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CREDIT NUMBER 73350-GH

# Financing Agreement

(Additional Financing for the First Phase of the  
Greater Accra Resilient and Integrated Development Project)

between

REPUBLIC OF GHANA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

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**CREDIT NUMBER 73350-GH**

**FINANCING AGREEMENT**

AGREEMENT dated as of the Signature Date between REPUBLIC OF GHANA (“Recipient”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”) for the purpose of providing additional financing for the Original Project (as defined in the Appendix to this Agreement). The Recipient and the Association hereby agree as follows:

**ARTICLE I — GENERAL CONDITIONS; DEFINITIONS**

- 1.01. The General Conditions (as defined in the Appendix to this Agreement) apply to and form 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 General Conditions or in the Appendix to this Agreement.

**ARTICLE II — FINANCING**

- 2.01. The Association agrees to extend to the Recipient a credit, which is deemed as Concessional Financing for purposes of the General Conditions, in the amount of one hundred and fifty million Dollars (\$150,000,000) (variously, “Credit” and “Financing”), to assist in financing the project described in Schedule 1 to this Agreement (“Project”).
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.
- 2.04. The Service Charge is the greater of: (a) the sum of three-fourths of one percent (3/4 of 1%) per annum plus the Basis Adjustment to the Service Charge; and (b) three-fourths of one percent (3/4 of 1%) per annum; on the Withdrawn Credit Balance.
- 2.05. The Interest Charge is the greater of: (a) the sum of one and a quarter percent (1.25%) per annum plus the Basis Adjustment to the Interest Charge; and (b) zero percent (0%) per annum; on the Withdrawn Credit Balance.
- 2.06. The Payment Dates are April 15 and October 15 in each year.
- 2.07. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.
- 2.08. The Payment Currency is Dollar.

**ARTICLE III — PROJECT**

- 3.01. The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall carry out the Project in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

**ARTICLE IV — EFFECTIVENESS; TERMINATION**

- 4.01. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.
- 4.02. For purposes of Section 10.05 (b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the Signature Date.

**ARTICLE V — REPRESENTATIVE; ADDRESSES**

- 5.01. The Recipient's Representative is its minister responsible for finance.
- 5.02. For purposes of Section 11.01 of the General Conditions:

- (a) the Recipient's address is:

Ministry of Finance  
P.O. Box MB40  
Accra, Ghana

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

Facsimile:                      Email:  
233-30-2667069                [chiefdirector@mofep.gov.gh](mailto:chiefdirector@mofep.gov.gh)

- 5.03. For purposes of Section 11.01 of the General Conditions:

- (a) The Association's address is:

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

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

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

AGREED as of the Signature Date:

**REPUBLIC OF GHANA**

By:



\_\_\_\_\_  
Authorized Representative

Dr. Mohammed Amin Adam

Name: \_\_\_\_\_

Title: \_\_\_\_\_ Minister

Date: \_\_\_\_\_ 09-Jun-2024

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

By:



\_\_\_\_\_  
Authorized Representative

Robert R. Taliencio

Name: \_\_\_\_\_

Title: \_\_\_\_\_ Country Director

Date: \_\_\_\_\_ 06-Jun-2024

## **SCHEDULE 1**

### **Project Description**

The objective of the Project is to improve flood risk management and solid waste management in the Odaw River Basin of the Greater Accra Region and improve access to basic infrastructure and services in the targeted communities within the Odaw River Basin, and to provide immediate and effective response to an Eligible Crisis or Emergency.

The Project consists of the following parts:

#### **Part 1: Climate Resilient Drainage and Flood Mitigation Measures**

##### **1.1. Structural measures to mitigate flood impacts in the Odaw River Basin**

- (a) Carrying out of deferred and periodic maintenance dredging works in drainage channels of the Odaw Basin.
- (b) (i) Construction and maintenance of sand traps on tributaries to the Odaw River; (ii) Repairing of collapsed channel linings and drainage channels; (iii) Reengineering and reconfiguration of the channel exit of the Odaw River to the sea; (iv) Reconstruction of bridges; and (v) Rehabilitation of a weir in Korle Lagoon.
- (c) Engineering design and construction of flood detention basins and micro-retention ponds in the Odaw River Basin.

##### **1.2. Non-structural measures to improve flood warning and preparedness**

- (a) Scaling up and modernization of the existing flood forecasting, warning and emergency response system for the Greater Accra Region.
- (b) Provision of technical assistance to Recipient's agencies involved in hydro-met and early warning value chains to enhance community awareness and preparedness.

