# **Financing Agreement**

(Additional Financing to the Productive Safety Net Project 2)

between

**REPUBLIC OF GHANA** 

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

#### **CREDIT NUMBER 7337-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 activities related to 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plus the Basis Adjustment to the Service Charge; and (b) three-fourths of one percent (3/4 of 1%) per annum; on the Withdrawn Credit Balance.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percent (1.25%) per annum plus the Basis Adjustment to the Interest Charge; and (b) zero percent (0%) per annum; on the Withdrawn Credit Balance.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 Part 3, 4 and 5(a) of the Project through MoGCSP and Part 1, 2 and 5(b) of the Project through MLGDRD, all 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 Additional Conditions of Effectiveness consist of the following:
  - (a) the Recipient has updated the Project Operational Manual in a manner satisfactory to the Association; and
  - (b) the Recipient has: (i) recruited an environmental and social safeguards specialist for the MLGDRD Coordinating Unit; and (ii) appointed a gender focal person for the Project Coordination Unit, both with qualifications, experience and under terms of reference satisfactory to the Association.
- 4.02. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.
- 4.03. 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; and
  - (b) the Recipient's Electronic Address is: E-mail: 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

kenneth Ofori-Atta

**Authorized Representative** Kenneth Ofori-Atta Name:

Title: \_\_\_\_\_\_ Minister for Finance

18-Dec-2023 Date: \_\_\_\_

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Repert

Authorized Representative

Pierre Laporte Name: \_\_\_\_\_

Title: \_\_\_\_\_\_ Country Director for Ghana, Liberia and S

18-Dec-2023

#### SCHEDULE 1

#### **Project Description**

The objective of the Project is to expand and enhance social safety nets and provide access to productive income generating opportunities for the poor in the Recipient's territory.

The Project consists of the following parts:

Part 1: Productive Inclusion Program

- 1. Support the continuation, reform, expansion, and strengthening of the Recipient's Complementary Livelihood and Asset Support Scheme (CLASS) including through: (a) providing training on life skills; business management and microenterprise development and mentoring and coaching to eligible household members aged 18-65 ("Eligible Microenterprise Beneficiaries") to identify microenterprises and prepare their respective plans based on an agreed model template for said microenterprise ("Sub-Projects"); and (b) provision of Start-up Cash Grants to Eligible Microenterprise Beneficiaries to implement the business plans.
- 2. Improve the agricultural productivity of poor households through provision of technical assistance to: (a) facilitate their linkage to existing agricultural program and projects to enable them to gain knowledge or inputs; (b) share information for establishing farmer-based organizations; (c) facilitate their access to farm inputs and incentives either as subsidies or grants; (d) provide agricultural extension support for their farms; (e) provide them training on improving farming productivity including climate-smart agricultural practices; and (f) facilitate their access to markets to sell their products.
- 3. Deliver supplementary services to households and communities to promote their overall welfare including: (a) enrolling them to ensure continued participation in the National Health Insurance Scheme; (b) investing in nutrition, health, and education; (c) raising awareness on gender and disability sensitivity; and (d) raising their financial awareness through financial literacy training, introduction to the usage of mobile money services, and village savings and loans associations.

#### Part 2: Labor-Intensive Public Works Program

Implement and expand the Labor-Intensive Public Works (LIPW) program in rural areas and extend it into the urban areas through provision of:

- (a) LIPW Payments to eligible LIPW Beneficiaries to implement selected LIPW Subprojects as a short-term employment measure to reduce seasonal poverty;
- (b) capital inputs for the LIPW and supervision of the implementation of said works;
- (c) training of staff for MLGDRD, metropolitan, municipality, district assemblies (MMDAs), community level actors and relevant agencies and institutions responsible for implementing LIPW in selected MMDAs and involved in Project implementation;
- (d) delivering supplementary services to households and communities to promote their overall welfare including: (i) enrolling them to ensure continued participation in the National Health Insurance Scheme;
   (ii) investing in nutrition, health, and education; (iii) raising awareness on gender and disability sensitivity; and (iv) raising their financial awareness through financial literacy training, introduction to the usage of mobile money services, and village savings and loans associations; and
- (e) developing a strategy for increasing financing for LIPW.

