwatari
Team Leader
Japan International
Cooperation Agency (JICA)
Japan



Eng. Philip J. Olum, HSC
Chief Executive Officer
Water Resource Management
Authority
The Republic of Kenya

ATTACHMENT

1. Objective of the Project
The objective of the Project is to improve flood management through community-driven disaster management programs in the Nyando River Basin by providing both structural and non-structural measures to adapt to the effects of climate change.
2. Scheme of Grant Aid
The Project will be implemented with Japan's Programme Grant Aid for Environment and Climate Change.
3. Project Site
The Project sites are twenty-four (24) communities in the Nyando River Basin as seen in Annex I.
4. Responsible Agency and Implementing Agency
 - a) The responsible Agency is the Ministry of Water and Irrigation (MWI).
 - b) The Implementing Agency is the Water Resource Management Authority (WRMA).
5. Items requested by the Government of Kenya
The items described in Annex II were requested by the Government of Kenya. JICA will assess the appropriateness of the request and will recommend to the Government of Japan for approval.
6. Japanese Grant Aid
The Government of Kenya understood Japan's Grant Aid for Environment and Climate Change and the flow of the project budget described in Annex III and IV.
 - a) Both parties confirmed that the Project Coordinating Committee ("the Committee") will be established to help proper and smooth execution of the Project. The Project implementation arrangement is shown in Annex V.
The members of the Committee are as follows:
 - (1) Permanent Secretary of MWI (Chair)
 - (2) Chief Executive Officer of WRMA
 - (3) Director of Water Resources, MWI

- (4) Representative of Embassy of Japan in Kenya
 - (5) Representative of JICA Kenya
 - b) The first meeting of the Committee will be held immediately after the beginning of the Project. Further meetings will be held by the request of either the Kenya side or the Japanese side.
 - c) The Government of Kenya will take necessary measures, as described in Annex VII, to expedite the smooth implementation of the Project.
7. Schedule of the Outline Design Study (“the Study”)
- a) The consultants will proceed to further studies in Kenya until December 18, 2008.
 - b) JICA will prepare the draft report of the Study in English and dispatch a mission to explain the contents by the end of January 2009.
 - c) JICA will complete the Study Report of the Project by the end of February 2009.
8. Other relevant issues
- a) The Procurement Guidelines for the Program Grant Aid for Environment and Climate Change will be applied for the procurement procedure of the Project.
 - b) The Government of Kenya will exempt or bear the customs duties, internal taxes and other fiscal levies and conduct the necessary procedures.
 - c) WRMA will take every possible measure to ensure that the land where structures are planned to be constructed will be available and will be used for the intended purposes during and after the Project lifecycle.
 - d) WRMA will take every possible effort to strengthen the financial provisions for community-driven flood control management to ensure proper implementation of any additional activities and/or arrangements as required by the Project.
 - e) WRMA will arrange that the target communities will secure lands and conduct sustainable operation and maintenance of structures constructed in the Project.
 - f) WRMA explained to the Team that the ownership of the structures constructed in the Project will be handed over to relevant local organizations and government institutions. The Team will further examine this issue at JICA Headquarters.
 - g) WRMA will ensure that EIA approval by NEMA will be concluded by 31 January, 2009.
 - h) WRMA will designate a project management team (with one permanent

personnel) at the regional level responsible for implementing the Project.

