



**CARIBBEAN COMMUNITY
CLIMATE CHANGE CENTRE**

Building Resilience. Securing Our Future.

CABRIC GCF FP Revision: Preparation of a high-level overview of the legal landscape of the five CABRIC EDA countries: The Bahamas, Belize, Grenada, Jamaica and St Lucia

CABRIC Legal Due Diligence

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Abbreviations

EE	Executing Entities
CARICOM	Caribbean Community
CCCCC	Caribbean Community Climate Change Centre
GCF	Green Climate Fund

1. Preparation and adoption of the Legal Due Diligence

The legal analysis contained in this Legal Due Diligence Report has been prepared based on the legal memorandum originally prepared by E co.Ltd.; an international climate finance Consultancy Firm headquartered in the United Kingdom, together with supplementary legal analysis undertaken internally by the CCCCC to address additional matters arising during the due diligence process. Having reviewed and considered the legal memorandum and the supplementary analysis, the CCCCC expressly adopts the legal analysis and conclusions set out therein and submits them as part of its legal due diligence for the CABRIC Programme. To the extent supplemented herein, this Legal Due Diligence Report reflects the CCCCC's independent legal assessment of the matters addressed.

2. Government or Regulatory Approvals, Licenses or Permits

Details of any government or regulatory approvals, licenses or permits required for implementing and operating the project/programme, the relevant issuing authority, and the date of issuance or expected date of issuance.

In the countries, legal due diligence, including a review of the applicable legislation and regulatory frameworks, did not identify any statutory or regulatory requirement for a programme- level governmental approval, license, or permit solely for the implementation of the CABRIC programme. Accordingly, there are no identified legal impediments to implementation where the relevant Government has agreed to participate in the programme. Regulatory approvals may, however, be required for specific sub-grants implementation activities, such as the importation of equipment, customs clearance, work permits for foreign personnel, or other activity-specific authorisations. Such approvals, will be identified during the sub-grants appraisals and where applicable, will be obtained by the legally responsible parties and verified by relevant Executing Entities in accordance with the laws of the relevant jurisdiction.

Additionally, the Executing Entities have the responsibility to obtain all land and rights in respect of land that are required to carry out the Project and promptly furnish to the CCCCC, upon its request, evidence satisfactory to the CCCCC that such land and rights in respect of the land are available for the purposes of the Project.

In collaboration with the relevant governmental authorities of the countries, the EE IS expected to diligently:

- i. Process the necessary exemptions from taxes and customs duty for Goods and Services procured with the GCF Proceeds during the Implementation Period; and
- ii. Obtain all necessary permits, licences, approvals or authorisation necessary from any governmental authority, in relation to the implementation of the Activities.

The Executing Entities would also be mandated to cooperate and invite other relevant governmental authorities in their country to cooperate with the GCF, and provide reasonable assistance during any audit, planned or *ad hoc* missions, checks or evaluations conducted by the GCF to verify the use of the GCF Proceeds, compliance with contractual obligations or ascertain whether the Project is being implemented in an efficient and effective manner, and the Executing

Entities shall provide such information and documentation as may be reasonably requested by the CCCCC or the GCF.

2.1 Applicable Taxes and Foreign Exchange Regulations

The CCCCC benefits from the privileges and immunities provided under the Agreement Establishing the Caribbean Community Climate Change Centre. However, for the purposes of the CABRIC Programme, procurement of goods and services will be undertaken by Grant Administrators and downstream beneficiaries. Accordingly, the tax treatment applicable to such procurement is governed by the domestic law of the participating State and any exemptions or concessions available under that law. The CCCCC's tax privileges do not automatically extend to Grant Administrators or beneficiaries. Goods and services financed through GCF proceeds may benefit from tax exemptions or concessions only where provided under the applicable national legal framework or where the relevant approvals have been obtained from competent authorities. The final submitted budget is inclusive of all applicable taxes and shall be deemed to include full provision for the payment of all taxes, duties, levies, and other statutory charges imposed under applicable law.

In terms of the receipt of funds, it is expected that the CCCCC, as the AE & Fund EE, will establish appropriate bank or ledger accounts to receive the GCF Proceeds disbursed by the Fund under the FAA, as well as any Reflowed Funds, if applicable.

Currency of disbursements will be in United States Dollars as both the Holding Currency of Disbursements, as well as the Financial Reporting and Accounting Currency.

As an international organization and Accredited Entity, the CCCCC has established the relevant currency mechanisms as granted by approval by the Central Bank of Belize, in order to establish the relevant Current Accounts.