#### Part 3: Safety Net Program Transfers

- 1. Supporting the Recipient's LEAP Program, through:
  - (a) provision of Cash Transfers to Beneficiaries to promote the welfare of extremely poor households;
  - (b) enhancing and strengthening the capacity of decentralized structures including regional and metropolitan, municipality, district assemblies (MMDAs), to promote effective LEAP administration at the community level;
  - (c) delivering supplementary services to households and communities to promote their overall welfare including: (i) enrolling them to ensure continued participation in the National Health Insurance Scheme; (ii) investing in nutrition, health, and education; (iii) raising awareness on gender and disability sensitivity; and (iv) raising their financial awareness through financial literacy training, introduction to mobile money services, and village savings and loans associations; and
  - (d) developing a strategy to upwardly revise LEAP benefits to preserve their value and revise the beneficiary targets to consider poverty levels.

- 2. Supporting the Recipient's Ghana School Feeding Programme (GSFP) through:
  - (a) provision of Food Transfer Payments to competitively procured caterers for the preparation of daily school meals for pupils in Participating Public Schools from kindergarten to primary 6;
  - (b) provision of support to strengthen the implementation quality of the GSFP, including: (i) training of caterers on nutrition, hygiene and environmental and social standards; (ii) linking children to deworming services and provision of vitamins; and (iii) linking farmers and farmer-based organizations to the caterers; and
  - (c) developing a strategy to upwardly revise the amount allocated for meals per child under the GSFP program to preserve its value against inflation and improve nutritional value of meals to children.

#### Part 4: Social Protection System Strengthening

- 1. Supporting the Ghana National Household Registry (GNHR) to carry out its operations through: (a) strengthening its capacity to update and collect quality data; (b) maintaining required IT infrastructure to roll out household registration, including updating technology as needed for data collection, processing, and storage and data protection; (c) carrying out data dissemination activities including *inter alia* the usage and sharing of the GNHR data by other governmental entities; (d) carrying out public information campaigns to support household registration; and (e) developing a strategy for GNHR to secure sustainable financing.
- 2. Carrying out activities to implement and enhance the performance of the Single Window Citizen Engagement Service (SWCES), the grievance redress mechanism for the Recipient's social protection programs through: (a) increasing public awareness and promoting the usage of SWCES in government as the main mechanism for managing all complaints and inquiries related to social protection programs, including GBV/SEA; (b) ensuring that all complaints and inquiries received by SWCES are managed in accordance with agreed service standards; (c) integrating of the Grievance Redress Mechanisms for CLASS, LIPW, LEAP, NHIS, and the Ghana School Feeding Program (GSFP) into SWCES; and (d) operationalizing the use of SWCES and the referral system at the MMDA and community levels, including building capacity as needed, to allow for effective decentralized complaint and inquiry management.
- Improving the Recipient's social protection system's resilience and responsiveness to economic and natural shocks, including climate weather-related shocks through:
   (a) developing a shock responsive mechanism for social protection programs so that they are robust to address various disaster or shock scenarios;
   (b) strengthening the sector's coordination for shock response, with institutions

such as the Office of the Head of Local Government Service (OHLGS), the National Disaster Management Organization (NADMO), and the Ministry of Health, among others; (c) identifying most likely scenarios which would require social protection response; (d) supporting households in program communities with enrollment in alternative options for receiving cash, including mobile money services and point-of-sale centers; (e) identifying potential options for sustainable financing for responding to shocks; and (f) designing rapidly scalable, low-cost, and safe arrangements for the collection of data for targeting interventions, for communication, monitoring, and for the provision of benefits and services, in response to shocks.

- 4. Supporting the completion, operationalization and maintenance of the Recipient's social protection data system and implementing a data tracking system to strengthen the collection, protection, integration, use, and sharing of data including through: (a) acquisition of the necessary services and ICT products; and (b) conducting periodic sample-based surveys and reviews of the social safety programs.
- 5. Provision of technical assistance to enhance operational efficiency and transparency of the GSFP including improved grievance response management; enhanced social accountability measures; and training and sensitization of stakeholders.