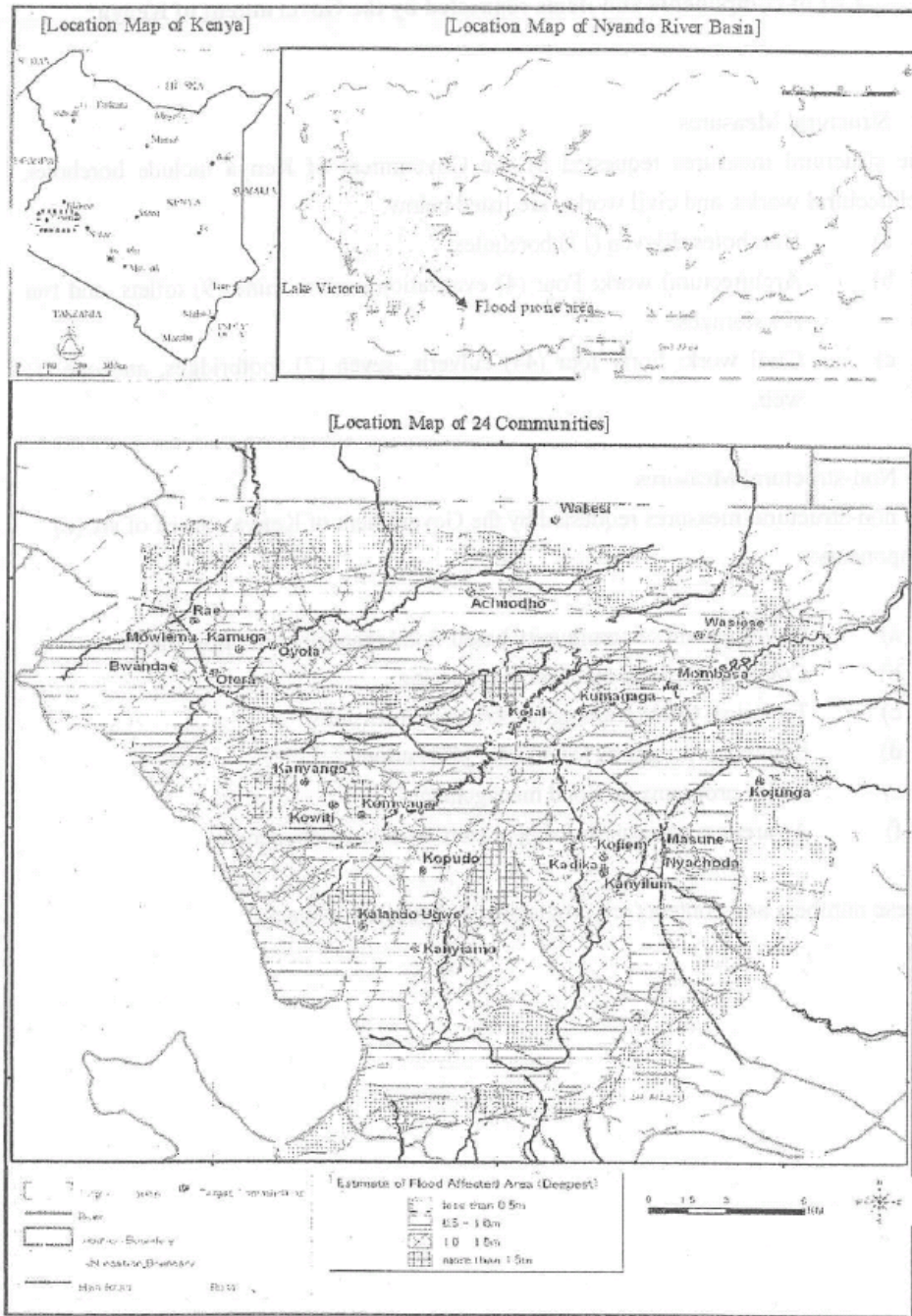
END

- Annex I Location of the project area
- Annex II Items requested by the Government of Kenya
- Annex III Overview of Program Grant Aid for Environment and Climate Change of the Government of Japan
- Annex IV Flow of funds for implementation under the Program Grant Aid for Environment and Climate Change
- Annex V Chart of project implementing organization under the Program Grant Aid for Environment and Climate Change
- Annex VI Terms of Reference of the Project Coordinating Committee
- Annex VII Major undertakings to be taken by each Government

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Location of the proposed 24 project communities



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List of components and items requested by the Government of Kenya***1. Structural Measures**

The structural measures requested by the Government of Kenya include boreholes, architectural works, and civil works, are listed below:

- a) Boreholes: Eleven (11) boreholes.
- b) Architectural work: Four (4) evacuation centers, nine (9) toilets, and two (2) storages.
- c) Civil work: Forty four (44) culverts, seven (7) footbridges, and one (1) weir.