Table 11 Applicable taxes/exemptions/Forex Regulations

Country	Tax treatment of sub-project implementation	Foreign-Exchange Framework
The Bahamas	<i>Subject to domestic tax laws. No automatic exemption arises from the CCCCC Agreement. Any available exemptions must be obtained under the Laws of the Bahamas.</i>	Active exchange controls managed by the Central Bank of the Bahamas under the Exchange Control Act of 1952 and Exchange Control Regulations of 1956.

Belize	<i>Subject to the laws of Belize. Exemptions under the Caribbean Community Climate Change Act, 2015, available ONLY if goods and services are directly procured by the CCCCC pursuant to Article 26 of the First Schedule (Agreement Establishing the CCCCC) to the Act.</i>	▪ Active exchange controls and restrictions on foreign exchange transactions managed by the Central Bank of Belize under the Exchange Control Regulations Act.
Grenada	<i>Subject to domestic tax laws of Grenada</i>	No restrictive foreign exchange controls
Jamaica	<i>Subject to the domestic tax laws of Jamaica.</i>	• No restrictive foreign exchange controls
Saint Lucia	<i>Subject to the domestic tax laws of Saint Lucia.</i>	• No restrictions on foreign exchange transactions, and the invoicing of foreign trade transactions can be made in any currency

Table 2 Custom Duty Approvals

Country	Customs Duty Regulations	Required Action, if an Exemption Is Available
<i>The Bahamas</i>	<i>Customs Management Act</i>	• Application by EE to Comptroller of Customs of the jurisdiction to approve the relevant exemptions
<i>Belize</i>	<i>Customs and Excise Duty Act</i>	• Application by EE to Comptroller of Customs of the jurisdiction to approve the relevant exemptions
<i>Grenada</i>	<i>Customs Act</i>	• Application by EE to Comptroller of Customs of the jurisdiction to approve the relevant exemptions
<i>Jamaica</i>	<i>Customs Act</i>	• Application by EE to Comptroller of Customs of the jurisdiction to approve the relevant exemptions
<i>Saint Lucia</i>	<i>Customs Control and Management Act</i>	• Application by EE to Comptroller of Customs of the jurisdiction to approve the relevant exemptions

3. Insurance Policies

The EE's should not infringe upon any industrial or intellectual property right. The EE's should also contractually ensure that all contracts for the procurement of Goods and Services, (as well as GCF Funded contracts) contain appropriate representations, warranties and, if appropriate, indemnities from the contractor or supplier with respect to the aforementioned rights. There are however, no legal obligations for insurance, other than if it relates to labour related instances.

The table below is intended to provide a high-level overview of the insurance regulatory framework applicable in each participating jurisdiction and should not be interpreted as prescribing the insurance arrangements for individual subprojects. While the insurance obligations applicable to the Executing Entity/ Grant Administrator will be addressed through the Subsidiary Agreements, the specific insurance requirements applicable to individual subprojects cannot yet be determined. This is because the subprojects and their associated activities have not yet been identified. The nature and scope of insurance requirements will depend on the characteristics, activities, and risk profile of each approved subproject, as well as any applicable legal requirements in the relevant jurisdiction. Accordingly, the relevant insurance requirements will be identified during the subproject appraisal process and will be reflected, as appropriate, in the applicable subgrant agreements, procurement documents, and contracts to ensure that the risks associated with each subproject are adequately addressed.

In the case of the Executing Entities at the programme level however, each Executing Entity will be required, throughout the term of the Subsidiary Agreement, to maintain all insurance required under the laws of its jurisdiction and such additional insurance as is reasonably appropriate to its operations and responsibilities in administering the Programme. This includes maintaining insurance necessary to safeguard its personnel, assets, and operations, while ensuring that any contractors or other third parties engaged in connection with Programme implementation maintain insurance appropriate to the activities they undertake.

Table 3 Relevant insurance policies

Country	Relevant insurance policies	Relevance and appropriate actions
<i>The Bahamas</i>	<i>The key laws governing the insurance industry in the Bahamas are:</i>	The compulsory insurances required within the Bahamas insurance industry are motor third-party liability insurance, professional

	• <i>Insurance Act 2005 (as amended in 2023)</i> • <i>Insurance (General) Regulations 2010</i> • <i>External Insurance Act 2009</i> • <i>Marine Insurance Act 1908</i> • <i>National Insurance Act 1972</i>	indemnity insurance, social security insurance, and liability insurance. • Contracts should include indemnity clauses and requirements for insurance related to third parties
Belize	<i>Insurance Act</i> <i>Public Health (Reform) (Prevention Of The Spread Of Infectious Disease) (Covid-19) Regulations, 2022</i>	• Micro insurance bridges the protection gap and offers a vital disaster risk financing tool, particularly benefiting the low-income productive sector. It addresses the challenges faced by those who were previously unable to obtain insurance due to high rates in the commercial market or the unavailability of adequate insurance coverage • All foreign tourists entering Belize will be required to obtain Belize Travel Health Insurance. This will likely have implications for non nationals within Projects entering Belize
Grenada	<i>National Insurance Act</i>	• All employed and self-employed persons in Grenada are mandated by the National Insurance laws to register and pay contributions

