

05-Jun-2024
_____, 2024

Mr. Isaac Kwadwo Gyamfi
Acting Country Representative
Solidaridad West Africa
Block 14, Nii Sai Road, East Legon, Accra
PMB KD 11, Kanda,
Accra, Ghana

Re: Grant No.TF0C5094
EnABLE Ghana Country Project Supporting Social Inclusion in FCPF
Emission Reductions Program
Letter Agreement

Dear Sir/Madam:

In response to the request for financial assistance made on behalf of Solidaridad West Africa (“Recipient”), I am pleased to inform you that the International Development Association (“Bank”), acting as administrator of the Enhancing Access to Benefits while Lowering Emissions Trust Fund (“EnABLE”), proposes to extend to the Recipient for the benefit of the Republic of Ghana (“Member Country”), a grant in an amount not to exceed four million United States Dollars (USD 4,000,000) (“Grant”) on the terms and conditions set forth or referred to in this letter agreement (“Agreement”), which includes the attached Annex, to assist in the financing of the project described in the Annex (“Project”).

This Grant is funded out of the abovementioned trust fund for which the Bank receives periodic contributions from the donors to the trust fund. In accordance with Section 3.02 of the Standard Conditions (as defined in the Annex to this Agreement), the Bank’s payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the donors under the abovementioned trust fund, and the Recipient’s right to withdraw the Grant proceeds is subject to the availability of such funds.

The Recipient represents, by confirming its agreement below, that it is authorized to enter into this Agreement and to carry out the Project in accordance with the terms and conditions set forth or referred to in this Agreement.

Please confirm the Recipient’s agreement to the foregoing by having an authorized official of the Recipient sign and date this Agreement, and returning one duly executed copy to the Bank.

Very truly yours,
INTERNATIONAL DEVELOPMENT ASSOCIATION

By  _____

Robert R. Taliercio
Country Director for Ghana, Liberia, and Sierra Leone
Western and Central Africa Region

AGREED:
SOLIDARIDAD WEST AFRICA

By Mr. Isaac Kwadwo Gyamfi
Authorized Representative

Name Mr. Isaac Kwadwo Gyamfi

Title Regional Director, West Africa

Date 06-Jun-2024

Enclosures:

- (1) “International Bank for Reconstruction and Development and International Development Association Standard Conditions for Grant Financing Made by the Bank out of Trust Funds” dated February 25, 2019
- (2) Disbursement and Financial Information Letter of the same date as this Agreement, together with the “Disbursement Guidelines for Investment Project Financing”, dated February 2017

**EnABLE Grant No. TF0C5094
ANNEX**

**Article I
Standard Conditions; Definitions**

- 1.01. **Standard Conditions.** The Standard Conditions (as defined in Section 1.02 below) constitute an integral part of this Agreement.
- 1.02. **Definitions.** Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Standard Conditions or in this Section:
- (a) “Annual Work Plan and Budget” or “AWPB” means the annual work plan and budget approved by the Bank and adopted by the Recipient in accordance with the provisions of Section 2.03(d) of this Agreement.
 - (b) “Anti-Corruption Guidelines” means, for purposes of paragraph 2 of the Appendix to the Standard Conditions, the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006, and revised in January, 2011, and as of July 1, 2016.
 - (c) “Beneficiary” means an eligible beneficiary of a Seed Grant, and the term “Beneficiaries” mean, collectively, two or more such eligible beneficiaries.
 - (d) “BSP” means the benefit sharing plan of the Ghana Emissions Reductions Program dated March 2020.
 - (e) “Category” means a category set forth in the table in Section 3.01 of this Agreement.
 - (f) “Civil Society Organization” or “CSO” means a legal entity that falls outside the public or for-profit sector, such as nongovernment organizations, not-for-profit media organizations, charitable organizations, faith-based organizations, professional organizations, labor unions, associations of elected local representatives, foundations, and policy development and research institutes; and “CSOs” means, collectively and indistinctively, more than one such CSO.
 - (g) “Effective Date” means the later of the two dates on which the Recipient and the Bank signed this Agreement.
 - (h) “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated [*insert date of negotiations*], as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Recipient shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.