2. Non-structural Measures

The non-structural measures requested by the Government of Kenya consist of six (6) components:

- a) Development of community based flood management organizations.
- b) Community flood management training.
- c) Technical O&M training for structural measures.
- d) Education programs for disaster prevention.
- e) Radio programs on flood management.
- f) Awareness campaigns using posters on flood management.

*These numbers and contents are provisional and subject to change.

**Programme Grant Aid for Environment and Climate Change
of the Government of Japan
(Provisional)**

The Grant Aid provides a recipient country ("the Recipient") with non-reimbursable funds to procure the facilities, equipment, and services (engineering services and transportation of the products, etc.) for economic and social development of the country under principles in accordance with relevant laws and regulations of Japan. The Grant Aid is not supplied through the donation of materials as such.

Based on "Cool Earth Partnership" initiative of the Government of Japan, the Programme Grant Aid for Environment and Climate Change ("GAEC") aims to mitigate effects of global warming by reducing GHGs emission (mitigation; e.g. improvement of energy efficiency) and to take adaptive measures (adaptation; e.g. measures against disasters related to climate change, including disaster prevention such as enhancing disaster risk management).

GAEC may contain multiple components that can be combined to effectively meet these needs. The contractors and suppliers may not be confined to Japanese firm and construction can be conducted by utilizing local methods.

I. Procedures for GAEC

GAEC is executed through the following procedures.

- Application (Request made by a recipient country)
- Study (Outline Design Study conducted by Japan International Cooperation Agency (JICA))
- Appraisal & Approval (Appraisal by the Government of Japan and Approval by the Cabinet)
- Commitment of Implementation (The Notes exchanged between the Government of Japan and the Recipient Country)

Firstly, the application or request for a GAEC project submitted by the Recipient is examined by the Government of Japan (the Ministry of Foreign Affairs) to determine whether it is eligible for GAEC. If the request is deemed appropriate, the Government of Japan assigns JICA to conduct a study on the request.

Secondly, JICA conducts the Outline Design Study ("the Study") with Japanese consulting firms.

Thirdly, the Government of Japan appraises the project to see whether it is suitable for Japan's GAEC, based on the Study report prepared by JICA, and the results are then submitted to the Cabinet for approval.

Fourthly, the project, once approved by the Cabinet, becomes official with the Exchange of Notes (E/N) signed by the Governments of Japan and the Recipient.

JICA executes the Grant by making payments of the amount agreed in the E/N and strictly monitors that the funds of the Grant are properly and effectively used.

Procurement Management Agent is designated to conduct the procurement services of products and services (including fund management, preparing tenders, contracts) for GAEC on behalf of the Recipient. The Agent is an impartial and specialized organization that will render services according to the Agent Agreement with the Recipient. The Agent is recommended to the Recipient by the Government of Japan and agreed between the two Governments in the Agreed Minutes ("A/M").

2. Outline Design Study

1) Contents of the Study

The purpose of the Study, conducted by JICA on a requested project ("the Project"), is to provide the basic document necessary for the appraisal of the Project by the Government of Japan. The contents of the Study are as follows:

- (1) Confirmation of background, objectives, and benefits of the Project and institutional capacity of agencies and communities concerned of the Recipient Country necessary for project implementation.
- (2) Evaluation of relevance of the Project to be implemented under the Grant Aid Scheme for community empowerment from a technical, social, and economic point of view.
- (3) Confirmation of items agreed upon by both parties concerning the basic concept of the Project.
- (4) Preparation of the outline design of the Project.
- (5) Estimation of cost for the Project.

The contents of the original request will be modified, as found necessary, in the outline design of the Project according to the guidelines of Japan's Grant Aid scheme.

The Government of Japan requests the Government of the Recipient to take whatever measures necessary to ensure its responsibility in implementing the Project. Such measures must be guaranteed even if they may fall outside the jurisdiction of the implementing organization of the Recipient Country. This has been confirmed by all relevant organizations of the Recipient through the Minutes of Discussions.