## Part 5: Project Management, Coordination, and Institutional Strengthening

Strengthen Project oversight including providing support to:

- (a) MoGCSP for: (i) management, capacity building, and implementation of its respective part of the Project including the enhancement of management information system, monitoring and evaluation activities; and (ii) management of the GSFP, including the roll out of critical systems such as: a digital management information system and a monitoring and evaluation system; all through provision of goods, Training, consulting services, and Operating Costs.
- (b) MLGDRD for management, capacity building, and implementation of its respective part of the Project including the enhancement of management information system, monitoring and evaluation activities, all through provision of goods, Training, consulting services, and Operating Costs.

## Part 6: Contingent Emergency Response

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

## **SCHEDULE 2**

## **Project Execution**

#### Section I. <u>Implementation Arrangements</u>

#### A. Institutional Arrangements

1. MoGCSP and MLGDRD

The Recipient shall:

- (i) through MoGCSP, assisted by its Social Protection Directorate, LEAP, GSFP National Secretariat, GNHR and PCU, have overall responsibility and oversight for the implementation of Parts 3, 4 and 5(a) of the Project; and (ii) through MLGDRD assisted by the MLGDRD Coordinating Unit (MCU) and the participating metropolitan, municipalities, and districts at the local level, have overall responsibility for the implementation of Parts 1, 2 and 5(b) of the Project;
- (b) ensure throughout Project implementation that MoGCSP and MLGDRD have adequate resources and staffing with qualifications, experience and under terms of reference satisfactory to the Association; and
- (c) coordinate promptly with MoGCSP and MLGDRD to efficiently carry out the implementation of activities under the Project and provide technical support as needed to enable said ministries to perform their functions.
- 2. Project Coordination Unit
  - (a) The Recipient shall maintain throughout the implementation of the Project, a Project Coordination Unit ("PCU") within MOGCSP with a composition, mandate, terms of reference and resources satisfactory to the Association.
  - (b) Without limitation to the foregoing, the PCU shall: (i) implement Parts 3, 4, and 5(a) of the Project; and (ii) prepare the progress reports in connection with said Parts of the Project.
- 3. MGLDRD Coordinating Unit
  - (a) The Recipient shall maintain within MGLDRD, a coordinating unit ("MGLDRD Coordinating Unit or "MCU") with a composition, mandate, terms of reference and resources satisfactory to the Association.

- (b) Without limitation to the foregoing, the MCU shall: (i) be responsible for implementing of Parts 1, 2 and 5(b) of the Project; and (ii) and prepare the progress reports for said Parts of the Project.
- 4. *Project Oversight Committee*

The Recipient shall maintain, at all times during the implementation of the Project, a Project Oversight Committee (POC) with a mandate, composition and resources satisfactory to the Association, chaired by the ministers of MLGDRD and MoGCSP or their representatives. To this end, the POC shall be responsible for: (a) providing guidance on strategic, policy and implementation issues; (b) coordinating activities of ministries, agencies and other stakeholders involved in Project implementation; and (c) assessing progress towards achieving the Project's objectives and taking all necessary corrective action.

## 5. Technical Committee

The Recipient shall maintain, at all times during the implementation of the Project, a Technical Committee responsible for providing technical guidance to the Project, chaired by the Chief Directors of MLGDRD and MoGCSP or their representatives, and comprising of ministries participating in the sector, the directors of the Policy, Planning, Monitoring and Evaluation Directorate and the Social Protection Directorate.

#### **B. Project Operational Manual**

- 1. The Recipient shall, through MoGCSP and MLGDRD, carry out the Project in accordance with the provisions of the Project Operational Manual (POM) referred to in Section 4.01 of this Agreement.
- 2. The Recipient shall not amend, abrogate, waive or fail to enforce any provision of the POM without the prior written agreement of the Association; provided, however, that in the event of any conflict between the provisions of the POM and the provisions of this Agreement, the provisions of this Agreement shall prevail.

## C. Annual Work Plan and Budget

1. The Recipient shall prepare, in accordance with terms of references acceptable to the Association and furnish to the Association no later than November 30 of each Fiscal Year throughout the implementation of the Project, a work plan and budget containing all activities proposed for inclusion in the Project during the following Fiscal Year and with a budget setting forth the proposed amounts and sources of financing for such activities and a timetable for their implementation.