#### **Part 2: Solid Waste Management Capacity Improvements**

##### **2.1. Community-based solid waste management interventions and community campaign**

- (a) (i) Carrying out of a litter management strategy to identify and adopt measures to solid waste flowing into the channel exit of the Odaw River to the sea; and (ii) Undertaking of a characterization of solid waste.
- (b) Engagement of low-income or informal communities of the Odaw Basin to improve solid waste management, including: (i) provision of cleaning equipment, physical barriers, waste collection bins and dumping waste signs to prevent peoples from dumping water into the channel exit of the Odaw River; (ii) carrying out of community cleanup campaigns, community mobilization and awareness raising campaigns; and (iii) development and implementation of a results-based incentive program to improve waste collection and solid waste reduction.

2.2. Waste transfer stations, materials recovery facility and center of excellence for solid waste management

- (a) Development of solid waste transfer stations.
- (b) Carrying out of assessments and adoption of cost recovery mechanisms to ensure operation, maintenance and financial sustainability of solid waste transfer stations.
- (c) Development of a center of excellence for supporting research and innovations in material recovery, reuse and recycling of solid waste.

2.3. Capping of old dump sites

Closing of old waste dump sites within the Odaw River Basin, including: (a) capping of dumpsite at Abloragyei in the Ga East Municipal and other selected sites; and (b) development of post-closure management plan and associated operation and maintenance approach to prevent any further dumping.

2.4. Extending final disposal capacity for the Greater Accra Region

Extension of final solid waste disposal capacity to accommodate waste from solid waste transfer stations, including: (a) construction of a new engineered landfill at Ayidan; (b) improvement of associated operation and maintenance systems; and (c) carrying out of associated preliminary designs and environmental and social impacts studies of selected sites.

**Part 3: Participatory Upgrading of Targeted Flood Prone Low-Income Communities and Local Government Support**

3.1. Participatory community upgrading

Upgrading selected primary, secondary and tertiary infrastructure and service improvements following a participatory approach, including: (a) construction or rehabilitation of drains, access roads, pedestrian paths, community sanitation facilities, street lighting and water supply system; (b) construction of interceptor sewer and stormwater overflows, small wastewater treatment facility; and (c) provision of micro-retention ponds and public open space excavation and landscaping.

3.2. Community engagement and technical advisory services

Provision of technical assistance to: (a) carry out community engagement activities; and community-surveying, mapping, planning and engineering design and supervision of activities under Part 3.1 of the Project; and (b) prepare associated safeguard instruments for Part 3.1 of the Project.

3.3. Metropolitan governance and operation and maintenance improvement

- (a) Provision of technical assistance to: (i) support the process towards the establishment and institutionalization of inter-jurisdictional coordination; (ii) development of a joint Odaw River Basin development and management plan; and (iii) assessment and capacity development of operation and maintenance system of drainage infrastructure at local level in coordination with relevant ministries and departments.

- (b) Establishment of a local capacity support grant mechanism aimed to provide Grants to finance the technical needs of local governments identified under Part 3.3(a)(iii) to improve, *inter alia*, performance in operation and maintenance.

**Part 4: Project Management**

Providing support for Project coordination, management, and monitoring and evaluation including Operating costs, Training and technical assistance to support Project management and implementation activities carried out by the Implementing Agencies and carry out preparatory studies for future phases of the Project.

**Part 5: Contingency Emergency Response Part**

Providing immediate response to an Eligible Crisis or Emergency, as needed.

**Part 6: Resettlement Compensation**

Provision of Resettlement Compensation associated with implementing the Project.