2) Selection of consulting firms

For the smooth implementation of the Study, JICA will conduct the Study with registered consulting firms. JICA selects the firms based on proposals submitted by firms with interest in implementing the Study. The firms selected will carry out the Outline Design Study and prepare a report, based on the terms of reference set by JICA.

The consulting firms that will implement the Project after the Grant Agreement ("the G/A) will be, in principle, Japanese firms recommended by JICA for maintaining technical consistency with the Study.

3. Implementation of GAEC after the E/N

1) Exchange of Notes (E/N)

The content of GAEC will be determined in accordance with the Notes exchanged by the two Governments concerned, in which items including, objectives of the project, period of execution, conditions and amount of the Grant Aid are confirmed.

2) Details of Procedures

Details of procedures on procurement and services under GAEC will be agreed between the authorities of the two governments concerned at the time of the signing of the G/A.

Essential points to be agreed are outlined as follows:

- a) JICA will supervise the implementation of the Project.
- b) Products and services will be procured and provided in accordance with JICA's "Procurement Guidelines for the Program Grant Aid for Environment and Climate Change."
- c) The Recipient will conclude a contract with the Agent.

d) The Agent is the representative acting in the name of the Recipient concerning all transfers of funds to the Agent.

3) Focal points of "Procurement Guidelines for the Program Grant Aid for Environment and Climate Change"

a) The Agent

The Agent is the organization, which provides procurement of products and services on behalf of the Recipient according to the Agent Agreement with the Recipient. The Agent is recommended to the Recipient by the Government of Japan and agreed between the two Governments in the A/M.

b) Agent Agreement

The Recipient will conclude the Agent Agreement, in principle, within two months after the signing of the G/A, in accordance with the A/M. The scope of the Agent's services will be clearly specified in the Agent Agreement.

c) Approval of the Agent Agreement

The Agent Agreement is prepared as two identical documents and the copy of the Agent Agreement will be submitted to JICA by the Recipient through the Agent. JICA confirms whether the Agent Agreement is concluded in conformity with the E/N, A/M, and G/A and the Procurement Guidelines for the Program Grant Aid for Environment and Climate Change then approves the Agent Agreement.

The Agent Agreement concluded between the Recipient and the Agent will become effective after the approval by JICA in a written form.

d) Payment Methods

The Agent Agreement will stipulate that "Regarding all transfers of the fund to the Agent, the Recipient will designate the Agent to act on behalf of the Recipient and issue a Blanket Disbursement Authorization ("the BDA") to conduct the transfer of the fund (hereinafter referred to as "the Advances") to the Procurement Account from the Recipient Account.

The Agent Agreement will clearly state that the payment to the Agent will be made in Japanese yen from the Advances and that the final payment to the Agent will be made

when the total remaining amount become less than three percent (3%) of the Grant and its accrued interests excluding the Agent's fees.

e) Products and Services Eligible for Procurement

Products and services to be procured will be selected from those defined in the G/A.

f) Selection of firms

In principle, firms of any nationality could be contracted as long as the firms satisfy the conditions specified in the tender documents.

The same applies for any individual consultants who will be involved in the project and provide services necessary for the training and guidance related to the Project. The consultants that will be employed to do detail design and supervise the work for the Project, however will be, Japanese nationals recommended by JICA for the purpose of maintaining technical consistency with the Study

g) Method of Procurement

When conducting the procurement, sufficient attention will be paid to transparency in selecting the firms and for this purpose, competitive tendering will be employed in principle.

h) Tender Documents

The tender documents should contain all information necessary to enable tenderers to prepare valid offers for the products and services to be procured by GAEC.

The rights and obligations of the Recipient, the Agent and the firms supplying products and services should be stipulated in the tender documents to be prepared by the Agent. Aside from this, the tender documents will be prepared in consultation with the Recipient.

i) Pre-qualification Examination of Tenderers

The Agent may conduct a pre-qualification examination of tenderers in advance of the tender so that the invitation to the tender can be extended only to eligible firms. The pre-qualification examination should be performed only with respect to whether the prospective tenderers have the capability of concluding the contracts.

