



INFORMATION DISCLOSURE POLICY

Development Bank of Jamaica Limited

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DBJ'S INFORMATION DISCLOSURE POLICY

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Definitions

- **“Applicable Laws & Confidentiality Agreements”** means (1) Any and all non-disclosure and/or confidentiality agreements to which the Bank is a party, and (2) the *Access to Information Act, Data Protection Act, Official Secrets Act, the Charter of Fundamental Rights & Freedoms, the Protected Disclosure Act*, and any other applicable or relevant law, all of the forgoing includes a reference to all subsidiary legislation, all of the foregoing includes their amendments from time to time, hereinafter referred to as “Applicable Laws.”
- **“Bank”** means the Development Bank of Jamaica
- **“Information Disclosure”** refers to the action taken by the entity to disclose to the relevant party certain events, circumstances, information, and materials fully and completely in connection with the transaction hereunder, particularly events, circumstances, information, and materials that are not in the party's best interests¹.
- **“Policy”** means this information disclosure policy.
- **“Public Body”** means any legal person public or private, natural or body corporate, who is exercising a public function.

1 INTRODUCTION & STATEMENT OF INTENT

The Development Bank of Jamaica (“Bank” or “DBJ”) is dedicated to the adherence to an Information Disclosure Policy (“Policy”), with the goal of enhancing transparency and accountability through access to information about its operations.

The Policy provides an overview of the framework within which information about DBJ’s operations can be disclosed.

As a public entity, the DBJ is obliged to act in accordance with the **Applicable Laws as defined herein & Confidentiality Agreements**.

1.1 Objective

The goal of this Information Disclosure Policy is to educate the public about how information about the Bank’s operations may be made available to the public as prescribed by the **Applicable Laws & Confidentiality Agreements**.

1.2 Guiding Principles

- **Transparency and Accountability**

- **Prompt Disclosure**

When events occur that need disclosure, the DBJ will promptly make the necessary disclosures where possible in accordance with **Applicable Laws & Confidentiality Agreements**.

- **Adherence to Applicable Laws, Rules, and Regulations**

The DBJ will adhere to standards primarily established generally by the *Access to Information Act (2004)* and the **Applicable Laws & Confidentiality Agreements**.

1.3 Scope of this Policy

This Policy shall apply to all information in the possession of or controlled by the DBJ.

1.4 Ownership and Maintenance

The Bank shall have all ownership and control rights to this Information Disclosure Policy, including all right, title, and interest therein. The policy shall be revised as frequently as necessary.

2 RIGHT OF ACCESS

1.5 Right of Access

Subject to the **Applicable Laws & Confidentiality Agreements**, every person shall have a right to obtain information from the Bank through the established process as set out herein.

[CLICK ME to go to the ATI Application Portal](#)

The process by which an application may be made is as set out in the Access to Information Act referred to hereafter as the “ATI”¹, and the link to the Application Portal is above.

1.6 Fees

The cost of reproducing any documents containing information in relation to which an application is made, shall be borne by the Applicant.

1.7 Grant of Access

Access to information shall be granted where:

- a. a request for access is submitted in accordance with the ATI Act;
- b. there is no legal basis to exempt the information requested; and
- c. all fees associated with disclosure have been paid.

1.8 Language of Disclosure

The language utilized by the DBJ is the official language of Jamaica, i.e., British English; therefore, unless originating in another language, information disclosed will be in English.

2 EXEMPTIONS OF THIS POLICY

2.1 Exemptions

(A) The Bank is prohibited by the *Access to Information Act* from disclosing information which is exempt by virtue of any of the following:

1. Where the information is prejudicial to the security, defence, or international relations of Jamaica. (14(a))

¹ https://www.ati.gov.jm/sites/default/files/public/the_access_to_information_act.pdf

2. Where the documentation contains information communicated in confidence to the Government of Jamaica (GOJ) by a foreign government or international organization. (14(b))
3. Documents which are Cabinet Submissions/Notes or Decisions.²(15)
4. Where the Documentation contains opinions, advice or recommendations prepared for the Cabinet or are records of deliberations of the Cabinet. (19)
5. Where the documentation relates to law enforcement and where disclosure may result in reasonable likelihood of harm. (16)
6. Where the documentation is subject to legal professional privilege. (17(a))
7. Where disclosure of the information would cause an actionable breach of confidence. (17(b))
8. Where public disclosure at the relevant stage (premature) may reasonably be expected to have a substantial adverse effect on the Jamaican economy or the GOJ's ability to manage the economy. (18)
9. Where disclosure would reveal trade secrets. (20(a)(i))
10. Where disclosure would reveal information of a commercial value which value may be destroyed or diminished. (20(a)(ii))
11. Where disclosure would reveal information concerning the commercial interests of a third party and disclosure may prejudice those interests. (20(b))
12. Where disclosure may cause harm to any part of a natural or historic site or the environment (reasonable likelihood). (21)
13. Where disclosure would amount to the "unreasonable disclosure of information relating to the personal affairs of any person". (22)
14. Documentation subject to Section 23 of the Act which allows the Prime Minister (PM) or responsible Minister to certify that a document is exempt ONLY in relation to 14, 15, 16, 18.
15. Where the documentation is prejudicial to the security, defence, or international relations of Jamaica. (14(a))
16. Where the documentation contains information communicated in confidence to the GOJ by a foreign government or international organization. (14(b))