## SCHEDULE 2

### Project Execution

#### Section I. Implementation Arrangements

##### A. Institutional Arrangements

1. **Inter-ministerial Project Oversight Committee.** The Recipient shall maintain, throughout the period of implementation of the Project, an inter-ministerial Project oversight committee with a mandate, composition and resources satisfactory to the Association. Without limitation on the foregoing, said committee shall be chaired by a representative of MWH and co-chaired by a representative of MOF and comprise relevant representatives from the ministries, agencies involved in the Project, Implementing Agencies and MMDAs, and shall meet at least twice a year or more often, if required, for the purposes of, *inter alia*: (a) reviewing the overall progress of the Project; and (b) providing strategic and policy direction on all Project activities.
2. **Project Technical Committee.** The Recipient shall maintain, throughout the period of implementation of the Project, a Project technical committee with a mandate, composition and resources satisfactory to the Association. Without limitation on the foregoing, said committee shall be chaired by a representative from MWH and comprise relevant representatives from the Implementing Agencies, and shall meet at least quarterly every year or more often, if required, for the purposes of, *inter alia*: (a) providing technical direction and advice on the implementation of Project activities; and (b) ensuring a multi-sectoral participation in key Project decision-making matters.
3. **Project Coordination Unit**
  - (a) The Recipient, through MWH, shall maintain, throughout the period of implementation of the Project, a Project coordination unit, with functions and resources satisfactory to the Association, and with staff in adequate numbers and with qualifications, experience and terms of reference satisfactory to the Association, which shall be responsible for, *inter alia*: (i) managing the day-to-day implementation of Project activities; and (ii) coordinating Project activities implemented by the Implementing Agencies and the MMDAs. Without limitation on the foregoing, said unit shall be headed by one (1) Project director (i.e. Chief Director of MWH) and comprise one (1) Project coordinator and adequate numbers of financial management, procurement, social and environmental specialists and others as required, all with relevant qualifications, experience and terms of reference satisfactory to the Association.
  - (b) Unless otherwise agreed with the Association in writing, the Recipient shall carry out all the needed actions to support the potential role of the above-mentioned Project coordination unit in gradually becoming a technical arm of the future metropolitan governance structure in Greater Accra Region.
4. **Project Implementation Units.** The Recipient shall maintain, throughout the implementation of the Project, in each of the Implementing Agencies, a Project implementation unit, with functions and resources satisfactory to the Association, and with staff in adequate numbers and with qualifications, experience and terms of reference satisfactory to the Association, which shall be responsible for, *inter alia*, carrying out the procurement, financial management, environment, social, monitoring and reporting activities of its respective part under the Project.



5. **MMDA Planning Coordinating Units.** The Recipient shall maintain throughout the implementation of the Project in each of the MMDAs, a Planning coordination unit, with functions and resources satisfactory to the Association, and with staff in adequate numbers and with qualifications, experience and terms of reference satisfactory to the Association, which shall be responsible for, *inter alia*, carrying out the procurement, financial management, environment, social, monitoring and reporting activities of its respective part under the Project.

**B. Project Implementation Manual**

1. The Recipient, through the Implementing Agencies, shall carry out the Project in accordance with a manual in form and substance satisfactory to the Association (“Project Implementation Manual”), providing details of arrangements and procedures for the implementation of the Project, including: (a) capacity building activities for sustained achievement of the Project’s objective; (b) disbursement and financial management; (c) institutional administration, coordination and day-to-day execution of activities of the Project; (d) monitoring, evaluation, reporting, information, education and communication; (e) procurement; (f) selection criteria and procedures for the provision of Grants under Part 3.3 of the Project; and (g) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project.
2. In case of any conflict between the provisions of the Project Implementation Manual and those of this Agreement, this Agreement shall prevail.
3. Except as the Association shall otherwise agree, the Recipient shall not amend, abrogate or waive any provision of the Project Implementation Manual if, in the opinion of the Association, such amendment or waiver may materially and adversely affect the implementation of the Project.

**C. Grants**

1. For purposes of the proper implementation of activities under Part 3.3 (b) of the Project, the Recipient, through MLGRD, shall provide Grants to selected MMDAs in accordance with this Agreement and with the Eligible Expenditures, guidelines and procedures set forth in the Project Implementation Manual.
2. Without limitation on the foregoing, the Recipient, MLGRD, shall:
  - (a) enter into an agreement with the selected MMDA (“Grant Agreement”) under terms and conditions approved by the Association; and
  - (b) obtain the right to: (i) suspend or terminate the right of the selected MMDA to use the proceeds of the Grant, or obtain a refund of all or any part of the amount of the Grant then withdrawn, upon the MMDA’s failure to perform any of its obligations under the Grant Agreement; and  
(ii) require each MMDA to: (A) carry out its pertinent activities with due diligence and efficiency and in accordance with sound technical, economic, environmental and social standards and practices satisfactory to the Association; (B) procure the activities to be financed out of the Grant in accordance with the provisions of this Agreement; (C) maintain procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Association and the progress of the activities financed by the Grant; (D) enable the Recipient and the Association to inspect activities financed by the Grant, its operation and any relevant records and documents; and (E) prepare and furnish to the

Recipient and the Association all such information as the Recipient or the Association shall reasonably request relating to the foregoing; and

- (c) exercise its rights and carry out its obligations under the Grant Agreement in such manner as to protect the interests of the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, ensure that selected MMDA shall not assign, amend, abrogate, waive, terminate or fail to enforce any Grant Agreement or any provisions thereof.