For this, the following points should be taken into consideration:

- (1) Experience and past performance in contracts of similar kind
- (2) Financial credibility (including assets such as real estate)
- (3) Existence of offices and other items to be specified in the tender documents.
- (4) Their potentialities to use necessary personnel and facilities.

j) Tender Evaluation

The tender evaluation should be implemented on the basis of the conditions specified in the tender documents.

Those tenderers which substantially conform to the technical specifications and other stipulations of the tender documents, will be judged in principle on the basis of the submitted price, and the tenderer who offers the lowest price will be designated as the successful tenderer.

The Agent will submit a detailed evaluation report of tenders to JICA for its information, while the notification of the results to the tenderers will not be premised on the confirmation by JICA.

k) Additional procurement

If there is any remaining balance after the competitive and/or selective tendering and/or direct negotiation for a contract, and if the Recipient would like to procure additional items, the Agent is allowed to conduct this additional procurement, following the points mentioned below:

(1) Procurement of same products and services

When the products and services to be additionally procured are identical with the initial tender and a competitive tendering is judged not efficient, additional procurement can be conducted by a negotiated contract with the successful tenderer of the initial tender.

(2) Other procurements

When products and services other than those mentioned above in (1) are to be procured, the procurement should be conducted through competitive tendering. In this case, the products and services for additional procurement will be selected from among those in accordance with the G/A.

l) Conclusion of the Contracts

In order to procure products and services in accordance with the guideline, the Agent

will conclude contracts with firms selected by tendering or other methods.

m) Terms of Payment

The contract will clearly state the terms of payment. The Agent will make payment from the "advances," against the submission of the necessary documents from the firm on the basis of the conditions specified in the contract. When the services are the object of procurement, the Agent may pay certain portion of the contract amount in advance to the firms on the conditions that such firms submit the advance payment guarantee worth the amount of the advance payment to the Agent.

4) Undertakings required by the Government of the Recipient Country

In the implementation of the Grant Aid Project, the Recipient Country is required to undertake necessary measures as the following:

- a) To secure land necessary for the sites of the Project and to clear, level and reclaim the land prior to commencement of the Project.
- b) To provide facilities for distributing electricity, water supply and drainage and other incidental facilities in and around the sites.
- c) To ensure all the expense and prompt execution for unloading, customs clearing at the port of disembarkation and domestic transportation of products purchased under the Grant Aid,
- d) To ensure that customs duties, internal taxes and other fiscal levies that may be imposed in the Recipient Country with respect to the purchase of the Components and the Agent's services will be exempted by the Government of the Recipient Country.
- e) To accord all the concerned parties, whose services may be required in connection with supply of the products and services under the contracts, such facilities as may be necessary for their entry into the Recipient Country and stay therein for the performance of their work.

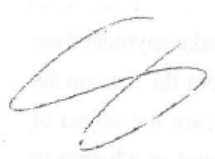
5) "Proper use of funds"

The Recipient Country is required to operate and maintain the facilities constructed and equipment purchased under the Grant Aid properly and effectively and to assign personnel necessary for this operation and maintenance as well as to bear all the expenses other than those covered by the Grant Aid.