<i>Jamaica</i>	<i>National Insurance Act</i>	• To be followed where employment occurs
<i>Saint Lucia</i>	<i>National Insurance Corporation Act</i>	• To be followed where employment occurs

4. Summary of Recommendations

4.1 Government and/or regulatory approvals, licenses or permits

The Executing Entity/Grant Administrator or relevant importer of record should engage with the competent customs authority or Ministry of Finance as applicable in each jurisdiction to obtain the necessary import clearance, permit or tax/customs exemptions.

4.1.1 Insurance

As there are no specific laws in the participating jurisdictions that prescribe insurance requirements solely by virtue of activities being undertaken under the Program, the procurement of insurance should be determined based on the nature of the relevant subproject, the applicable legal requirements, and the associated risks. Accordingly, during the subproject appraisal process, the relevant Executing Entity/Grant Administrator should identify any legally mandatory and risk-appropriate insurance requirements applicable to the proposed subproject, including any employment-related insurance required under the laws of the relevant jurisdiction. The Executing Entity/Grant Administrator should then ensure that such insurance requirements are appropriately reflected in the applicable sub-grant agreements, procurement documents, and contracts, as relevant. In addition, where appropriate based on the nature of the activities, professional liability and other suitable insurance coverages should be contractually required as a matter of prudent risk management.

Contracts with indemnity clauses should also be included, to protect the project from any mishaps. As a result, insurance is recommended although not mandated.

5. Cascading Due Diligence Matrix

5.1 Legal Capacity of Each Entity

5.1.1 Caribbean Community Climate Change Centre (Accredited Entity)

Requirement	Description of Standards / Findings	Source / Reference	Status (Confirmed / Gap / Pending)
(a) Legal personality – separate legal personality from the relevant Government, or an organ/agency thereof	The CCCCC is a regional intergovernmental institution with the legal capacity to undertake activities, enter into agreements and implement climate change programmes in furtherance of its mandate.	Caribbean Community Climate Change Centre Agreement, 2002. (the Agreement)	Confirmed
(b) Capacity to enter into contracts in its own name	CCCCC capacity has been demonstrated through a long standing record of successful contractual engagements with regional governments, international organisations, donors and development partners.	Art. 20 of the CCCCC Agreement	Confirmed
(c) Capacity to receive, hold, manage and reflow GCF Proceeds in USD	Pursuant to the Accreditation Master Agreement(AMA) between the GCF and CCCCC, the CCCCC has legal capacity to received, hold and reflow GCF Proceeds. The CCCCC maintains appropriate fiduciary, financial management, governance and control frameworks to safeguard and account for such funds.	AMA	Confirmed
(d) Capacity to submit to a foreign governing law and to enter into arbitration agreements	Subject to the applicable contractual approvals and institutional requirements, the CCCCC has capacity to agree to foreign governing law and enter into arbitration agreements and has utilized such mechanisms in	Art. 30 of the CCCCC Agreement	Confirmed

Requirement	Description of Standards / Findings	Source / Reference	Status (Confirmed / Gap / Pending)
	international contractual engagements.		

5.1.2 Executing Entity - Belize Fund for a Sustainable Future (Belize)

Requirement	Description of Standards / Findings	Source / Reference	Status (Confirmed / Gap / Pending)
(a) Legal personality – separate legal personality from the relevant Government, or an organ/agency thereof	Derives its legal personality to contract from incorporation as a non-profit company; established as a private conservation trust fund in March 2022 under the framework of Belize's Blue Bonds Loan Act, 2021, which gave statutory effect to the Conservation Funding Agreement and Ancillary Agreements with The Nature Conservancy, empowering the Belize Fund as the independent vessel and executing entity to manage the resulting conservation investments.	Blue Bonds Loan Act, 2021 (Belize); Conservation Funding Agreement and Ancillary Agreements with The Nature Conservancy	Confirmed
(b) Capacity to enter into contracts in its own name	Has the legal capacity to enter into contracts and other legally binding agreements in its own name; in the ordinary course of business executes grant agreements, procurement contracts, employment agreements, consultancy agreements and other contractual arrangements necessary to fulfil its mandate.	Belize Fund constitutive/incorporation documents	Confirmed
(c) Capacity to receive, hold, manage	Has the legal and operational capacity to open a USD		Confirmed