- (i) “Environmental and Social Standards” or “ESSs” means, collectively:
 - (i) “Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts”;
 - (ii) “Environmental and Social Standard 2: Labor and Working Conditions”;
 - (iii) “Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management”;
 - (iv) “Environmental and Social Standard 4: Community Health and Safety”;
 - (v) “Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement”;
 - (vi) “Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources”;
 - (vii) “Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan African Historically Underserved Traditional Local Communities”;
 - (viii) “Environmental and Social Standard 8: Cultural Heritage”;
 - (ix) “Environmental and Social Standard 9: Financial Intermediaries”;
 - (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”;effective on October 1, 2018, as published by the Bank.
- (j) “Ghana Emission Reductions Program” or “GERP” means Ghana Cocoa-Forest REDD+ Programme (GCFRP-P160339).
- (k) “HIA” means the hotspot intervention areas in the territory of the Member Country for the purposes of implementing the Ghana Emission Reductions Program.
- (l) “Land Act of Ghana 2020 (Act 1036)” means the Member Country’s Act to revise, harmonise and consolidate the laws on land to ensure sustainable land administration and management, effective and efficient land tenure and to provide for related matters, passed by its Parliament and assented to by its President on December 23, 2020.
- (m) “NRWG” means the National REDD+ Working Group, a multi-stakeholder platform hosted by the Member Country’s Ministry of Lands and Natural Resources, responsible for providing advice and guidance on all aspects of REDD+ (as hereinafter defined).
- (n) “Operating Costs” means the reasonable expenditures, as shall have been approved by the Bank, incurred by the Recipient and the Partner CSO to finance their incremental expenses incurred on account of Project implementation, and which include, *inter alia*, vehicle operation and maintenance, communication and insurance costs, banking charges, rental expenses, office and its equipment maintenance (but excluding any minor works), utilities, document duplication/printing, consumables, travel cost and *per diem* for Project staff for travel linked to the implementation of the Project, and salaries of contractual staff for the Project (but excluding consulting services), and any other reasonable expenditures as may be agreed upon by the Bank.
- (o) “Partner CSO Agreement” means the agreement to be entered into between the Recipient and the Partner CSO, pursuant to the provisions of Section 2.03(a) of this Agreement, satisfactory to the Bank, as such agreement may be amended from time to time.

- (p) “Partner CSO” means Tropenbos Ghana, a partner CSO to collaborate and implement the Project activities with the Recipient, in accordance with the provision of Section 2.03(a) of this Agreement based on approved annual works plans and budget, as set out in 2.03(d) of this Agreement.
- (q) “Procurement Regulations” means, for purposes of paragraph 20 of the Appendix to the Standard Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated September 2023.
- (r) “Project Implementation Manual” or “PIM” means the manual to be prepared, approved and adopted by the Recipient in accordance with Section 2.03(b) to this Agreement.
- (s) “REDD+” means reducing emissions from deforestation and forest degradation.
- (t) “Seed Grant Proposal” means a proposal submitted by a Beneficiary to apply for a Seed Grant under Part 2.2 of the Project.
- (u) “Seed Grant” means a Seed Grant for women led or women dominated groups climate-resilient alternative livelihood activities to be implemented by a Beneficiary under Part 2.2 of the Project.
- (v) “Standard Conditions” means the “International Bank for Reconstruction and Development and International Development Association Standard Conditions for Grant Financing Made by the Bank out of Trust Funds”, dated February 25, 2019.
- (w) “Training” means the expenditures incurred by the Recipient to conduct training, including tuition, travel and subsistence costs for training and workshop participants, costs associated with securing the services of trainers and workshop speakers, rental of training and workshop facilities, preparation and reproduction of training and workshop materials, and other costs directly related to training course and workshop preparation and implementation (but excluding goods and consulting services);
- (x) “Tropenbos Ghana” means a Civil Society Organization with legal personality duly registered in the public registry of civil associations of the Member Country.

Article II

Project Execution

2.01. ***Project Objectives and Description.*** The objective of the Project is to enhance the inclusion of target beneficiaries in accessing carbon and non-carbon benefits from the Ghana Emission Reductions Program and the Benefit Sharing Plan. The Project consists of the following parts:

- (a) **Part 1: Capacity Building to engage in ERP and benefit sharing.** Carrying out capacity building and awareness raising activities in local communities targeting EnABLE beneficiaries and other stakeholders to enhance knowledge and understanding on social inclusion in the GERP and benefits sharing processes,

creating enabling conditions for women's representation and participation in decision making structures in GERP and BSP governance structures at all levels.