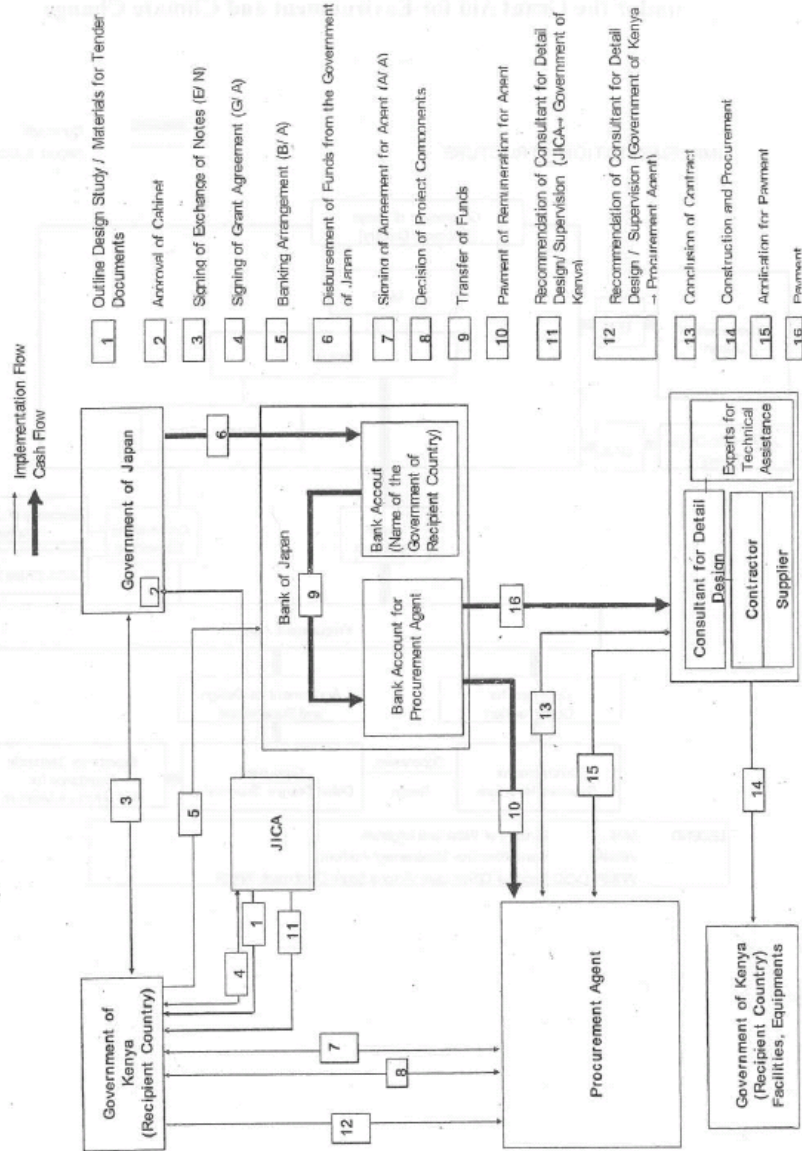
6) "Export and Re-export" of products

The products purchased under the Grant and its accrued interest will not be exported or

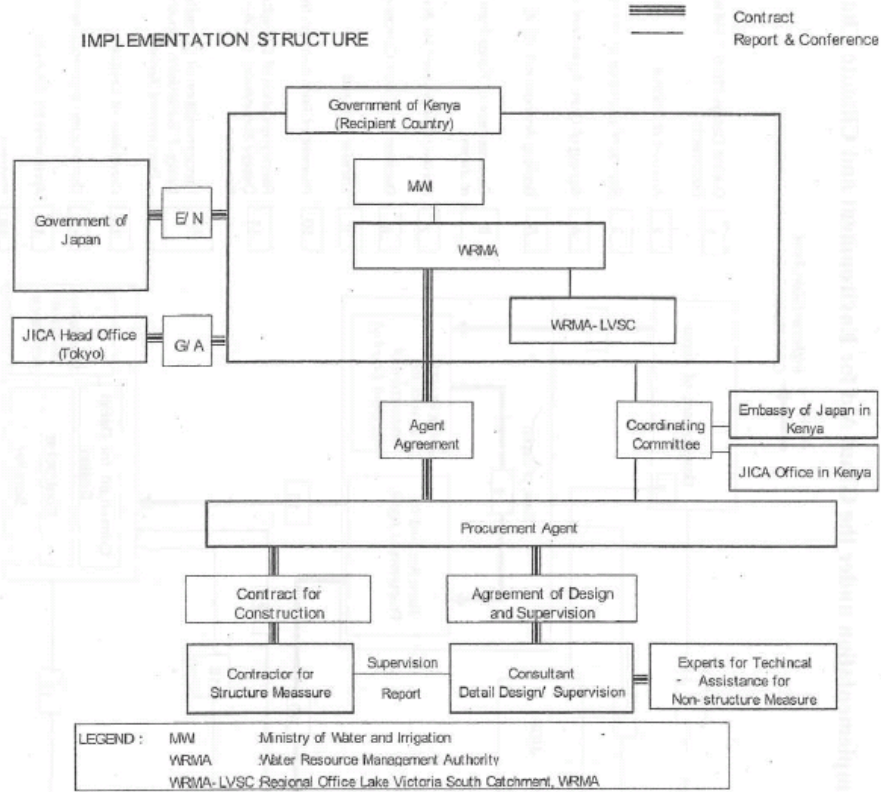
re-exported from the Recipient Country.