Requirement	Description of Standards / Findings	Source / Reference	Status (Confirmed / Gap / Pending)
and reflow GCF Proceeds in USD	account to receive, hold, manage and reflow GCF Proceeds.		
(d) Capacity to submit to a foreign governing law and to enter into arbitration agreements	Has the legal capacity to enter into agreements governed by foreign law and, subject to approval by its Board of Directors and compliance with applicable legal requirements, may agree to dispute resolution provisions, including arbitration.	Belize Fund governance documents (Board approval requirement)	Confirmed, subject to Board approval
(e) Sovereign immunity considerations (statutory body) and capacity to validly waive immunity under local law	Is not a ministry, department, statutory authority, or state-owned enterprise of the Government of Belize; accordingly, it does not benefit from sovereign immunity under Belizean law.		No immunity applies – waiver not required

5.1.3 Executing Entity - Bahamas Protected Areas Fund (The Bahamas)

Requirement	Description of Standards / Findings	Source / Reference	Status (Confirmed / Gap / Pending)
(a) Legal personality – separate legal personality from the relevant Government, or an organ/agency thereof	Independent statutory corporation with separate legal personality.	BPAF Act, 2014, s. 5	Confirmed
(b) Capacity to enter into contracts in its own name	Has statutory authority to enter into contracts in its own name.	BPAF Act, 2014, s. 5	Confirmed

Requirement	Description of Standards / Findings	Source / Reference	Status (Confirmed / Gap / Pending)
(c) Capacity to receive, hold, manage and reflow GCF Proceeds in USD	Has the legal and operational capacity to open a USD account to receive, hold, manage and reflow GCF Proceeds.	BPAF Act, 2014, s. 5	Confirmed
(d) Capacity to submit to a foreign governing law and to enter into arbitration agreements	Has legal capacity to agree to foreign governing law and binding arbitration.	BPAF Act, 2014, s. 5	Confirmed
(e) Sovereign immunity considerations (statutory body) and capacity to validly waive immunity under local law	Independent statutory corporation; does not benefit from sovereign or Crown immunity.	BPAF Act, 2014	No immunity applies – waiver not required

5.1.4 Executing Entity - Saint Lucia Development Bank (Saint Lucia)

Requirement	Description of Standards / Findings	Source / Reference	Status (Confirmed / Gap / Pending)
(a) Legal personality – separate legal personality from the relevant Government, or an organ/agency thereof	Established as a body corporate with perpetual succession; has separate legal personality from the Government of Saint Lucia and is capable, in its own corporate name, of entering into contracts and of suing and being sued.	Saint Lucia Development Bank Act No. 12 of 2008, ss. 3 and 4(1)	Confirmed
(b) Capacity to enter into contracts in its own name	Confirmed by s. 4(1) of the Act; exercised in practice, including as a contracting party under CDB Loan Agreement No. 62/SFR-STL and under the GCF Accreditation Master Agreement.	SLDB Act 2008, s. 4(1); CDB Loan Agreement No. 62/SFR-STL; GCF Accreditation Master Agreement	Confirmed
(c) Capacity to receive, hold, manage and reflow GCF Proceeds in USD	Has the legal and operational capacity to receive international payments from GCF and to make payments to GCF; currently holds		Confirmed – evidenced in practice

Requirement	Description of Standards / Findings	Source / Reference	Status (Confirmed / Gap / Pending)
	and operates a USD-denominated account with its principal banker in Saint Lucia.		
(d) Capacity to submit to a foreign governing law and to enter into arbitration agreements	Nothing in the Act restricts or prohibits SLDB from submitting to a foreign governing law or arbitration.	SLDB Act 2008	Confirmed
(e) Sovereign immunity considerations (statutory body) and capacity to validly waive immunity under local law	Does not benefit from sovereign or Crown immunity under its own Act; s. 4(1) expressly makes SLDB subject to legal process.	SLDB Act 2008, s. 4(1)	No immunity applies – waiver not required

5.1.5 Executing Entity - Grenada Investment Development Cooperation (Grenada)

Requirement	Description of Standards / Findings	Source / Reference	Status (Confirmed / Gap / Pending)
(a) Legal personality – separate legal personality from the relevant Government, or an organ/agency thereof	Independent statutory corporation with separate legal personality.	GIDC Act, Act No. 30 of 2016, s. 3	Confirmed
(b) Capacity to enter into contracts in its own name	Has statutory authority to enter into contracts in its own name.	GIDC Act, Act No. 30 of 2016, s. 9	Confirmed
(c) Capacity to receive, hold, manage and reflow GCF Proceeds	Has the legal and operational capacity to open a USD account to receive, hold, manage and reflow GCF Proceeds.	GIDC Act, Act No. 30 of 2016, s. 9	Confirmed
(d) Capacity to submit to a foreign governing law and to enter into arbitration agreements	Has legal capacity to agree to foreign governing law and binding arbitration.	GIDC Act, Act No. 30 of 2016, s. 9	Confirmed