- 2. Each such proposed work plan and budget shall specify any training activities that may be required under the Project, including: (i) the type of training; (ii) the purpose of the training; (iii) the personnel to be trained; (iv) the institution or individual who will conduct the training; (v) the location and duration of the training; and (vi) the cost of the training
- 3. The Recipient shall: (i) afford the Association a reasonable opportunity to exchange views with the Recipient on such proposed work plan; and, thereafter, (ii) carry out such work plan during the period covered by said plan, according to such budget, both as shall have been approved by the Association ("Annual Work Plan and Budget").

## D. Cash Transfers and Start-up Cash

- 1. In order to achieve the objectives of the Project, the Recipient, through MoGCSP and MLGDRD, shall provide Cash Transfers, and Start-up Cash Grant ("Transfers") to Beneficiaries, respectively, in accordance with following eligibility criteria and procedures acceptable to the Association and further detailed in the POM:
  - (a) said Beneficiary shall have been identified as a member of extremely poor household in a region identified under the Recipient's GLSS Poverty Maps and the Ghana National Household Registry data;
  - (b) the Recipient shall have confirmed the Beneficiaries' compliance with any applicable conditionality; and
  - (c) said Beneficiary shall have been selected through the targeting method as set out in the POM.
- 2. Each Transfer shall be in an amount acceptable to the Association and the Recipient.
- 3. The Recipient shall ensure that the amount of each Transfer is paid for its intended Beneficiary.
- 4. The Recipient shall:
  - (a) conclude with each respective Payment Service Provider, a payment agreement (Payment Agreement), for the payment of Transfers to Beneficiaries, in form and substance satisfactory to the Association and in accordance with criteria and procedures set forth in the POM, with one or more Payment Service Providers, selected on the basis of terms of reference, qualifications and experience satisfactory to the Association;

- (b) ensure that each Payment Agreement is: (i) submitted to the Association for its review and approval prior to its signature between the Recipient and a Payment Service Provider; (ii) signed and effective before any proceeds of the Financing are transferred to the Payment Service Provider; and (iii) implemented with due diligence and efficiency and in accordance with sound technical, financial, and managerial standards and practices acceptable to the Association, including in accordance with the provisions of the Anti-Corruption Guidelines applicable to the recipients of the Transfers proceeds other than the Recipient; and
- (c) not amend, abrogate, waive or fail to enforce any provision of the Payment Agreement without the prior written agreement of the Association; provided, however, that in the event of any conflict between the provisions of the Payment Agreement and the provisions of this Agreement, the provisions of this Agreement shall prevail.

## E. Labor Intensive Public Works

1. In implementing Part 2 of the Project, the Recipient through MLGDRD shall throughout the implementation of the Project, select the LIPW Beneficiaries and implement the LIPW program in accordance with the National Labor Intensive Public Works Policy, LIPW Payment Agreements and the POM.

#### F. Environmental and Social Standards

- 3. The Recipient shall ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Association.
- 4. Without limitation upon paragraph 1 above, the Recipient shall ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan ("ESCP"), in a manner acceptable to the Association. To this end, the Recipient shall ensure that:
  - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, as provided in the ESCP;
  - (b) sufficient funds are available to cover the costs of implementing the ESCP;
  - (c) 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
  - (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Association shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.

- 5. Without limitation upon the provisions of paragraph 2 above, if sixty (60) days prior to the Closing Date, the Association determines that there are measures and actions specified in the ESCP which will not be completed by the Closing Date, the Recipient shall: (a) not later than thirty (30) days before the Closing Date, prepare and present to the Association, an action plan satisfactory to the Association on the outstanding measures and actions, including a timetable and budget allocation for such measures and actions (which action plan shall deemed to be considered an amendment of the ESCP); and (b) thereafter, carry out, or cause to be carried out (as the case may be), said action plan in accordance with its terms and in a manner acceptable to the Association.
- 6. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
- 7. The Recipient shall ensure that:
  - (a) all measures necessary are taken to collect, compile, and furnish to the Association through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Association, 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 Association, setting out, inter alia: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and
  - (b) the Association 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.
- 8. The Recipient shall 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 Association.
- 9. The Recipient shall, ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors subcontractors, and supervising entities to: (a) comply with the relevant aspects of ESCP and the environmental and social instruments referred to therein; and (b) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing

measures to address environmental, social, health and safety risks, and the risks of sexual exploitation and abuse, sexual harassment and violence against children, all as applicable to such civil works commissioned or carried out pursuant to said contracts.

