

**CONFORMED COPY**

**GRANT NUMBER TF090550**

# **Global Environment Facility Grant Agreement**

**(Urban Transport Project)**

**between**

**REPUBLIC OF GHANA**

**and**

**INTERNATIONAL BANK FOR RECONSTRUCTION  
AND DEVELOPMENT**

**(acting as an Implementing Agency of the Global Environment Facility)**

**Dated August 8, 2007**

**GRANT NUMBER TF090550**

**GLOBAL ENVIRONMENT FACILITY  
GRANT AGREEMENT**

AGREEMENT dated August 8, 2007, entered into between the REPUBLIC OF GHANA (“Recipient”) and the INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“World Bank”), acting as an implementing agency of the Global Environment Facility (“GEF”).

The Recipient and the World Bank hereby agree as follows:

**Article I  
Standard Conditions; Definitions**

- 1.01. The Standard Conditions (as defined in the Appendix to this Agreement) constitute an integral part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Standard Conditions or in the Appendix to this Agreement.

**Article II  
The Project**

- 2.01. The Recipient declares its commitment to the objectives of the project described in Schedule 1 to this Agreement (“Project”) and the Program. To this end, the Recipient shall carry out the Project in accordance with the provisions of Article II of the Standard Conditions.
- 2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Recipient and the World Bank shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

**Article III  
The Grant**

- 3.01. The World Bank agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount equal to seven million United States Dollars (\$ 7,000,000) (“Grant”) to assist in financing the Project.
- 3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section IV of Schedule 2 to this Agreement.

**Article IV**  
**Additional Remedies**

- 4.01. The Additional Events of Suspension referred to in Section 4.02 (i) of the Standard Conditions consist of the following:
- (a) A situation has arisen which shall make it improbable that the Program, or a significant part thereof, will be carried out;
  - (b) (i) The AFD Co-financing Agreement has failed to become effective by March 31, 2008, or such later date as the World Bank has established by notice to the Recipient; provided, however, that the provisions of this paragraph shall not apply if the Recipient establishes to the satisfaction of the World Bank that adequate funds for the Project are available from other sources on terms and conditions consistent with its obligations under this Agreement. (ii) Subject to sub-paragraph (iii) of this paragraph: (A) the right to withdraw the proceeds of the AFD Co-financing or the IDA Financing has been suspended, canceled or terminated in whole or in part, pursuant to the terms of respectively, the AFD Co-financing Agreement or the IDA Financing Agreement; or (B) the AFD Co-financing or the IDA Financing has become due and payable prior to its agreed maturity. (iii) Sub-paragraph (ii) of this paragraph shall not apply if the Recipient establishes to the satisfaction of the World Bank that: (A) such suspension, cancellation, termination or pre-maturing was not caused by the failure of the recipient of the AFD Co-financing or the IDA Financing to perform any of its obligations under, respectively, the AFD Co-financing Agreement or the IDA Financing Agreement; and (B) adequate funds for the Project are available from other sources on terms and conditions consistent with the Recipient's obligations under this Agreement.
  - (c) The World Bank has determined after the Effective Date that prior to such date but after the date of this Agreement, an event has occurred which would have entitled the World Bank to suspend the Recipient's right to make withdrawals from the Grant Account if this Agreement had been effective on the date such event occurred.