**D. Safeguard Instruments**

1. The Recipient, through the Implementing Agencies, shall carry out the Project in accordance with the provisions of the Safeguards Instruments.
2. The Recipient, through the Implementing Agencies, shall:
  - (a) take all necessary actions to minimize to the extent possible any involuntary loss by persons of shelter, productive assets or access to productive assets or income or means of livelihood, temporarily or permanently, and the displacement of said people, in the carrying out of the Project or any part thereof;
  - (b) prior to the commencement of any works under the Project, obtain all the necessary environmental clearances and permits, as applicable, for all such activities in accordance with national regulations;
  - (c) whenever a RAP, ESMP or any other additional or revised Safeguards Instrument is required for any proposed Project activity in accordance with the provisions of the ESMF or the RPF:
    - (i) prior to the commencement of such activity, proceed to have such additional or revised Safeguards Instrument: (A) prepared in accordance with the provisions of the ESMF or the RPF (as the case may be); (B) furnished to the Association for review and approval; and (C) thereafter adopted and disclosed as approved by the Association, in a manner acceptable to the Association;
    - (ii) thereafter take such measures as shall be necessary or appropriate to ensure compliance with the requirements of such additional or revised Safeguards Instrument; and
    - (iii) in the case of any activity involving Displaced Persons, ensure that no displacement shall occur before the necessary measures consistent with the RPF and RAP have been executed, including full payment to Displaced Persons of compensation and other assistance required for relocation prior to displacement of persons or commencement of works or other related Project activities in a manner satisfactory to the Association; and
  - (d) for land dedicated to Project's civil works, demonstrate and show evidence satisfactory to the Association that the said land has been properly acquired in accordance with the RPF and applicable RAP.

3. The Recipient, through the Implementing Agencies, shall ensure that the obligation to comply with the relevant Safeguard Instruments is incorporated: (a) in the contracts between the Recipient and the relevant contractor(s) and any entity (including any engineer) supervising the Project's civil works; and (b) in the contracts between the relevant contractor(s) and the contractors' subcontractors.
4. The Recipient, through the Implementing Agencies, shall ensure that all the bidding documents and contracts include the obligation of the relevant contractors and subcontractors to: (a) adopt and implement measures to assess and manage the risks and impacts of labor influx and workers' camps; and (b) adopt and enforce codes of conduct that should be provided to and signed by all workers; as applicable to such civil works commissioned or carried out pursuant to said contracts.
5. The Recipient, through the Implementing Agencies, shall not amend, abrogate or waive, or permit to be amended, abrogated or waived, any provision of the Safeguards Instruments, whether in whole or in part, unless the Association has provided its prior approval thereof in writing, and the Recipient has complied with the same consultation and disclosure requirements as applicable to the original adoption of the Safeguards Instruments.
6. Without limitation upon its other reporting obligations under this Agreement, the Recipient, through the Implementing Agencies, shall, in accordance with terms of reference satisfactory to the Association: (a) monitor the status of compliance with the Safeguards Instruments; and (b) prepare quarterly reports and furnish the same to the Association, as part of the Project Reports, on the results of such monitoring activities, giving details of:
  - (i) measures taken in furtherance of the Safeguards Instruments;
  - (ii) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the Safeguards Instruments;
  - (iii) remedial measures taken or required to be taken to address such conditions; and
  - (iv) grievances received (if any) and measures taken to resolve them.
7. Without limitation on the provisions of this Section I.D of this Schedule 2 and for purposes of implementing Part 1 of the Project, the Recipient, through MWH, shall:
  - (a) require the contractor to undertake the testing, management and disposal of Dredged Materials in accordance with the ESMF and each applicable ESMP;
  - (b) require the contractor to prepare a detailed Dredge Material Recovery, Disposal and Management Plan in accordance with the ESMF and the applicable ESMP before any dredging operation commences. Such ESMP shall provide detail on the quality of the dredge materials, dredging techniques, temporary containment areas for dredge materials, sand recovery, transport route and the final disposal site of the residual materials after sand recovery based on the quality of the sediments;
  - (c) under cases where dredge materials are found to be non-toxic and non-hazardous, and consistent with the ESMP and the detailed Dredge Material Recovery, Disposal and Management Plan, dredge materials shall be used as capping material for old dumpsites and filling material for low lying areas. Otherwise if dredge materials are found to be contaminated with toxic and hazardous materials the contractor will be required to identify,