Flow of funds for implementation under the Grant Aid for Environment and Climate Change



**Chart of project implementing organizations
under the Grant Aid for Environment and Climate Change**



Terms of Reference of the Committee

1. To confirm an implementation schedule of the Programme for the speedy and effective utilization of the Grant and its accrued interest.
2. To discuss the modifications of the Programme including modification of the design of the facility.
3. To exchange views on allocations of the Grant and its accrued interest as well as on potential end-users.
4. To identify problems which may delay the utilization of the Grant and its accrued interest, and to explore solutions to such problems.
5. To exchange views on publicity related to the utilization of the Grant and its accrued interest.
6. To discuss any other matters that may arise from or in connection with the G/A.

Major undertakings to be taken by each Government

No.	Items	To be covered by Grant Aid	To be covered by Recipient Side
1	To secure land		●
2	To clear, level and reclaim the site when needed urgently		●
3	To construct gates and fences in and around the site		●
4	To construct a parking lot		●
5	To construct roads		
	1) Within the site	●	
	2) Outside the site		●
6	To construct the building, hospital and school ^a	●	
7	To provide facilities for the distribution of electricity, water supply, drainage and other incidental facilities:		
	1) Electricity		
	a. The power distribution line to the site	x	1
	b. The drop wiring and internal wiring within the site	x	1
	c. The main circuit breaker and transformer for the site	x	1
	2) Water Supply		
	a. The city water distribution main to the site	x	1
	b. The supply system within the site (receiving and elevated tanks)	x	1
	3) Drainage		
	a. The city drainage main (for conveying storm water, sewage, etc. from the site)		●
	b. The drainage system within the site (for sewage, ordinary waste, storm water, etc.)	●	
	4) Gas Supply		
	a. The city gas main to the site	x	1
	b. The gas supply system within the site	x	1
	5) Telephone System		
	a. The telephone trunk line to the main distribution frame/postal (MDF) of the building	x	1
	b. The MDF and the extension after the frame/postal	x	1
	6) Furniture and Equipment		
	a. General furniture		●
	b. Project equipment	●	
8	To bear the following commissions applied by the bank in Japan for banking services issued upon the Bank Arrangement (B/A):		
	1) Payment of bank commission		●
9	To ensure prompt unloading and customs clearance at the port of disembarkation in the recipient country:		
	1) Marine or air transportation of the products from Japan ^b to the recipient	●	
	2) Tax exemption and customs clearance of the products at the port of disembarkation		●
	3) Internal transportation from the port of disembarkation to the project site		●
10	To accord Japanese nationals and / or nationals of third countries, including persons employed by the agent whose services may be required in connection with the Components such facilities as may be necessary for their entry into recipient country and stay therein for the performance of their work		●
11	To ensure that customs duties, internal taxes and other fiscal levies which may be imposed in the recipient country with respect to the purchase of the Components and to the employment of the Agent will be exempted by the Government of recipient country		●
12	To maintain and use properly and effectively the facilities that are constructed and the equipment that is provided under the Grant.		●
13	To bear all the expenses, other than those covered by the Grant and its accrued interest, necessary for the purchase of the Components as well as for the agent's fees.		●
14	To ensure environmental and social consideration for the Programme.		●

Note x: Items not required for the Project.