**Article V**  
**Effectiveness; Termination**

- 5.01. This Agreement shall not become effective until evidence satisfactory to the World Bank has been furnished to the World Bank that the conditions specified below have been satisfied.
- (a) the execution and delivery of this Agreement on behalf of the Recipient have been duly authorized or ratified by all necessary governmental and corporate action.
  - (b) the IDA Financing Agreement has been executed and delivered and all conditions precedent to its effectiveness or to the right of the Recipient to make withdrawals under it (other than the effectiveness of this Agreement) have been fulfilled.
- 5.02. As part of the evidence to be furnished pursuant to Section 5.01 (a), there shall be furnished to the World Bank an opinion or opinions satisfactory to the World Bank of counsel acceptable to the World Bank or, if the World Bank so requests, a certificate satisfactory to the World Bank of a competent official of the Recipient, showing, on behalf of the Recipient, that this Agreement has been duly authorized or ratified by, and executed and delivered on its behalf and is legally binding upon it in accordance with its terms.
- 5.03. Except as the Recipient and the World Bank shall otherwise agree, the Effective Date on which this Agreement shall enter into effect shall be the date upon which the World Bank dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Section 5.01. If, before the Effective Date, any event has occurred which would have entitled the World Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the World Bank may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.
- 5.04. This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date 90 days after the date of this Agreement, unless the World Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The World Bank shall promptly notify the Recipient of such later date.

**Article VI**  
**Recipient's Representative; Addresses**

6.01. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is its Minister responsible for finance.

6.02. The Recipient's Address referred to in Section 7.01 of the Standard Conditions is:

Ministry of Finance and Economic Planning  
P.O. Box MB40  
Accra, Ghana

Cable:	Telex:	Facsimile:
ECONOMICON Accra	2205 MIFAEP GH ,	233-21-667069 233-21-663854

6.03. The World Bank's Address referred to in Section 7.01 of the Standard Conditions is:

International Bank for Reconstruction and Development  
1818 H Street, N.W.  
Washington, D.C. 20433  
United States of America

Cable:	Telex:	Facsimile:
INTBAFRAD Washington, D.C.	248423 (MCI) or 64145 (MCI)	1-202-477-6391

AGREED at Accra, Republic of Ghana, as of the day and year first above written.

**REPUBLIC OF GHANA**

**By /s/ Kwadwo Baah-Wiredu**  
**Authorized Representative**

**INTERNATIONAL BANK FOR  
RECONSTRUCTION AND DEVELOPMENT**

**(acting as an Implementing Agency of the Global  
Environment Facility)**

**By /s/ Mats Karlsson**  
**Authorized Representative**

## SCHEDULE 1

### Project Description

The objective of the Project is to support the Recipient in: (i) improving mobility in the areas of participating MMDAs; and (ii) promoting a shift to more environmentally-sustainable urban transport modes and encouraging lower urban transport-related greenhouse gas emissions along the pilot BRT corridor in Accra.

The Project consists of the following parts:

#### **Part 1. Institutional Development**

- (a) Support to MOT to develop and implement measures for enhancing the overall transport policy, regulation and co-ordination including the formulation of operating and safety standards and investment plans in the urban transport sector.
- (b) (i) Support to MOLGRDE to develop and implement instruments for the regulation of urban transport, and to formulate, and facilitate the implementation of urban transport plans; and (ii) carrying out of activities to build the capacity of staff of MOLGRDE, Accra MMDAs and Kumasi MMDAs in integrated urban and transport development and environmental management.
- (c) Support to Accra MMDAs to develop transport-related databases and plan and deliver urban transport services.
- (d) Support to PAO and CUT to provide advisory services in planning, management and regulation of urban passenger transport to the institutions and operators involved in the implementation of the Project, and carrying out of an institutional design and financing study to prepare the transition of PAO to CUT.
- (e) Support to Kumasi MMDAs to develop transport-related databases and plan and deliver urban transport services.
- (f) Support to passenger transport operators in the Accra MMDAs' areas by developing the operators' capacity to prepare business plans, enter into route service contracts and maintain their fleet.
- (g) Support to DUR by developing its capacity in project management and traffic management.
- (h) Support to the Motor Traffic and Transport Unit of Ghana Police Service by developing its capacity to carry out traffic monitoring and enforcement of traffic regulations.

**Part 2. Traffic Engineering, Management and Safety**

- (a) Carrying out of measures to improve traffic management at selected road intersections in the Accra MMDAs' areas.
- (b) Development of a coordinated traffic signal system and a centralized traffic signals control center in the Accra metropolitan area.
- (c) Carrying out of measures to improve traffic management at selected road intersections in the Kumasi MMDAs' areas.
- (d) Development of a coordinated traffic signal system and a centralized traffic signals control center in the Kumasi metropolitan area.
- (e) Carrying out of public education, information dissemination and training programs for improved traffic management and enforcement of traffic regulations.
- (f) Design and supervision of the various engineering and other measures required for components (a) through (e) of this Part.