or caused to identify, an appropriate site to be used as a contained disposal facility and a plan for transportation to such site, and also has appraised the foregoing activities in a manner satisfactory to the Association and in accordance with the criteria and requirements set forth in the ESMF and applicable Safeguards Instruments, including any applicable ESMP and RAP, satisfactory to the Association, as required by Section I.D.2(c) of this Schedule 2; and (iii) seek the Association's no-objection in writing to the selection of the disposal site and the applicable Safeguards Instruments; and

- (d) ensure that: (i) any Contaminated Materials shall be deposited in a designated material disposal site meeting the requirements of the applicable ESMP; and (ii) such designated material disposal site is operated in a manner satisfactory to the Association throughout the Project implementation period.
8. Without limitation on the provisions of this Section I.D of this Schedule 2 and for purposes of implementing Part 2 of the Project, the Recipient, through MSWR, shall ensure that the new engineered landfill at Ayidan is carried out in accordance with the requirements and remedial measures set forth in the Environmental and Social Audit conducted for the said landfill, and in a manner satisfactory to the Association.
  9. The Recipient, through the Implementing Agencies, shall maintain, throughout Project implementation, and publicize the availability of a grievance redress mechanism, in form and substance satisfactory to the Association, to hear and determine fairly and in good faith all complaints raised in relation to the Project and take all measures necessary to implement the determinations made by such mechanism in a manner satisfactory to the Association.
  10. The Recipient shall provide, promptly as needed, the resources needed for financing all resettlement and rehabilitation compensation and other assistance to Displaced Persons, if any, in accordance with the RPF and the applicable RAP.

**E. Annual Work Plan and Budget**

1. Except as provided in paragraph (2) below, the Recipient, through the Implementing Agencies, shall prepare and furnish to the Association for review and approval, not later than December 15 in each calendar year during the implementation of the Project, a proposed consolidated annual work plan and budget containing all activities proposed to be carried out under the Project in the forthcoming Fiscal Year.
2. Each such proposed consolidated annual work plan and budget shall specify among the activities, any training activities that may be required under the Project, including: (a) the type of training; (b) the purpose of the training; (c) the personnel to be trained; (d) the institution or individual who will conduct the training; (e) the location and duration of the training; (f) the cost of the training; and (g) the outcome and impact of the training.
3. The Recipient, through the Implementing Agencies, shall afford the Association a reasonable opportunity to exchange views with the Recipient on each such proposed consolidated annual work plan and budget, and thereafter to implement the Project or cause it to be implemented with due diligence in accordance with such annual work plan and budget as shall have been approved by the Association ("Annual Work Plan and Budget").

**F. Contingent Emergency Response under Part 5 of the Project**

1. To ensure the proper implementation of Part 5 of the Project (“Contingent Emergency Response”) (“CERC Part”), the Recipient shall:
  - (a) prepare and furnish to the Association for its review and approval, an operations manual which shall set forth detailed implementation arrangements for the CERC Part, including:
    - (i) designation of, terms of reference for and resources to be allocated to, the entity to be responsible for coordinating and implementing the CERC Part (“Coordinating Authority”);
    - (ii) specific activities which may be included in the CERC Part, Eligible Expenditures required therefor (“Emergency Expenditures”), and any procedures for such inclusion;
    - (iii) financial management arrangements for the CERC Part; (iv) procurement methods and procedures for Emergency Expenditures to be financed under the CERC Part;
    - (v) documentation required for withdrawals of Emergency Expenditures;
    - (vi) environmental and social safeguard management frameworks for the CERC Part, consistent with the Association’s policies on the matter; and (vii) any other arrangements necessary to ensure proper coordination and implementation of the CERC Part;
  - (b) afford the Association a reasonable opportunity to review said proposed operations manual;
  - (c) promptly adopt such operations manual for the CERC Part as shall have been approved by the Association (“CERC Operations Manual”);
  - (d) ensure that the CERC Part is carried out in accordance with the CERC Operations Manual; provided, however, that in the event of any inconsistency between the provisions of the CERC Operations Manual and this Agreement, the provisions of this Agreement shall prevail; and
  - (e) not amend, suspend, abrogate, repeal or waive any provision of the CERC Operations Manual without prior approval by the Association.
2. The Recipient shall, throughout the implementation of the CERC Part, maintain the Coordinating Authority, with adequate staff and resources satisfactory to the Association.
3. The Recipient shall undertake no activities under the CERC Part (and no activities shall be included in the CERC Part) unless and until the following conditions have been met in respect of said activities:
  - (a) the Recipient has determined that an Eligible Crisis or Emergency has occurred, has furnished to the Association a request to include said activities in the CERC Part in order to respond to said Eligible Crisis or Emergency, and the Association has agreed with such determination, accepted said request and notified the Recipient thereof; and
  - (b) the Recipient has prepared and disclosed all safeguards instruments required for said activities, in accordance with the CERC Operations Manual, the Association has approved all such instruments, and the Recipient has implemented any actions which are required to be taken under said instruments.
4. Emergency Expenditures required for the CERC Part of the Project shall be procured in accordance with the procurement methods and procedures set forth in the CERC Operations Manual.