(B) Any other exemption provided under (or necessarily arising by virtue of) any Applicable Laws & Confidentiality Agreements.

2.2 Policy Effectiveness and Evaluation

This policy shall be evaluated as often as necessary, or on any frequency prescribed by the Applicable Laws & Confidentiality Agreements.

² An extract of a Cabinet Decision may be provided where the information is not deemed confidential.

3 REPORTS

The DBJ must submit reports to the Minister with portfolio responsibility under the Act. The Access to Information (ATI) Unit, in the Ministry of Economic Growth & Job Creation (MEGJC), is the designated body charged with the processing and managing of this requirement on behalf of the Minister.

3.1 Environmental and Social Management Reports.

The following shall be publicly disclosed and reported by the Green Climate Fund and/or other International Development Partners on their websites in respect of projects and programmes, which utilize the *Green Climate Fund (GCF)* and other International Developing Partner funds, where applicable:

With respect to project and programme, funding proposals that have an environmental or social impact, the Accredited Entity (AE) shall disclose and announce to the public and, via the Secretariat, to the Board and Active Observersⁱⁱ:

- a) In the case of Category A projects³, the *Environmental and Social Impact Assessment (ESIA)*⁴ and an *Environmental and Social Management Plan (ESMP)*⁵ at least 120 days in advance of the AE's or GCF's Board decision, whichever is earlier.
- b) In the case of Category I-1⁶ programmes, the *Environmental and Social Management System (ESMS)*⁷ at least 120 days in advance of the AE's or GCF's Board decision, whichever is earlier.
- c) In the case of Category B projects⁸, the *ESIA* and an *Environmental and Social Management Plan (ESMP)* at least 30 days in advance of the AE's or GCF's Board decision, whichever is earlier; and
- d) In the case of Category I-2⁹ programmes, the *ESMS* at least 30 days in advance of the AE's or GCF's Board decision, whichever is earlier.
- e) The reports shall be available in both English and the local language (if not English).

The reports shall be available via electronic links on both the AE's and the GCF's website (in the case of the GCF website, upon submission of a funding proposal to the Board) as well as in locations convenient to affected people. Funding proposals relating to projects and programmes

³ Category A. Activities with potential significant adverse environmental and/or social risks and impacts that, individually or cumulatively, are diverse, irreversible, or unprecedented.

⁴ ESIA – a comprehensive document of a project's potential environmental and social risks and impacts which is developed based on key processes.

⁵ ESMP - a document prepared either as part of an ESIA or as a separate document accompanying the ESIA describing the process of management of the mitigation measures and actions identified in the ESIA study including the associated responsibility, timeline, costs, and monitoring of key environmental and social indicators, described in the ESMP.

⁶ High level of intermediation, or I1, when an intermediary's existing or proposed portfolio includes, or is expected to include, financial exposure to category A activities.

⁷ ESMS – a collection of policies, management processes and procedures that allow analysis, control, and reduction of the environmental and social impacts.

⁸ Category B. Activities with potential limited adverse environmental and/or social risks and impacts that, individually or cumulatively, are few, generally site-specific, largely reversible, and readily addressed through mitigation measures.

⁹ Medium level of intermediation, or I2, when an intermediary's existing or proposed portfolio includes, or is expected to include, financial exposure to category B activities.

that do not have any significant environmental or social impact (i.e. Category C projects¹⁰ or Category I-3¹¹ projects) shall not require any additional advance information disclosure.

¹⁰ *Category C. Activities with minimal or no adverse environmental and/or social risks and/or impacts.*

¹¹ *Low level of intermediation, I3, when an intermediary's existing or proposed portfolio includes financial exposure to category C activities.*

ENDNOTES

ⁱ <https://www.lawinsider.com/dictionary/information-disclosure>

ⁱⁱ <https://www.greenclimate.fund/sites/default/files/document/sustainability-guidance-note-screening-and-categorizing-gcf-financed-activities.pdf>