**Part 3. Bus Rapid Transit System**

- (a) Provision of BRT infrastructure in Accra, including carrying out of major structural works, development of a BRT trunk route, provision of interchange facilities and implementation of traffic management measures.
- (b) Design of the BRT system and supervision of BRT works.
- (c) Preparation and implementation of a BRT consultation and communication plan.
- (d) Carrying out of measures to operationalize and manage the BRT system.

**Part 4. Integration of Urban Development and Transport Planning**

Support to MOLGRDE to undertake an integrated urban and transport development plan for the Accra MMDAs' areas, including the carrying out of a strategic environmental assessment.

**Part 5. Project Outcome Monitoring**

- (a) Carrying out of periodic studies examining the travel and related social and economic patterns of, and transport constraints faced by, people living in the Accra and Kumasi MMDAs' areas.



- (b) Monitoring of air quality and estimation of the impact on greenhouse gas emissions induced by the modal shift to less energy intensive urban transport modes along the pilot BRT corridor in Accra.
- (c) Carrying out of a management audit to measure the impact of capacity building activities carried out under the Project on the institutions involved in the implementation of the Project.

## SCHEDULE 2

### Project Execution

#### Section I. Implementation Arrangements

##### A. Institutional Arrangements

##### 1. Urban Transport Advisory Committee

- (a) The Recipient shall maintain, at all times during the implementation of the Project, an Urban Transport Advisory Committee with functions, composition and resources satisfactory to the World Bank.
- (b) Without limitation upon the provisions of paragraph 1(a) of this Part A, UTAC shall be chaired by the Minister of MOLGRDE and comprise representatives of the Ministry of Finance and Economic Planning, Ministry of Interior, MOLGRDE, MOT and other public and private sector stakeholders.
- (c) Without limitation upon the provisions of paragraph 1(a) of this Part A, UTAC shall be responsible for, *inter alia*: (i) advising on a common policy and regulatory framework for urban transportation in Ghana, including the target dates for each MMDA to pass related regulatory instruments; (ii) advising MOLGRDE on directives to be issued to MMDAs in implementing urban transport policies and regulations; (iii) providing guidance for the set-up and operationalization of CUT and UPTU's; and (iv) reviewing progress made towards achieving the Project's objectives and making recommendations for the efficient implementation of the Project.

##### 2. Project Advisory Office

- (a) The Recipient shall ensure that the Project Advisory Office is maintained until December 31, 2009 or until the establishment of CUT, whichever is earlier, with functions, staffing and resources satisfactory to the World Bank.
- (b) Without limitation upon the provisions of paragraph 2(a) of this Part A, PAO shall be responsible for, *inter alia*, providing advisory services in planning, management and regulation of urban passenger transport to the institutions and operators involved in the implementation of the Project.
- (c) The Recipient shall transfer the functions of the PAO upon its establishment.

3. **Ministry of Transportation**

- (a) The Recipient shall ensure that the Ministry of Transportation, including its Department of Urban Roads, is maintained at all times during the implementation of the Project with functions, staffing and resources satisfactory to the World Bank.
- (b) Without limitation upon the provisions of paragraph 3(a) of this Part A, MOT shall be responsible for, *inter alia*: (i) implementing Project activities for the development of an urban transport policy framework; (ii) through DUR, the overall coordination, liaison with development partners, procurement, financial management, safeguards management, and monitoring and evaluation of the Project; and (iii) through the National Road Safety Commission and the Driver and Vehicle Licensing Authority, the carrying out of Project activities related to the setting and enforcement of urban passenger transport operating and safety standards, and vehicle and driver standards.