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

1. The Recipient shall furnish to the Association each Project Report not later than two (2) months after the end of each six (6) calendar months, covering the calendar semester.
2. Not later than one (1) month prior to the mid-term review, furnish to the Association for comments, a report, in such detail as the Association shall reasonably request, on the progress of the Project, and giving details of the various matters to be discussed at such review.
3. Not later than thirty (30) months after the Effective Date, the Recipient shall undertake in conjunction with the Association and all the Implementing Agencies a comprehensive mid-term review of the Project during which it shall exchange views with the Association and agencies generally on all matters relating to the progress of the Project, the performance by the Recipient of its obligations under this Agreement and the performance by the Implementing Agencies, having regard to the Project performance indicators agreed with the Association.
4. Following the mid-term review, act promptly and diligently in order to take any corrective action deemed necessary to remedy any shortcoming noted in the implementation of the Project, or to implement such other measures as may be required in furtherance of the objectives of the Project or otherwise agreed upon between the parties.

**Section III. Withdrawal of the Proceeds of the Financing**

**A. General**

Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Recipient may withdraw the proceeds of the Financing to finance Eligible Expenditures in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

<b>Category Description</b>	<b>Amount of the Credit Allocated (expressed in [USD])</b>	<b>Percentage of Expenditures to be Financed (inclusive of Taxes)</b>
(1) Goods, works, consulting services, non-consulting services, Training Costs and Operating Costs under Parts 1 and 4 of the Project	137,000,000	0% until Category (1) of the Original Financing Agreement is fully disbursed, and thereafter 100%
(2) Goods, works, consulting services, non-consulting services, Training Costs and Operating Costs under Part 2 of the Project	13,000,000	0% until Category (2) of the Original Financing Agreement is fully disbursed, and thereafter 100%
<b>TOTAL</b>	<b>150,000,000</b>	

**B. Withdrawal Conditions; Withdrawal Period**

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made for payments made prior to the Signature Date.
2. The Closing Date is December 31, 2027.

**SCHEDULE 3**

**Repayment Schedule**

<b>Date Payment Due</b>	<b>Principal Amount of the Credit repayable (expressed as a percentage)*</b>
On each April 15 and October 15:	
commencing October 15, 2028, to and including April 15, 2048	<b>1.65%</b>
commencing October 15, 2048, to and including April 15, 2053.	<b>3.40%</b>

\* The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to Section 3.05 (b) of the General Conditions.