Requirement	Description of Standards / Findings	Source / Reference	Status (Confirmed / Gap / Pending)
(e) Sovereign immunity considerations (statutory body) and capacity to validly waive immunity under local law	Independent statutory corporation; does not benefit from sovereign or immunity.	GIDC Act, Act No. 30 of 2016,	No immunity applies – waiver not required

5.1.6 Executing Entity - Jamaica Social Investment Fund (Jamaica)

Requirement	Description of Standards / Findings	Source / Reference	Status (Confirmed / Gap / Pending)
(a) Legal personality – separate legal personality from the relevant Government, or an organ/agency thereof	Incorporated as a limited liability company under the Companies Act of Jamaica. It was established in 1996 as a component of the government's national poverty eradication strategy.	Articles of Incorporation	Confirmed
(b) Capacity to enter into contracts in its own name	Registered Company with legal Personality.	Articles of Incorporation	Confirmed
(c) Capacity to receive, hold, manage and reflow GCF Proceeds in USD	Accredited Direct Access Entity (DAE) to the GCF		Confirmed
(d) Capacity to submit to a foreign governing law and to enter into arbitration agreements	JSIF has full legal capacity to submit to a foreign governing law and to enter into arbitration proceeding. Met all legal due diligence requirements for GCF accreditation		Confirmed
(e) Sovereign immunity considerations (statutory body) and capacity to validly waive immunity under local law	Does not benefit from immunities as a limited liability company		Not applicable

5.1.7 Caribbean Natural Resources Institute (Regional Technical Support Partner)

Requirement	Description of Standards / Findings	Source / Reference	Status (Confirmed / Gap / Pending)
(a) Legal personality – separate legal personality from the relevant Government, or an organ/agency thereof	CANARI is a non-profit organisation registered in Barbados, Jamaica, St. Lucia, St. Vincent and the Grenadines, the US Virgin Islands and Trinidad & Tobago. It also have 501(c)(3) status in the United States and charitable status in Trinidad and Tobago.		confirmed
(b) Capacity to enter into contracts in its own name	Under the national laws of the multiple States that it is registered, CANARI functions as a corporate "body" capable of contracting in its own name, having perpetual succession, holding property, and exercising the legal capacity to hire staff and open bank accounts		confirmed
(c) Capacity to receive, hold, manage and reflow GCF Proceeds in USD	Not applicable		Not applicable
(d) Capacity to submit to a foreign governing law and to enter into arbitration agreements	By virtue of legal registration, the capacity to submit to foreign laws exists.		confirmed

5.2 Approvals, Licences and Permits

5.2.1 Caribbean Community Climate Change Centre (Accredited Entity)

Requirement / Approval	Issuing Authority	Date of Issuance	Date of Expiration	Responsible Party (Obtain/Renew)	Description of Standards / Status
(i) Execution of the FAA by CCCCC	Bilateral instrument between GCF and CCCCC	TBD	6 years after effectiveness	GCF and CCCCC	Pending

5.2.2 Executing Entity - Belize Fund for a Sustainable Future (Belize)

Requirement / Approval	Issuing Authority	Date of Issuance	Date of Expiration	Responsible Party (Obtain/Renew)	Description of Standards / Status
(ii) Execution of the Subsidiary Agreement by the Grant Administrator	N/A – bilateral instrument; no external issuing authority. Executed by authorised signatories of CCCCC and the Belize Fund	Under review by parties.		CCCCC (prepares/negotiates); Belize Fund Board (approves and executes, per its Board-approval requirement for foreign-law instruments)	Becomes effective on same date that the FAA becomes effective
(iii) Sub-grant agreements with CSOs / NGOs / Local Authorities	N/A – contract between Belize Fund and each CSO/NGO/LA; no external issuing authority	Cannot be determined until grantees are selected		Belize Fund (issues, monitors and renews/extends as needed)	As outline in the Operations Manual
(iv) Land rights for sub-projects	Ministry of Natural Resources /			Sub-grantee or Belize Fund on its behalf, depending on land	verify per sub-project; flag any sub-

Requirement / Approval	Issuing Authority	Date of Issuance	Date of Expiration	Responsible Party (Obtain/Renew)	Description of Standards / Status
involving infrastructure	Lands Department (Belize) – or relevant statutory land authority for the specific site			tenure arrangement – confirm in each sub-grant agreement	projects on customary, communal or disputed land
(v) Building permits	Local town/city council or Central Building Authority (Belize), as applicable to the sub-project site			Sub-grantee (with technical support from Belize Fund/CANARI as needed)	confirm building permit required prior to any civil works commencing
(v) Environmental permits	Department of the Environment (DOE), Belize			Sub-grantee, supported by Belize Fund's Environmental and Social Safeguards function	confirm whether an Environmental Compliance Plan / EIA is triggered by project category
(v) Protected area permits	Forest Department / Fisheries Department / Protected Areas Authority, Belize (site-dependent)			Sub-grantee, coordinated through Belize Fund given its conservation mandate	applicable only to sub-projects located within or affecting a designated protected area
(vi) Import permits for equipment procured by sub-grantees	Belize Customs and Excise Department			Sub-grantee, utilizing the CCCCC procurement procedures.	confirm duty/VAT exemption status for GCF-funded equipment