- (i) *Part 1.1: Awareness creation, information sharing and capacity strengthening in GERP and BSP:* development and implementation of capacity building plans and awareness raising strategies through:
 - (A) carrying out an assessment of the residual communication gaps on the GERP and BSP processes and development of communication toolkits targeting diverse stakeholders including EnABLE beneficiaries, traditional authorities and other community actors to deepen engagement on social inclusion principles in GERP and benefits distribution, requirements for eligibility, grievance redress and accountability mechanisms;
 - (B) conducting capacity needs assessment and development of mechanism for the delivery structured capacity building programs to EnABLE project beneficiaries to build knowledge on the GERP approach, benefit sharing, and capacity support to enhance delivery of their mandate in HIA governance structures and decision making on distribution and use of carbon payments;
 - (C) facilitating advocacy processes to build the voice and leadership skills of EnABLE beneficiaries and affirmative action for women representation in the HIA governance structures and delivery of their mandate to champion their needs and interest;
 - (D) identifying and documenting local and traditional knowledge on social inclusion to create the enabling conditions EnABLE target beneficiaries to participate in HIA leadership structures and decision making on community interventions to be financed through carbon fund allocation in the HIAs; development of infographics and audio-visuals for awareness raising; and
 - (E) development of digital platform for monitoring carbon distribution and target beneficiaries' participation in decision making on community interventions to be supported under emission reduction payment, including training.
- (ii) *Part 1.2: Strengthen the National REDD+ Working Group (NRWG) and other multi-stakeholder platforms to enhance coordination and inclusive dialogue on climate change and REDD+*
 - (A) conducting needs assessment of the NRWG and sub-working groups to identify gaps and opportunities to strengthen the platform's mandate on dialogue, knowledge exchange and policy socially inclusive REDD+ and benefit sharing processes;
 - (B) providing technical assistance to support selected farmer-based organizations to meet the prescribed threshold on women's representation on the governance structures, with emphasis on

enhancing the capacity of women to actively participate in decision making processes;

- (C) identifying specific needs of last mile communities and farmer groups platforms or individuals who are already participating or have potential to participate in the GERP and BSP to enhance their participation in the HIA; and
 - (D) providing a platform for networking and knowledge exchange for peer-to-peer learning and collaborative actions.
- (iii) *Part 1.3: Awareness creation on women's land rights to enhance land tenure security*
- (A) delivering legal literacy programs to women and other groups with a focus on the gender provisions in the new Land Act of Ghana 2020 (Act 1036); and
 - (B) developing a checklist for land documentation and registration to empower women, migrant farmers, and other beneficiaries to document their land rights and customary rules which governs the relationship between a farmer and landowner.
- (b) **Part 2. Support to Promote Locally Led Climate-Actions and Alternative Livelihoods for Women.** Provision of support to locally led climate-resilient alternative agricultural practices by women to reduce the pressure on forests and contribute to lower emissions in the area, and to provide seed grants to empower women to engage in climate-resilient alternative livelihood to generate additional income.
- (i) *Part 2.1. Enhancing Women's Access to Productive Resources and Value Chains*
- (A) providing technical assistance to support women to engage in alternative livelihood opportunities in value chains related to cocoa and other commodities produced in the emission reduction area;
 - (B) providing technical assistance to train beneficiaries on entrepreneurship, financial management/ bookkeeping, business plan and proposal development for women businesses to mobilize financing and matching grants to sustain their investment to reduce pressure on the forest;
 - (C) promoting gender-equitable agroforestry business development models that contribute to lower emissions;
 - (D) identifying and strengthening market linkages for women farmers, farmer organizations and cooperatives;