## APPENDIX

### Definitions

1. “Abbreviated Resettlement Action Plan” or “ARAP” means the plan duly disclosed on February 27, 2019, that includes the set of mitigation, enhancement, monitoring, and institutional measures to be taken during implementation of the capping of the Abloragyei dumpsite under Part 2 of the Project, in order to eliminate any adverse social and economic impacts on Displaced Persons as a result of their displacement, offset them, reduce them to acceptable levels, or to enhance positive impacts.
2. “Anti-Corruption Guidelines” means, for purposes of paragraph 5 of the Appendix to the General 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.
3. “Basis Adjustment to the Interest Charge” means the Association’s standard basis adjustment to the Interest Charge for credits in the currency of denomination of the Credit, in effect at 12:01 a.m. Washington, D.C. time, on the date on which the Credit is approved by the Executive Directors of the Association, and expressed either as a positive or negative percentage per annum.
4. “Basis Adjustment to the Service Charge” means the Association’s standard basis adjustment to the Service Charge for credits in the currency of denomination of the Credit, in effect at 12:01 a.m. Washington, D.C. time, on the date on which the Credit is approved by the Executive Directors of the Association, and expressed as a percentage per annum.
5. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
6. “Contaminated Materials” means any materials that, due to their nature, concentration and/or amount can directly or indirectly pollute and/or harm the environment and or endanger the environment and/or the health or life of living creatures as defined in the ESMF and the applicable ESMP.
7. “Contingent Emergency Response Part Operations Manual” or “CERC Operations Manual” means the plan referred to in Section I.F of the Schedule 2 to this Agreement, acceptable to the Association to be adopted by the Recipient for the implementation of the Contingent Emergency Response Part.
8. “Contingent Emergency Response Part” means Part 5 of the Project, as described in the Schedule 1 to this Agreement.
9. “Coordinating Authority” means the entity or entities designated by the Recipient in the CERC Operations Manual and approved by the Association pursuant to Section I.F of Schedule 2 to this Agreement, to be responsible for coordinating the CERC Part of the Project.
10. “Displaced Persons” means persons who, on account of the execution of the Project suffer direct economic and social impacts resulting in: (i) relocation or loss of shelter; (ii) loss of assets or access to assets; (iii) loss of income sources or means of livelihood, whether or not the Displaced Persons must move to another location; and (iv) adverse impacts on the livelihoods of the displaced persons.

11. “Dredged Materials” means materials dredged from selected parts of the Odaw River under Part 1 of the Project and/or the materials dredged from or to be deposited for the works identified in Part 1 of the Project.
12. “Dredged Material Recovery, Disposal and Management Plan” means the dredged material disposal plan which forms part of both the ESMF, the applicable ESMP and the RPF of the Project, setting out the procedures and requirements for sand recovery, transporting, disposing and managing dredged materials required for carrying out activities the Project, including, *inter alia*: (a) the list of criteria and requirements for disposing Dredged Materials set forth in the ESMP depending on the quality; and (b) the specific requirements for disposing Contaminated Materials (where applicable and as further elaborated in the ESMF and each applicable ESMP), as said plan may be revised from time to time with the prior written agreement of the Association.
13. “Eligible Crisis or Emergency” means an event that has caused, or is likely to imminently cause, a major adverse economic and/or social impact to the Recipient, associated with a natural or man-made crisis or disaster.
14. “Emergency Expenditure” means any of the eligible expenditures set forth in the CERIP in accordance with the provisions of Section I.F of Schedule 2 to this Agreement and required for the activities to be financed under the said Contingent Emergency Response Part.
15. “Environmental and Social Audit” means the environmental and social audit duly disclosed on February 26, 2019, conducted to assess and improve the environmental and social performance and operation and maintenance of the new engineered landfill at Ayidan.
16. “Environmental and Social Impact Assessment” or “ESIA” means: (a) the environmental and social impact assessments prepared for the dredging of the channel of the Odaw River under Part 1 of the Project, duly disclosed on February 28, 2019, and the capping, of the Abloragyei dumpsite and the construction and operation of the waste transfer station for Abloragyei under Part 2 of the Project duly disclosed on December 18, 2018, and January 16, 2019, respectively, and (b) each of those to be prepared under the Project in accordance with the ESMF; each such assessment in form and substance satisfactory to the Association, and defining details of potential environmental risks and adverse impacts associated with the implementation of Project activities, together with an environmental management plan defining measures to manage such risks and impacts; as each assessment may be amended from time to time with prior written consent of the Association.
17. “Environmental and Social Management Framework” or “ESMF” means the Project environmental management and social framework duly disclosed on June 8, 2018, acceptable to the Association, setting forth the policy framework, principles, standards, processes and institutional arrangements to be applied under Project to assess potential adverse environmental and social impacts associated with Project activities and the ways to avoid, minimize, mitigate or offset them, including public consultation, disclosure and reporting as well as a description of the process for preparing and approving EMPs during the implementation of the Project; as such framework may be amended from time to time with the prior written consent of the Association.
18. “Environment and Social Management Plan” or “ESMP” means: (a) the environmental and social management plans prepared for the dredging of the channel of the Odaw River under Part 1 of the Project, duly disclosed on February 28, 2019, and the capping, of the Abloragyei dumpsite and the construction and operation of the waste transfer station for Abloragyei under Part 2 of the Project duly disclosed on December 18, 2018, and January 16, 2019, respectively; and