5.2.3 Executing Entity - Bahamas Protected Areas Fund (The Bahamas)

Requirement / Approval	Issuing Authority	Date of Issuance	Date of Expiration	Responsible Party (Obtain/Renew)	Description of Standards / Status
(ii) Execution of the Subsidiary Agreement by the Grant Administrator	N/A – bilateral instrument; no external issuing authority. Executed by authorised signatories of CCCCC and BPAF	Under review by parties		CCCCC (prepares/negotiates); BPAF (approves and executes, per its statutory authority under the BPAF Act, 2014, s. 5)	Becomes effective on same date that the FAA becomes effective.
(iii) Sub-grant agreements with CSOs / NGOs / Local Authorities	N/A – contract between BPAF and each CSO/NGO/community-based organisation; no external issuing authority	Will be determined upon the completion of sub-grant agreement		BPAF (issues, monitors and renews/extends as needed)	As outlined in Operations Manual
(iv) Land rights for sub-projects involving infrastructure	Ministry responsible for lands / Department of Physical Planning, The Bahamas – or relevant statutory land authority for the specific site			Sub-grantee or BPAF on its behalf, depending on land tenure arrangement – confirm in each sub-grant agreement	verify per sub-project; flag any sub-projects on Crown land or land subject to competing claims
(v) Building permits	Ministry of Public Works / local Building Control Officer, The Bahamas			Sub-grantee (with technical support from BPAF as needed)	confirm building permit required prior to any civil works commencing
(v) Environmental permits	Department of Environmental Planning and Protection (DEPP), The Bahamas			Sub-grantee, supported by BPAF's environmental/safeguards function	confirm whether an Environmental Impact Assessment is triggered by project category

Requirement / Approval	Issuing Authority	Date of Issuance	Date of Expiration	Responsible Party (Obtain/Renew)	Description of Standards / Status
(v) Protected area permits	Bahamas National Trust / Department of Marine Resources / Ministry of Environment (site-dependent)			Sub-grantee, coordinated through BPAF given its statutory protected-areas mandate	applicable only to sub-projects located within or affecting a designated protected area
(vi) Import permits for equipment procured by sub-grantees	Bahamas Customs Department			Sub-grantee (importer of record), utilizing the CCCCC procurement procedures	confirm duty/VAT exemption status for GCF-funded equipment

5.2.4 Executing Entity - St Lucia Development Bank (St Lucia)

Requirement / Approval	Issuing Authority	Date of Issuance	Date of Expiration	Responsible Party (Obtain/Renew)	Description of Standards / Status
(ii) Execution of the Subsidiary Agreement by the Grant Administrator	N/A – bilateral instrument; no external issuing authority. Executed by authorised signatories of CCCCC and SLDB	Under review by the Parties		CCCCC (prepares/negotiates); SLDB (approves and executes, per its corporate capacity under the SLDB Act No. 12 of 2008, s. 4(1))	Becomes effective on the same date as FAA
(iii) Sub-grant agreements with CSOs / NGOs / Local Authorities	N/A – contract between SLDB and each CSO/NGO/Local Authority; no external issuing authority	Will be determined upon the completion of sub-grant agreement		SLDB (issues, monitors and renews/extends as needed)	As outlined in Operations Manual
(iv) Land rights for sub-	Ministry of Physical			Sub-grantee or SLDB on its behalf, depending on	verify per sub-project;

Requirement / Approval	Issuing Authority	Date of Issuance	Date of Expiration	Responsible Party (Obtain/Renew)	Description of Standards / Status
projects involving infrastructure	Development, Saint Lucia – or relevant statutory land authority for the specific site			land tenure arrangement – confirm in each sub-grant agreement	flag any sub-projects on Crown land or land subject to competing claims
(v) Building permits	Development Control Authority, Saint Lucia			Sub-grantee (with technical support from SLDB as needed)	confirm building permit required prior to any civil works commencing
(v) Environmental permits	Department of Sustainable Development, Saint Lucia			Sub-grantee, supported by SLDB's environmental/safeguards function	confirm whether an Environmental Impact Assessment is triggered by project category
(v) Protected area permits	Forestry Department / Saint Lucia National Trust / Department of Fisheries (site-dependent)			Sub-grantee, coordinated through SLDB	applicable only to sub-projects located within or affecting a designated protected area
(vi) Import permits for equipment procured by sub-grantees	Saint Lucia Customs and Excise Department			Sub-grantee, utilizing the CCCCC's procurement procedures	confirm duty/VAT exemption status for GCF-funded equipment