4. **MOLGRDE**

- (a) The Recipient shall ensure that the Ministry of Local Government, Rural Development and Environment is maintained at all times during the implementation of the Project with functions, staffing and resources satisfactory to the World Bank.
- (b) Without limitation to the provisions of paragraph 4(a) of this Part A, MOLGRDE shall be responsible for the implementation of Project activities related to, *inter alia*: (i) the overall regulation of urban passenger transport; (ii) collecting and analyzing environmental indicators for urban transport; (iii) supporting DUR in ensuring implementation of the ESMF, RPF, EMP and RAP; (iv) undertaking the strategic environment assessment under Part 4 of the Project; and (v) ensuring that each MMDA is adequately mandated and resourced to effectively regulate and deliver urban passenger transport services.

5. **Urban Passenger Transport Units**

- (a) The Recipient shall cause each Accra MMDA and each Kumasi MMDA to establish respectively by December 31, 2008 and December 31, 2009, and thereafter maintain, at all times during the implementation of the Project, an UPTU with functions, staffing and resources satisfactory to the World Bank.
- (b) Without limitation upon the provisions of paragraph 5(a) of this Part A, each UPTU shall be responsible for supporting the Accra MMDAs and

Kumasi MMDAs, in *inter alia*: (i) planning and implementing passenger transport networks; (ii) registering all passenger transport vehicles operating in the respective MMDA's area; (iii) issuing operating licenses and service contracts for selected routes; (iv) regulating, monitoring and enforcing route operations; and (v) collecting data on all passenger transport routes in the respective MMDA's area.

**6. Center for Urban Transportation**

- (a) The Recipient shall, under Part 1(d) of the Project, carry out an institutional design and financing study for the establishment of a body (tentatively called Center for Urban Transportation) responsible for taking over PAO's urban transport advisory functions, and shall establish CUT not later than January 1, 2010 with functions, staffing and resources satisfactory to the World Bank.
- (b) The Recipient shall assume the financing of the staff and operating costs of CUT on a graduated scale, starting January 1, 2010, contributing 25% of the staff and operating costs during FY 2010, 50% during FY 2011, 75% during FY 2012, and 100% thereafter.

**B. Project Implementation Manual**

- 1. The Recipient shall adopt a Project Implementation Manual in form and substance satisfactory to the World Bank, containing detailed arrangements and procedures for: (i) institutional coordination and day-to-day execution of the Project; (ii) budgeting, disbursement and financial management; (iii) procurement; (iv) environmental and social safeguard guidelines; (v) monitoring, evaluation, reporting and communication; and (vi) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project.
- 2. The Recipient shall carry out the Project in accordance with the arrangements and procedures set out in the PIM (provided, however, that in case of any conflict between the arrangements and procedures set out in the PIM and the provisions of this Agreement, the provisions of this Agreement shall prevail) and, except as the World Bank shall otherwise agree, shall not amend, abrogate or waive any provision of the PIM, if such amendment, abrogation or waiver shall, in the opinion of the World Bank, materially or adversely affect the implementation of the Project.

**C. Annual Work Plan and Budget**

- 1. The Recipient shall prepare and furnish to the World Bank for its approval, not later than November 30 of each year during the implementation of the Project, an

Annual Work Plan and Budget containing all eligible Project activities and expenditures planned for the following FY, including a specification of the source or sources of financing for each contract for eligible expenditures and the percentage of financing of each contract from each such source.

2. The Recipient shall not make or allow to be made any material change to the approved Annual Work Plan and Budget without prior approval in writing by the World Bank.