## G. Contingent Emergency Response Component

- 1. In order to ensure the proper implementation of contingent emergency response activities under Part 6 of the Project ("Contingent Emergency Response Part"), the Recipient shall ensure that:
  - a manual ("CERC Manual") is prepared and adopted in form and (a) substance acceptable to the Association, which shall set forth detailed implementation arrangements for the Contingent Emergency Response Part, including: (i) any structures or institutional arrangements for coordinating and implementing the Contingent Emergency Response Part: (ii) specific activities which may be included in the Contingent Emergency Response Part, Eligible Expenditures required therefor ("Emergency Expenditures"), and any procedures for such inclusion; (iii) financial management arrangements for the Contingent Emergency Response Part; (iv) procurement methods and procedures for the Contingent Emergency Response Part; (v) documentation required for withdrawals of Financing amounts to finance Emergency Expenditures; (vi) a description of the environmental and social assessment and management arrangements for the Contingent Emergency Response Part; and (vii) a template Emergency Action Plan;
  - (b) the Emergency Action Plan is prepared and adopted in form and substance acceptable to the Association;
  - (c) the Emergency Response Part is carried out in accordance with the CERC Manual and the Emergency Action Plan; provided, however, that in the event of any inconsistency between the provisions of the CERC Manual or the Emergency Action Plan and this Agreement, the provisions of this Agreement shall prevail; and
  - (d) neither the CERC Manual or the Emergency Action Plan is amended, suspended, abrogated, repealed or waived without the prior written approval by the Association.
- 2. The Recipient shall ensure that the structures and arrangements referred to in the CERC Manual are maintained throughout the implementation of the Contingent Emergency Response Part, with adequate staff and resources satisfactory to the Association.

- 3. The Recipient shall ensure that:
  - (a) the environmental and social instruments required for the Contingent Emergency Response Part are prepared, disclosed and adopted in accordance with the CERC Manual and the ESCP, and in form and substance acceptable to the Association; and
  - (b) the Contingent Emergency Response Part is carried out in accordance with the environmental and social instruments in a manner acceptable to the Association.
- 4. Activities under the Contingent Emergency Response Part shall be undertaken only after an Eligible Crisis or Emergency has occurred.

## H. Ghana School Feeding Programme

- 1. In order to ensure the proper implementation of activities under Part 3.2(a) of the Project, the Recipient through MoGCSP shall provide Food Transfer Payments to GSFP caterers selected in accordance with eligibility criteria detailed in the POM and recruited in accordance with the Procurement Regulations for the purpose of providing school meals for pupils under the Project as further detailed in the POM.
- 2. The Recipient shall:
  - (a) conclude with each respective Payment Service Provider, a payment agreement (Payment Agreement), for the payment of Food Transfer Payments to GSFP caterers, in form and substance satisfactory to the Association and in accordance with criteria and procedures set forth in the POM, with one or more Payment Service Providers, selected on the basis of terms of reference, qualifications and experience satisfactory to the Association;
  - (b) ensure that each Payment Agreement is: (i) submitted to the Association for its review and approval prior to its signature between the Recipient and a Payment Service Provider; (ii) signed and effective before any proceeds of the Financing are transferred to the Payment Service Provider; and (iii) implemented with due diligence and efficiency and in accordance with sound technical, financial, and managerial standards and practices acceptable to the Association, including in accordance with the provisions of the Anti-Corruption Guidelines applicable to the recipients of the Transfers proceeds other than the Recipient; and
  - (c) not amend, abrogate, waive or fail to enforce any provision of the Payment Agreement without the prior written agreement of the Association;

provided, however, that in the event of any conflict between the provisions of the Payment Agreement and the provisions of this Agreement, the provisions of this Agreement shall prevail.

## Section II. <u>Project Monitoring, Reporting and Evaluation</u>

The Recipient shall furnish to the Association each Project Report not later than forty-five days (45) after the end of each calendar quarter covering the calendar quarter.