5.2.5 Executing Entity - Grenada Investment Development Cooperation (Grenada)

Requirement / Approval	Issuing Authority	Date of Issuance	Date of Expiration	Responsible Party (Obtain/Renew)	Description of Standards / Status
(ii) Execution of the Subsidiary Agreement by the Grant Administrator	N/A – bilateral instrument; no external issuing authority. Executed by authorised signatories of CCCCC and GIDC	Under review by the Parties		CCCCC (prepares/negotiates); GIDC (approves and executes, per its corporate capacity)	Becomes effective on the same date as FAA
(iii) Sub-grant agreements with CSOs / NGOs / Local Authorities	N/A – contract between GIDC and each CSO/NGO/Local Authority; no external issuing authority	Will be determined upon the completion of sub-grant agreement		GIDC (issues, monitors and renews/extends as needed)	As outlined in Operations Manual
(iv) Land rights for sub-projects involving infrastructure	Ministry of Economic Development, Planning, Agriculture and Lands, Forestry, Marine Resources, and Cooperatives			Sub-grantee or GIDC on its behalf, depending on land tenure arrangement – confirm in each sub-grant agreement	Verify per sub-project
(v) Building permits	Planning and Development Authority, Grenada			Sub-grantee (with technical support from GIDC as needed)	confirm building permit required prior to civil works commencing
(v) Environmental permits	Ministry of Climate Resilience, the Environment, and Renewable Energy, Grenada			Sub-grantee, supported by GIDC's environmental/safeguards function	confirm whether an Environmental Impact Assessment is triggered by

Requirement / Approval	Issuing Authority	Date of Issuance	Date of Expiration	Responsible Party (Obtain/Renew)	Description of Standards / Status
					project category
(v) Protected area permits	Ministry of Agriculture, Lands, Forestry, Marine, Resources and Cooperatives, Grenada			Sub-grantee, coordinated through GIDC	applicable only to sub-projects located within or affecting a designated protected area
(vi) Import permits for equipment procured by sub-grantees	Grenada Customs and Excise Division			Sub-grantee utilizing the CCCCC's procurement procedure	confirm duty/VAT exemption status for GCF-funded equipment

5.2.6 Executing Entity - Jamaica Social Investment Fund (Jamaica)

Requirement / Approval	Issuing Authority	Date of Issuance	Date of Expiration	Responsible Party (Obtain/Renew)	Description of Standards / Status
(ii) Execution of the Subsidiary Agreement by the Grant Administrator	N/A – bilateral instrument; no external issuing authority. Executed by authorised signatories of CCCCC and JSIF	Under review by the Parties		CCCCC (prepares/negotiates); JSIF (approves and executes, per its corporate capacity)	Becomes effective on the same date as FAA
(iii) Sub-grant agreements with CSOs / NGOs / Local Authorities	N/A – contract between JSIF and each CSO/NGO/Local Authority (Parish Council); no	Will be determined upon the completion of sub-grant agreement		JSIF (issues, monitors and renews/extends as needed)	As outlined in Operations Manual

Requirement / Approval	Issuing Authority	Date of Issuance	Date of Expiration	Responsible Party (Obtain/Renew)	Description of Standards / Status
	external issuing authority				
(iv) Land rights for sub-projects involving infrastructure	National Environment and Planning Agency (NEPA) Jamaica – or relevant statutory land authority for the specific site			Sub-grantee or JSIF on its behalf, depending on land tenure arrangement – confirm in each sub-grant agreement	verify per sub-project; flag any sub-projects on State land or land subject to competing claims
(v) Building permits	Local Parish Council / Municipal Corporation Building Department, Jamaica			Sub-grantee (with technical support from JSIF as needed)	confirm building permit required prior to any civil works commencing
(v) Environmental permits	National Environment and Planning Agency (NEPA), Jamaica			Sub-grantee, supported by JSIF's environmental/safeguards function	confirm whether an Environmental Impact Assessment / Permit is triggered by project category
(v) Protected area permits	National Environment and Planning Agency (NEPA) / Forestry Department / Fisheries Authority,			Sub-grantee, coordinated through JSIF	applicable only to sub-projects located within or affecting a designated protected area

Requirement / Approval	Issuing Authority	Date of Issuance	Date of Expiration	Responsible Party (Obtain/Renew)	Description of Standards / Status
	Jamaica (site-dependent)				
(vi) Import permits for equipment procured by sub-grantees	Jamaica Customs Agency			Sub-grantee utilizing CCCCC's procurement procedures.	confirm duty/GCT exemption status for GCF-funded equipment