**D. Environmental and Social Safeguards**

1. The Recipient shall ensure that the Project is carried out in accordance with the provisions of the ESMF and the RPF and shall, prior to carrying out any construction, rehabilitation and maintenance activities under the Project:
  - (a) prepare, disclose and implement in a manner acceptable to the World Bank, a Resettlement Action Plan in accordance with the RPF; and
  - (b) carry out an environmental impact assessment and prepare, disclose and implement in a manner acceptable to the World Bank, an Environmental Management Plan in accordance with the ESMF.
2. The Recipient shall not amend or waive, or permit to be waived, the ESMF, RPF, RAP or EMP, or any provision thereof, in a manner which, in the opinion of the World Bank, may materially and adversely affect the implementation of the Project.
3. The Recipient shall ensure that: (i) all measures for carrying out of the ESMF, RPF, RAP and EMP are taken in a timely manner; and (ii) the Project Reports referred to in Part A of Section II of this Schedule include adequate information on monitoring the measures defined in the ESMF, RPF, RAP and EMP.

**Section II. Project Monitoring, Reporting and Evaluation**

**A. Project Reports; Completion Report**

1. (a) The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of the indicators set forth below in sub-paragraph (b) of this paragraph. Each Project Report shall cover the period of one calendar year, and shall be furnished to the World Bank not later than two months after the end of the period covered by such report.
- (b) The performance indicators referred to above in sub-paragraph (a) consist of the following:

- (i) reduction in average travel time by bus in the pilot BRT corridor to 40 minutes by the end of the Project;
  - (ii) increase in average travel speed in the pilot BRT corridor to 20 km/hr by the end of the Project;
  - (iii) increase in passenger share of large buses in the pilot BRT corridor to 45% by the end of the Project; and
  - (iii) reduction in green house gases emissions in the BRT corridor by 10% by the end of the Project.
2. On or about the date thirty (30) months after the Effective Date, the Recipient shall undertake in conjunction with the World Bank a comprehensive midterm review of the Project during which it shall exchange views generally on all matters relating to the progress of the Project, and the performance by the Recipient of its obligations under the Financing Agreement and this Agreement.
3. The Recipient shall prepare the Completion Report in accordance with the provisions of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished to the World Bank not later than six months after the Closing Date. In order to assist the Recipient in preparing the Completion Report, the Recipient shall employ consultants whose qualifications, experience and terms of reference are acceptable to the World Bank.

**B. Financial Management, Financial Reports and Audits**

1. The Recipient shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.
2. The Recipient shall ensure that interim unaudited financial reports for the Project are prepared and furnished to the World Bank not later than forty five days after the end of each calendar quarter, covering the quarter, in form and substance satisfactory to the World Bank.
3. The Recipient shall have its Financial Statements for the Project audited in accordance with the provisions of Section 2.07 (b) of the Standard Conditions. Each audit of the Financial Statements shall cover the period of one fiscal year of the Recipient. The audited Financial Statements for each period shall be furnished to the World Bank not later than six months after the end of such period.

### **Section III. Procurement**

#### **A. General**

1. **Procurement and Consultant Guidelines.** All goods, works and services required for the Project and to be financed out of the proceeds of the Grant shall be procured in accordance with the requirements set forth or referred to in:
  - (a) Section I of the Procurement Guidelines in the case of goods and works, and Sections I and IV of the Consultant Guidelines in the case of consultants' services; and
  - (b) the provisions of this Section III, as the same shall be elaborated in the Procurement Plan.
2. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the World Bank of particular contracts, refer to the corresponding method described in the Procurement Guidelines, or Consultant Guidelines, as the case may be.

#### **B. Particular Methods of Procurement of Goods and Works**

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods and works shall be procured under contracts awarded on the basis of International Competitive Bidding.
2. **Other Methods of Procurement of Goods and Works.** The following methods of procurement, other than International Competitive Bidding, may be used for goods and works in the circumstances specified in the Procurement Plan for each such method: (a) Limited International Bidding; (b) National Competitive Bidding; (c) Direct Contracting; and (d) Shopping.

#### **C. Particular Methods of Procurement of Consultants' Services**

1. **Quality- and Cost-based Selection.** Except as otherwise provided in paragraph 2 below, consultants' services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.
2. **Other Methods of Procurement of Consultants' Services.** The following methods of procurement, other than Quality and Cost-based Selection, may be used for consultants' services in the circumstances specified in the Procurement Plan: (a) Quality Based Selection; (b) Selection under a Fixed Budget; (c) Least Cost Selection; (d) Selection based on Consultants' Qualifications; (e) Single-source Selection; (f) Procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines for the Selection of Individual Consultants; and (g) Sole Source Procedures for the Selection of Individual Consultants.