- (b) those to be prepared under the Project in accordance with the ESMF, each such plan in form and substance satisfactory to the Association, and defining details of measures to manage potential environmental risks and mitigate, reduce and/or offset adverse environmental impacts associated with the implementation of Project activities, together with adequate budget, institutional, monitoring and reporting arrangements capable of ensuring proper implementation of, and regular feedback on compliance with, its terms; as each plan may be amended from time to time with prior written consent of the Association.
19. “General Conditions” means the “International Development Association General Conditions for IDA Financing, Investment Project Financing”, dated December 14, 2018 (revised on August 1, 2020, April 1, 2021, and January 1, 2022).
  20. “Grant” means a grant made or proposed to be made out of the proceeds of the Financing for the purpose of financing all or a portion of the reasonable cost of goods, works, non-consulting services, and consultants’ services incurred by a selected MMDA in carrying out activities under Part 3.3(c) of the Project.
  21. “Grant Agreement” means the agreement referred to in Section I.C.2(a) of Schedule 2 to this Agreement.
  22. “Greater Accra Region” means the smallest area of Ghana’s 10 administrative regions, occupying a total land surface of 3,245 square kilometers
  23. “Implementing Agencies” means the following Recipient’s ministries and/or MMDAs responsible for implementing the Project as follows:
    - (a) with respect to Parts 1 and 4 of the Project: MWH;
    - (b) with respect to Part 2 of the Project: MSWR; and
    - (c) with respect to Part 3 of the Project: MLGRD, MWH and the selected MMDAs.
  24. “MMDA” means the Recipient’s Metropolitan, Municipal and District Assemblies selected by the Recipient to be part of the Project in accordance with the criteria set out in the Project Implementation Manual
  25. “MLGDRD” means the Recipient’s Ministry of Local Government, Decentralization and Rural Development or any successor thereto.
  26. “MOF” means the Recipient’s Ministry of Finance and any successor thereto.
  27. “MSWR” means the Recipient’s Ministry of Sanitation and Water Resources or any successor thereto.
  28. “MWH” means the Recipient’s Ministry of Works and Housing or any successor thereto.
  29. “Operating Costs” means the incremental expenses arising under the Project, and based on Annual Work Plans and Budgets approved by the Association pursuant to Section I.E of Schedule 2 to the Original Financing Agreement, on account of office equipment and supplies, vehicle operation and maintenance, maintenance of equipment, communication and insurance costs, office administration

costs, utilities, rental, consumables, accommodation, travel and *per diem*, salaries of Local Contractual Staff, but excluding the salaries of the Recipient's civil servants.

30. "Original Financing Agreement" means the financing agreement entered into by the Recipient and the Association dated January 17, 2020, as amended (Credit No. 64100-GH).
31. "Original Project" means the activities described in Schedule 1 to the Original Financing Agreement.
32. "Resettlement Action Plan" or "RAP" means: (a) the ARAP; and (b) each plan to be prepared under the Project in accordance with the RPF, each such plan in form and substance satisfactory to the Association, and containing, 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; as each resettlement action plan may be amended from time to time with the prior consent of the Association.
33. "Resettlement Policy Framework" or "RPF" means the Project resettlement framework and resettlement process framework duly disclosed on December 1, 2018, acceptable to the Association, setting forth the principles and objectives governing resettlement preparation and implementation, as well as a description of the process for preparing and approving RAPs during the implementation of the Project; as such framework may be amended from time to time with the prior consent of the Association
34. "Project Implementation Manual" means the Project Implementation Manual referred to in Section I.B of Schedule 2 to this Agreement, as such manual may be amended and supplemented from time to time, with the prior written approval of the Association, and such term includes all schedules and annexes to said manual.
35. "Safeguard Instruments" means the ARAP and each ESIA, ESMP, RAP and/or any other plan prepared or to be prepared during the implementation of the Project, as the case may be, in accordance with the ESMF and the RPF, as the case may be; and "Safeguard Assessments and Plans" means, collectively, all such assessments and plans.
36. "Signature Date" means the later of the two dates on which the Recipient and the Association signed this Agreement and such definition applies to all references to "the date of the Financing Agreement" in the General Conditions.
37. "Training Costs" means the cost associated with the training and workshops, based on Annual Work Plans and Budgets approved by the Association pursuant to Section I.E of Schedule 2, for reasonable expenditures (other than expenditures for consultants' services), including: (i) travel, room, board and per diem expenditures incurred by trainers and trainees in connection with their training and by non-consultant training facilitators; (ii) course fees; (iii) training facility rentals; and (iv) training material preparation, acquisition, reproduction and distribution expenses