## Section III. <u>Withdrawal of the Proceeds of the Financing</u>

#### 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:

Category	Amount of the Credit Allocated (expressed in USD	Percentage of Expenditures to be Financed (inclusive of Taxes)
MoGCSP (1) Goods, works, non-consulting services, consulting services, Training and Operating Costs for Parts 3 (except Parts 3.1(a) and 3.2), 4 (except Part 4.5) and 5(a)(i) of the Project.	9,000,000	0% until Category (1) of the Original Financing Agreement is fully disbursed, and thereafter 100%
(2) Cash Transfers under Part 3.1(a) of the Project.	39,000,000	0% until Category (2) of the Original Financing Agreement is fully disbursed, and thereafter 100%
<ul><li>(3) Food Transfer Payments under Part</li><li>3.2(a) of the Project</li></ul>	58,000,000	100%

the Project. TOTAL AMOUNT	150,000,000	
(8) Contingent Emergency Response Component (CERC) under Part 6 of	0	100%
(7) LIPW Payments under Part 2(a) of the Project.	11,400,000	0% until Category (5) of the Original Financing Agreement is fully disbursed, and thereafter 100%
(6) Grants under Part 1.1(b) of the Project.	8,000,000	0% until Category (4) of the Original Financing Agreement is fully disbursed, and thereafter 100%
<ul> <li>MLGDRD</li> <li>(5) Goods, works, non-consulting services, and consulting services, Training and Operating Costs for Parts 1 (except Part 1.1 (b)), 2 (except Part 2(a)) and 5(b) of the Project.</li> </ul>	14,600,000	0% until Category (3) of the Original Financing Agreement is fully disbursed, and thereafter 100%
<ul> <li>(4) Goods, works, non-consulting services, consulting services, Training and Operating Costs for Parts 3.2(b) and (c), 4.5 and 5(a)(ii) of the Project</li> </ul>	10,000,000	100%

## B. Withdrawal Conditions; Withdrawal Period

- 1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:
  - (a) for payments made prior to the Signature Date: or
  - (b) Emergency Expenditures under Category (8), unless and until all of the following conditions have been met in respect of said expenditures:
    - (i) (A) the Recipient has determined that an Eligible Crisis or Emergency has occurred, and has furnished to the Association a request to withdraw Financing amounts under Category (8); and (B) the Association has agreed with such determination, accepted said request and notified the Recipient thereof; and

- (ii) the Recipient has adopted the CERC Manual and Emergency Action Plan, in form and substance acceptable to the Association.
- (c) Food Transfer Payments under Category (3) unless and until the Recipient has: (i) recruited or assigned a management information systems (MIS) officer and a software developer for the Project; and (ii) entered into a Payment Agreement with at least one Payment Service Provider for the payment of the Food Transfer Payments to GSFP caterers as detailed in Section I.H.2(a) of Schedule 2 to this Agreement.
- 2. The Closing Date is December 31, 2025.

## **SCHEDULE 3**

# **Repayment Schedule**

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

\* 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).

## APPENDIX

#### **Definitions**

- 1. "Annual Work Plan and Budget" means the annual work plan and budget prepared by the Recipient through MoGCSP and MLGRD and approved by the Association in accordance with Section I.C of Schedule 2 to this Agreement, and "Annual Work Plans and Budgets" means more than one Annual Work Plan and Budget
- 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. "Beneficiary" means Cash Transfer Beneficiaries, LIPW Beneficiaries or Eligible Microenterprise Beneficiaries.
- 6. "Cash Transfer" means an amount to be provided to a Cash Transfer Beneficiary under Part 3.1(a) of the Project and in accordance with the provisions of the POM.
- 7. "Cash Transfer Beneficiary" means any household or a person eligible to receive a Cash Transfer under Part 3.1(a) of the Project in accordance with eligibility criteria and procedures set forth in the POM.
- 8. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
- 9. "Complementary Livelihood and Asset Support Scheme" means the Recipient's program for providing tailored activities to promote sustainable income generating support for poor households.
- 10. "Complementary Financing Agreement" means the Financing Agreement (as amended) between the Recipient and the International Development Association

dated December 31, 2018 (Credit Number 6337-GH) in connection with the financing of the Complementary Project.