**D. Review by the World Bank of Procurement Decisions**

The Procurement Plan shall set forth those contracts which shall be subject to the World Bank's Prior Review. All other contracts shall be subject to Post Review by the World Bank.

**Section IV. Withdrawal of Grant Proceeds****A. General**

The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of (a) Article III of the Standard Conditions, (b) this Section, and (c) such additional instructions as the World Bank may specify by notice to the Recipient (including the "World Bank Disbursement Guidelines for Projects" dated May 2006, as revised from time to time by the World Bank and as made applicable to this Agreement pursuant to such instructions), to finance 100% (inclusive of Taxes) of Eligible Expenditures consisting of goods, works, consultants' services including audits, and Training.

**B. Withdrawal Conditions; Withdrawal Period**

1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made for:
  - (a) payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed \$200,000 equivalent may be made for payments made for Eligible Expenditures prior to this date but on or after June 1, 2007; and
  - (b) payments made (or to be made) for expenditures for goods, works, consultants' services, training or operating costs for the Project supplied (or to be supplied) under a contract which IBRD, IDA, the Recipient or any other financier shall have financed or agreed to finance under any other loan or grant, as specified in the Annual Work Plan and Budget.
2. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is December 31, 2012.

**Section V. Other Undertakings****A. Appointment of Financial Auditors**

The Recipient shall, not later than six months after the Effective Date, appoint the independent auditors referred to in Section 2.07 (b) of the Standard Conditions.



**B. Procurement Audits**

1. The Recipient shall, not later than six months after the Effective Date, put in place arrangements, satisfactory to the World Bank, including the appointment of independent procurement auditors in accordance with the provisions of Section III of Schedule 2 to this Agreement, with qualifications, experience and terms of reference acceptable to the World Bank, for reviewing the procurement of goods, works and consultants' services financed under the Project, including the reviewing of procurement procedures and processes.
2. The Recipient shall, not later than three months after the end of each FY, or such later date as the World Bank may agree, furnish to the World Bank an audit report on the procurement of goods, works and consultants' services carried out under the Project, prepared by the said independent procurement auditors.

**APPENDIX****Definitions**

1. “Accra MMDA” means the Accra Metropolitan Assembly, the Tema Municipal Assembly, the Ga East District Assembly and the Ga West District Assembly.
2. “AFD Co-financing” means an amount of approximately twenty million Dollars to be provided by *Agence Française de Développement* to assist in financing the Project.
3. “AFD Co-financing Agreement” means the agreement to be entered into between the Recipient and *Agence Française de Développement* providing for the AFD Co-financing.
4. “Annual Work Plan and Budget” means the Annual Work Plan and Budget referred to in Section I.C.1 of Schedule 2 to this Agreement.
5. “BRT” means the bus rapid transit system to be developed under Part 3 of the Project.
6. “Consultant Guidelines” means the “Guidelines: Selection and Employment of Consultants by World Bank Borrowers” published by the Bank in May 2004.
7. “CUT” means the Center for Urban Transportation to be established under the Project and referred to in Section I.A.6 of Schedule 2 to this Agreement.
8. “Displaced Persons” means persons who, on account of the execution of the Project had or would have their: (i) standard of living adversely affected; or (ii) right, title, interest in any house, land (including premises, agricultural and grazing land) or any other fixed or movable asset acquired or possessed, temporarily or permanently; (iii) access to productive assets adversely affected, temporarily or permanently; or (iv) business, occupation, work or place of residence or habitat adversely affected.
9. “DUR” means the Department of Urban Roads of the MOT.
10. “Effective Date” means the date referred to in Section 5.03 of this Agreement.
11. “Environmental Management Plan” or “EMP” means the plan to be prepared by the Recipient in accordance with Section I.D 1(b) of Schedule 2 to this Agreement, defining details of measures to manage potential environmental risks and mitigate, reduce and/or offset adverse environmental impacts associated with the implementation of any construction, rehabilitation and maintenance activities under the Project, together with adequate institutional, monitoring and reporting

arrangements capable of ensuring proper implementation of, and regular feedback on compliance with, its terms.