- (E) developing digital tools to support women to access market information and networks for better prices; and
 - (F) establishing value chain coordination and dialogue with the private sector to provide regular extension services to target beneficiaries to reduce deforestation, increase yields on existing farms, and reduce the need to expand into forested areas.
- (ii) *Part 2.2. Seed Grant Provision*
- (A) provision of support in the form of seed grants (“Seed Grant”) to Beneficiaries engaged in climate-resilient alternative livelihood activities initiated by women groups, women-dominated groups, or youth groups;
 - (B) provision of technical assistance to Beneficiaries to obtain legal registration of their organizations, meet qualification criteria to submit proposal to the HIA Management Boards to access carbon benefits, increase opportunities for growth, and access to external credit; and
 - (C) providing technical assistance to build capacity on environmental and social risks management, and to develop business plans for productive initiatives.
- (c) **Part 3: Project Management, Monitoring and Evaluation and Knowledge Dissemination**
- (i) Carrying out of the day-to-day implementation, coordination, and management of Project activities including planning and execution, financial management, procurement, internal and external audits, and environmental and social safeguards management.
 - (ii) Establishing and implementing an effective monitoring and evaluation framework to monitor implementation progress, results framework, and impact evaluation of the Project; and sharing knowledge and lessons learned with landscape actors, and EnABLE teams in other countries.

2.02. ***Project Execution Generally.*** The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall carry out the Project in collaboration with Tropenbos Ghana in accordance with the provisions of: (a) Article II of the Standard Conditions; (b) the Anti-Corruption Guidelines; and (c) this Article II.

2.03. ***Institutional and Other Arrangements.***

- (a) *Institutional Arrangements.*
 - (i) The Recipient shall maintain, throughout the Project implementation, staff in adequate numbers under terms of reference acceptable to the Bank and with qualifications and experience acceptable to the Bank to be responsible for the day-to-day implementation of the Project and all

fiduciary aspects, including overall financial management, procurement, monitoring and evaluation and disbursement related to the Project.

- (ii) The Recipient shall, within forty-five (45) days of the Effective Date of this Agreement, enter into an agreement with the Partner CSO, under terms and conditions acceptable to the Bank setting forth, *inter alia*: (i) the respective roles and responsibilities of the Partner CSO under the Project, including the obligations of the Partner CSO to carry out the technical implementation of its respective activities under the Project as detailed in the Annual Work Plans and Budget with due diligence and efficiency; (ii) the conditions for the Recipient's financing, out of the Grant proceeds for the discharge of its roles and responsibilities under the Project; (iii) the Bank's and the Recipient's right to require audits of the Partner CSO records and accounts; and (v) the Recipient's right to suspend, terminate or seek refund of financing upon the failure of the Partner CSO to comply with its roles and obligations under the Partner CSO Agreement and as detailed in the Project Implementation Manual.
 - (iii) The Recipient shall exercise its rights and carry out its obligations under the Partner CSO Agreement in such manner as to protect the interests of the Bank and the Recipient and to accomplish the purposes of the Grant and, unless the Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate, terminate, waive or fail to enforce the Partner CSO Agreement or any of the provisions thereof.
- (b) *Project Implementation Manual.*
- (i) The Recipient shall, not later than three (3) months after the Effective Date of the Project, prepare and thereafter adopt a Project Implementation Manual, satisfactory to the Bank, containing detailed arrangements and procedures for institutional coordination and Project implementation, the roles and responsibilities of all involved stakeholders, Project budgeting, accounting and disbursement, financial management, procurement, safeguards, monitoring and evaluation, reporting and communication and any other administrative, financial, technical and organizational arrangements and procedures, and detailed policies and procedures, including eligibility and selection criteria for Seed Grants. The Recipient shall ensure that the Project is carried out in accordance with the Project Implementation Manual; provided, however, that in case of any conflict between the provisions of the Project Implementation Manual, on the one hand, and those of this Agreement, on the other, the provisions of this Agreement shall prevail.
 - (ii) Except as the Bank shall otherwise agree, the Recipient shall not amend, abrogate, or waive any provision of the Project Implementation Manual if, in the opinion of the Bank such amendment, abrogation or waiver may materially and adversely affect the implementation of the Project.

(c) *Seed Grants under Part 2.2 of the Project*

- (i) No proposed Beneficiary shall be eligible to receive a Seed Grant for climate-resilient alternative livelihood activities, unless the Recipient shall have determined, on the basis of an appraisal conducted in accordance with guidelines acceptable to the Bank, and elaborated in the PIM, that the Beneficiary satisfies the requirement set forth in the PIM and, said Beneficiary has submitted a Seed Grant Proposal.
- (ii) The Recipient shall monitor and evaluate, under terms of reference, satisfactory to the Association, the implementation of the Seed Grant Proposals under Seed Grants, and ensure that payments made under the Seed Grants are made to eligible Beneficiaries exclusively for small-scale income generating activities for the purpose of the approved Seed Grant Proposals.