6. Legal Basis for CCCCC's Operation in Host countries (Other than Belize)

Host Country (Grant Administrator)	Legal Basis for CCCCC's Operation	Privileges & Immunities Apply?	Host Country Agreement in Place?	CARICOM-Derived Legal Status Relied Upon?	Implications for Validity / Enforceability of the Subsidiary Agreement
BPAF (The Bahamas)	CCCCC's legal personality and contractual capacity pursuant to the Agreement Establishing the Caribbean Community Climate Change Centre, 2002 (CCCCC Agreement)	No	N/A	Yes	No legal impediment to the validity or enforceability of the Subsidiary Agreement has been identified.
SLDB (Saint Lucia)	Agreement Establishing the Caribbean Community Climate Change Centre, 2002	No	NA	Yes	The CCCCC's operations are founded on the Agreement Establishing the CCCCC as a binding international treaty, supplemented by the Member State's consent and project-specific contractual arrangements. Although privileges and immunities may not be domestically incorporated, the CCCCC's activities are facilitated through established governmental recognition and cooperation.
GIDC [Grenada]	Agreement Establishing the Caribbean	No	No	Yes	Subsidiary Agreements fully enforceable on the basis of CCCCC Agreement, its

Host Country (Grant Administrator)	Legal Basis for CCCCC's Operation	Privileges & Immunities Apply?	Host Country Agreement in Place?	CARICOM-Derived Legal Status Relied Upon?	Implications for Validity / Enforceability of the Subsidiary Agreement
	Community Climate Change Centre, 2002				regional legal mandate and established governmental recognition and cooperation.
JSIF (Jamaica)	Agreement Establishing the Caribbean Community Climate Change Centre, 2002	No	No	Yes	Subsidiary Agreements fully enforceable on the basis of CCCCC Agreement its regional mandate and established governmental recognition and cooperation.

6.1.1 Legal Nature of Sub-Grants and Grant Scheme-Specific Issues, per Jurisdiction

The analysis is based on the general principles of contract law applicable across the participating jurisdictions, rather than on any specific statutory regime governing the recovery of grants. The Subsidiary Agreements and downstream Grant Agreements will contain express provisions governing refunds, recoveries, reflows, and clawback of funds where the applicable conditions are met. As contractual obligations, these provisions would generally be enforceable in accordance with the applicable laws governing contracts in the relevant jurisdiction, subject to the terms of the relevant agreement and any applicable procedural requirements.

The due diligence did not identify any legal impediment under the applicable legal systems that would prevent Grant Administrators from including and enforcing such contractual provisions against grant recipients.

Host Country (Grant Administrator) & Characterisation of sub-grants under local law	Enforceability of reflow and clawback provisions across borders	Whether sub-grants trigger public procurement obligations	Registration requirements for CSOs/NGOs/LAs to receive foreign funds	Capacity of Local Authorities to receive sub-grants from a non- state intermediary	Ownership and retention rules for assets acquired with sub-grant funds
BPAF (The Bahamas) Cascading Contract	Yes - to be managed through subsidiary agreement and downstream grant agreements under the general principles of contract law.	No	Must be registered through the national legal framework specific to the type of organisation before receiving and managing any kind of funds	Yes	Governed by cascading agreements
SLDB (Saint Lucia) Cascading Contract	Yes - to be managed through subsidiary agreement and downstream grant agreements under the general principles of contract law.	No	General Legal registration required for operation. Not specific to source of funding.	Yes	Governed by cascading agreements
GIDC (Grenada) Cascading Contract	Yes - to be managed through subsidiary agreement and downstream grant agreements under the	No	General Legal registration required for operation. Not specific to source of funding.	Yes	Governed by cascading agreements

Host Country (Grant Administrator) & Characterisation of sub-grants under local law	Enforceability of reflow and clawback provisions across borders	Whether sub-grants trigger public procurement obligations	Registration requirements for CSOs/NGOs/LAs to receive foreign funds	Capacity of Local Authorities to receive sub-grants from a non- state intermediary	Ownership and retention rules for assets acquired with sub-grant funds
	general principles of contract law.				
JSIF (Jamaica) Cascading Contract	Yes - to be managed through subsidiary agreement and downstream grant agreements under the general principles of contract law.	No	General Legal registration required for operation. Not specific to source of funding.	Yes	Governed by cascading agreements
BFFSF (Belize) Cascading Contract	Yes - to be managed through subsidiary agreement and downstream grant agreements under the general principles of contract law.	No	Must be registered through the national legal framework specific to the type of organisation before receiving and managing any kind of funds	yes	Governed by cascading agreements