12. “Environmental and Social Management Framework” or “ESMF” means the framework of the Recipient dated January 2007, as the said framework may be amended and/or supplemented from time to time with the prior concurrence of the World Bank, setting forth the policy framework, principles, standards, processes and institutional arrangements to be applied to assess potential adverse environmental and social impacts associated with road project activities and the ways to avoid, minimize, mitigate or offset them, including public consultation, disclosure and reporting.
13. “FY” means the Recipient’s fiscal year commencing January 1 and ending December 31 of each year.
14. “IDA Financing” means an amount of twenty nine million eight hundred thousand SDR equivalent to be provided to the Recipient by IDA to assist in financing the Project.
15. “IDA Financing Agreement” means the agreement of the date same date as this Agreement between the Recipient and IDA, providing for the IDA Financing.
16. “Kumasi MMDA” means the Kumasi Metropolitan Assembly or the Ejisu Juaben District Assembly; and “Kumasi MMDAs” means, collectively, both of these assemblies.
17. “MMDA” means any metropolitan, municipal or district assembly established and operating in the territory of the Recipient under the laws of the Recipient; and “MMDAs” means, collectively, each such assembly.
18. “MOLGRDE” means the Recipient’s Ministry of Local Government, Rural Development and Environment.
19. “MOT” means the Recipient’s Ministry of Transportation.
20. “PAO” means the Project Advisory Office referred to in Section I.A.2 of Schedule 2 to this Agreement.
21. “Procurement Guidelines” means the “Guidelines: Procurement under IBRD Loans and IDA Credits” published by the Bank in May 2004.
22. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated April 23, 2007 and referred to in paragraph 1.16 of the Procurement Guidelines and paragraph 1.24 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.

23. “Program” means the program set out in the letter from the Recipient to the Association dated April 18, 2007 (Ref. WBU/GUTP/Vol. 1), describing a set of objectives, policies and actions for the development of the Recipient’s urban transport sector, and declaring the Recipient’s commitment to the execution of the Program.
24. “PIM” means the Recipient’s Project Implementation Manual referred to in Section I.B of Schedule 2 to this Agreement.
25. “Resettlement Action Plan” or “RAP” means the resettlement action plan to be prepared by the Recipient in accordance with Section I.D 1(a) of Schedule 2 to this Agreement, containing, inter alia, a program of actions, measures and policies for compensation and resettlement of Displaced Persons, including the magnitude of displacement, compensation and resettlement arrangements, budget and cost estimates, and sources of funding, together with adequate institutional, monitoring and reporting arrangements capable of ensuring proper implementation of, and regular feedback on compliance with its terms.
26. “Resettlement Policy Framework” or “RPF” means the framework of the Recipient dated January 2007, as the said framework may be amended and/or supplemented from time to time with the prior concurrence of the World Bank, setting forth resettlement procedures, institutional arrangements, eligibility criteria entitlements and compensation, including valuation procedures, budget, public consultation and participation, monitoring and evaluation and disclosure.
27. “Standard Conditions” means the “Standard Conditions for Grants Made by the World Bank Out of Various Funds”, dated July 20, 2006.
28. “Training” means the costs associated with the training of personnel involved in Project supported activities including travel and subsistence costs for training participants, costs associated with securing the services of trainers, rental of training facilities, preparation and reproduction of training materials, and other costs directly related to course preparation and implementation.
29. “UPTU” means the Urban Passenger Transport Unit referred to in Section I.A.5 of Schedule 2 to this Agreement.
30. “UTAC” means the Urban Transport Advisory Committee referred to in Section I.A.1 of Schedule 2 to this Agreement.