(d) *Annual Work Plan and Budget*

- (i) The Recipient shall ensure that the Bank is furnished, not later than one (1) month before the beginning of each Fiscal Year during the implementation of the Project (or such later date as the Bank may agree) for the Bank's no-objection, a consolidated Annual Work Plan and Budget ("AWPB") containing all Project activities and Eligible Expenditures proposed to be included in the Project in the following Fiscal Year, and a proposed financing plan for expenditures required for such activities, setting forth the proposed sources of financing.
- (ii) The Recipient shall ensure that the Project is implemented in accordance with the AWPB as agreed with the Bank (provided, however, that in the event of any conflict between the AWPB and the provisions of this Agreement, the provisions of this Agreement shall prevail) and shall provide, promptly as needed, its share of the Project financing as specified in the AWPB.
- (iii) The Recipient shall not make or allow to be made any change to the AWPB without prior no-objection in writing by the Bank.

2.04. **Environmental and Social Standards.**

- (a) The Recipient shall, and shall cause the Partner CSO to, ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Bank.
- (b) Without limitation upon paragraph (a) above, the Recipient shall, and shall cause the Partner CSO to ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan ("ESCP"), in a manner acceptable to the Bank. To this end, the Recipient shall, and shall cause the Partner CSO to ensure that:
 - (i) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, and provided in the ESCP;

- (ii) sufficient funds are available to cover the costs of implementing the ESCP;
 - (iii) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
 - (iv) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Bank shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
- (c) In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
- (d) The Recipient shall, and shall cause the Partner CSO to ensure that:
- (i) all measures necessary are taken to collect, compile, and furnish to the Bank through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Bank, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Bank, setting out, inter alia: (A) the status of implementation of the ESCP; (B) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (C) corrective and preventive measures taken or required to be taken to address such conditions; and
 - (ii) the Bank is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
- (a) The Recipient shall, and shall cause the Partner CSO to establish, publicize, maintain and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Bank.

2.05. ***Project Monitoring, Reporting and Evaluation.*** The Recipient shall ensure that each Project Report is furnished to the Bank not later than one month after each calendar semester, covering the calendar semester.

**Article III
Withdrawal of Grant Proceeds**

3.01. **Eligible Expenditures.** The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) Article III of the Standard Conditions; and (b) this Section; to finance Eligible Expenditures in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table.

Category	Amount of the Grant Allocated (expressed in USD)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, non-consulting services, consulting services, Operating Costs and Training under Parts 1 and 2 of the Project.	2,500,000	100%
(2) Seed Grant transfers under Part 2.2 of the Project	1,000,000	100% of the amounts disbursed
(3) Project Management under Part 3 of the Project	500,000	100%
TOTAL AMOUNT	4,000,000	

3.02. **Withdrawal Conditions.** Notwithstanding the provisions of Section 3.01 of this Agreement, no withdrawal shall be made for payments made prior to the date of this Agreement.

3.03. **Withdrawal Period.** The Closing Date is June 30, 2027.

**Article IV
Recipient’s Representative; Addresses**

4.01. **Recipient’s Representative.** The Recipient’s Representative referred to in Section 7.02 of the Standard Conditions is its Country Representative.

4.02. **Recipient's Address.** For purposes of Section 7.01 of the Standard Conditions:

- (a) the Recipient's Address is:

Block 14, Nii Sai Road, East Legon, Accra
PMB KD 11, Kanda
Accra, Ghana; and

- (b) the Recipient's Electronic Address is:

Telephone:	E-mail:
233-054 432 3960	ghana@solidaridadnetwork.org <u>or</u> Isaac.gyamfi@ solidaridadnetwork.org

4.03. **Bank's Address.** For purposes of Section 7.01 of the Standard Conditions:

- (a) the Bank's address is:

International Development Association
1818 H Street, N.W.
Washington, D.C. 20433
United States of America; and

- (b) the Bank's Electronic Address is:

Telex:	Facsimile:
248423 (MCI) or 64145 (MCI)	1-202-477-6391