- 11. "Complementary Project" means the Project described in Schedule 1 of the Complementary Financing Agreement and Schedule 1 of the DFID Co-Financing Grant Agreement.
- 12. "DFID Co-Financing Grant Agreement" means the agreement between the Recipient and the International Development Association acting as Administrator of the Ghana Productive Safety Net Program dated September 19, 2019 (TF0B0469) in connection with the financing of the Complementary Project.
- 13. "Eligible Micro-Enterprise Beneficiaries" means any person eligible to receive a Start-up Cash Grants for micro-enterprises under Part 1.1(a) of the Project in accordance with eligibility criteria and procedures set forth in the POM
- 14. "Environmental and Social Commitment Plan" or "ESCP" means the environmental and social commitment plan for the Project, dated April 26, 2023, 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.
- "Environmental and Social Standards" or "ESSs" means, collectively: 15. (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"; "Environmental and (viii) 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 Association.
- 16. Fiscal Year" or "FY" means the fiscal year of Recipient commencing on January 1 and ending on December 31 of each year.

- 17. "Food Transfer Payment" means an amount to be provided to a GSFP caterer under Part 3.2(a) of the Project and in accordance with the provisions of the POM.
- 18. "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).
- 19. "Ghana School Feeding Programme" or "GSFP" means the Recipient's national school feeding program initiated in 2005 to provide one hot meal per day for school-going children in vulnerable areas.
- 20. "GNHR" means the Ghana National Household Registry, a national database managed by MoGCSP to assess the poverty status of households in the Recipient's territory.
- 21. "GLSS" means Ghana Living Standards Survey, a national survey conducted by the Ghana Statistical Service.
- 22. "GLSS Poverty Maps" means the poverty headcount, depth and inequality for all the districts in Ghana as derived through the Ghana Living Standards Survey conducted by the Ghana Statistical Service.
- 23. "Grievance Redress Mechanism" means the systems or structures established by the Project to effectively address complaints from project affected persons, communities and other interested parties in a timely, transparent, and culturally appropriate manner and readily accessible to all affected parties at no cost and without retribution.
- 24. "GSFP National Secretariat" means a secretariat under MoGCSP responsible for implementing the Recipient's GSFP.
- 25. "LEAP Program" means the Recipient's Livelihood Empowerment Against Poverty program initiated on March 8, 2007, and partly supported under Part 3 of the Project.
- 26. "Labor Intensive Works Program" or "LIPW" means the Recipient's program established under the National Labor Intensive Work Policy 2016 for purposes of providing employment in rural and urban areas in labor intensive public works projects selected in accordance with criteria set forth in the POM.
- 27. "LIPW Beneficiary Agreement" means an agreement between LIPW Beneficiary and the MMDA in connection with the implementation of the LIPW Subproject.
- 28. "LIPW Beneficiary" means a recipient of LIPW payments under Part 2(a) of the Project; and "LIPW Beneficiaries" means more than one LIPW Beneficiary.

- 29. "LIPW Subproject" means activities involving the carrying out of labor-intensive works, to be financed from the proceeds LIPW payments under Part 2(a) of the Project.
- 30. "MIS" means management information system.
- 31. "MoGCSP" means the Recipient's Ministry of Gender, Children, and Social Protection or its successor.
- 32. "MLGDRD" means the Recipient's Ministry of Local Government, Decentralization and Rural Development or its successor.
- 33. "MLGDRD Coordinating Unit" or "MCU" means the RDCU (as defined in the Complementary Financing Agreement), a unit established within MLGDRD to implement part of the Complementary Project, and now responsible for implementing Parts 1, 2 and 5(b) of the Project, and referred to in Section I.A.3 of Schedule 2 to this Agreement.
- 34. "National Health Insurance Scheme" means the Recipient's social intervention program to provide financial access to quality health care for residents in Ghana administered by the National Health Insurance Authority.
- 35. "National Labor Intensive Public Works Policy" means the Recipient's policy dated 2016, for promoting a coordinated and integrated approach for implementing LIPW and related programs in the Recipient's territory.
- 36. "Operating Costs" means the incremental expenses incurred on account of Project implementation, based on the Annual Work Plans and Budgets approved by the Association pursuant to Section I.C of Schedule 2 to this Agreement, including office equipment and supplies, vehicle operation and maintenance, communication costs, office administration costs, utilities, travel and *per diem*, excluding the salaries of the Recipient's civil servants.
- 37. "Original Financing Agreement" means the financing agreement for the Project between the Recipient and the Association, dated August 9, 2021 (Credit No. 6859-GH).
- 38. "Original Project" means the activities described in Schedule 1 to the Original Financing Agreement.
- 39. "Participating Public Schools" means schools under the Ghana Education Service that are targeted to receive Food Transfer Payments in the GSFP under Part 3.2(a) of the Project.

- 40. "Payment Agreement" means an agreement entered or to be entered into between the Recipient and a Payment Service Provider in accordance with Section I.D.4 of Schedule 2 of this Agreement.
- 41. "Payment Service Provider" means any commercial bank, microfinance institution, non-governmental organization and telecommunication operator selected in accordance with Section I.D.4 of Schedule 2 of this Agreement.
- 42. "Policy, Planning, Monitoring and Evaluation Directorate" means the directorate within MoGCSP, and within MLGDRD, responsible for facilitating planning, policy making, monitoring and evaluation of all programs at the respective ministries.
- 43. "Procurement Regulations" means, for purposes of paragraph 85 of the Appendix to the General Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated November 2020.
- 44. Project Coordination Unit" or "PCU" means a unit established within MoGCSP to implement part of the Complementary Project, and now implementing Parts 3, 4, and 5(a) of the Project, and referred to in Section I.A.2 of Schedule 2 to this Agreement.
- "Project Operational Manual" or "POM" means the manual referred to in Section 45. I.B of Schedule 2 of this Agreement, satisfactory to the Association, describing and setting forth procedures for implementation of the Project and institutional arrangements, consistent with the provisions of this Agreement and with applicable laws and regulations and including, inter alia, (a) institutional coordination and day-to-day execution of the Project; (b) fiduciary arrangements including procurement, disbursement and financial management; (c) environmental and social safeguard guidelines and procedures, including the Safeguard Instruments; (d) monitoring, evaluation, reporting and communications; (e) implementation modalities for each Project component and activity; (f) eligibility criteria, detailed rules and procedures for identification, registration and selection of Beneficiaries, (g) requirements to be fulfilled by Beneficiaries as conditions for the provision of Cash Transfers and LIPW Payments and Start-up Grant under the Project; (h) the mechanisms for verification of compliance with Cash Transfers; (i) LIPW Payments and Start-up Cash Grants; (j) detailed arrangements for the implementation of the GSFP, including modalities for Food Transfer Payments, targeting of schools, procurement of caterers, and enforcement of hygiene and quality standards; and (k) such other administrative, financial, technical and organizational arrangements as required for Project implementation.
- 46. "Project Oversight Committee" or "POC" means the committee referred to in Section I.A.4 of Schedule 2 to this Agreement.

- 47. "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.
- 48. "Single Window Citizen Engagement Services" means the Recipient's program to provide a streamlined system for reporting, receiving, documenting, tracking and closing grievances related to social protection, as well as gender and vulnerability issues.
- 49. "Social Protection Directorate" means a unit within MOGCSP and responsible for the coordination of the social protection programming.
- 50. "Start-up Cash Grant" means a grant to be provided to an Eligible Micro-enterprise Beneficiary in accordance with the provisions of the POM and referred to in Section I.D of Schedule 2 to this Agreement.
- 51. "Sub-Project" means activities involving the identification of microenterprises and preparation of their business plans, to be financed from the proceeds of Start-up Cash Grants under Part 1(b) of the Project.
- 52. "Transfers" means either a Cash Transfer or a Start-up Cash Grant.
- 53. "Training" means expenditures (other than those for consultants' services) Projectrelated study tours, training courses, seminars, workshops and other training activities, not included under goods or service providers' contracts, including costs of training materials, space and equipment rental, travel, accommodation and *per diem* costs of trainees and trainers and trainers' fees, and other training related miscellaneous costs, all based on an Annual Work Plan and Budget agreed with the Association.