



;

CREDIT NUMBER 72490-GH

Financing Agreement

(West Africa Coastal Areas Resilience Investment Project 2)

between

REPUBLIC OF GHANA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION



CREDIT NUMBER 72490-GH

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between REPUBLIC OF GHANA (“Recipient”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”).

WHEREAS (A) the Association, in response to the request of certain Western African countries for solutions and financing to help save the social and economic assets of their coastal areas, has developed the West Africa Coastal Areas Program (the “Program”), which aims to help those countries access expertise and finance to sustainably manage their coastal areas and to strengthen regional integration of countries by working with related regional institutions and agreements, thereby strengthening the resilience of coastal communities and economic assets in Western African countries along the coastline between the Islamic Republic of Mauritania and the Republic of Gabon;

(B) by a financing agreement to be entered into between the Republic of The Gambia and the Association (“Gambia Financing Agreement”), the Association would extend to the Republic of the Gambia a grant in an amount equivalent to thirty-five million one hundred thousand Special Drawing Rights (SDR 35,100,000) to assist the Republic of the Gambia in financing part of the cost of activities related to the Project on the terms and conditions set forth in the Gambia Financing Agreement;

(C) by a financing agreement to be entered into between the Republic of Guinea-Bissau and the Association (“Guinea-Bissau Financing Agreement”), the Association would extend to Guinea-Bissau a grant in an amount equivalent to twenty-three million four hundred thousand Special Drawing Rights (SDR 23,400,000) to assist Guinea-Bissau in financing part of the cost of activities related to the Project on the terms and conditions set forth in the Guinea-Bissau Financing Agreement;

(D) Part 1 of the Project will be carried out by the West African Economic and Monetary Union (“WAEMU”), as further defined in Section I of the Appendix to this Agreement) pursuant to a financing agreement to be entered into between the Association and WAEMU (“WAEMU Financing Agreement”) and under which the Association would extend to WAEMU a grant in an amount equivalent to twelve million five hundred thousand Special Drawing Rights (SDR 12,500,000); and

(E) the International Bank for Reconstruction and Development and the Association (“World Bank”), acting as administrator of the Global Program for the Blue Economy Multi-Donor Trust Fund, would make available financial assistance to the Recipient in an amount not exceeding five million United States dollars (\$5,000,000) to assist the Recipient in financing part of the cost of Parts 2(c)(ii), 2(j) and 3(e) of the Project on the terms and conditions set forth in a grant agreement of even date herewith between

the Recipient and the World Bank, acting as administrator of the Global Program for the Blue Economy Multi-Donor Trust Fund (“PROBLUE Agreement”);

WHEREAS the Association has agreed, on the basis, *inter alia*, of the foregoing, to extend the credit provided for in Article II of this Agreement to the Recipient upon the terms and conditions set forth in this Agreement;

NOW THEREFORE 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 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 May 15 and November 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 Parts 2, 3 and 4 of the Project in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

4.01. The Additional Events of Suspension consist of the following:

- (a) The WAEMU Financing Agreement shall have failed to become effective by December 31, 2023.
- (b) The Association has suspended in whole or in part the right of the WAEMU to make withdrawals under the WAEMU Financing Agreement.
- (c) The ability of the Recipient to perform any of its obligations under this Agreement is materially and adversely affected by any amendment, suspension, abrogation, repeal, waiver or non-enforcement of the Abidjan Convention or any of the Additional Protocols.

ARTICLE V — EFFECTIVENESS; TERMINATION

5.01. The Additional Conditions of Effectiveness consist of the following:

- (a) The PROBLUE Agreement has been executed and delivered and all conditions precedent to its effectiveness or to the right of the Recipient to make withdrawals under it (other than the effectiveness of this Agreement) have been fulfilled.
- (b) The Recipient shall have adopted the Project Implementation Manual, including a monitoring and evaluation manual, under terms and conditions and in form and substance satisfactory to the Association, in accordance with Section I.D.1 of Schedule 2 to this Agreement.

5.02. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.

5.03. 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 VI — REPRESENTATIVE; ADDRESSES

- 6.01. The Recipient's Representative is its minister responsible for finance.
- 6.02. 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

- 6.03. 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

Name: Kenneth Ofori-Atta

Title: Minister for Finance

Date: 20-Dec-2023

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Boutheina Guerhazi

Authorized Representative

Name: Boutheina Guerhazi

Title: Director, Regional Integration

Date: 19-Dec-2023

SCHEDULE 1

Project Description

The objective of the Project is to strengthen the resilience of targeted communities and areas in coastal Western Africa.

The Project consists of the following parts:

Part 1: Strengthening Regional Integration

Strengthen effective regional and national coordination of stakeholders, activities and investments to improve climate resilience in Project coastal areas, through policy harmonization, development of collaborative decision-making support tools, strengthening of regional institutional collaboration and development of new strategic partnerships to scale-up the response to coastal resilience development challenges.

1.1 Regional Strategies, Policies and Governance

Strengthen WAEMU's coastal resilience regional leadership and operationalize coordinated planning, financing and monitoring of coastal resilience investments through: (a) support to implementation of a regional financing mobilization strategy, transfer of finance mobilization functions to WAEMU, establishment of a facility for the development of coastal resilience regional projects, strengthening of coordinated frameworks for coastal resilience investments and operationalization of a regional investment monitoring system, as well as related event planning, outreach, knowledge-sharing and Training; (b) strengthening of a regional governance framework through development of regional strategies and reinforced governance and joint collaboration with regional institutions, and fostered multi-stakeholder dialogue on coastal resilience and the blue economy; and (c) improving environmental and social risk management for investments, as well as technical assistance to support policy harmonization, port sustainability operationalization, strengthen regional coastal agreements and protocols, including related studies, Operating Costs, Training and outreach.

1.2 Regional Technical Support for Coastal Resilience

Provide scaled-up technical implementation, coordination and supervision support at regional and Participating Countries levels, including: (a) Project and partnership coordination, outreach, capacity-building, Training and expertise mobilization, monitoring, evaluation, reporting and knowledge management, fiduciary, communications and environmental and social aspects of the Project; (b) coastal observation operationalization, including institutional and operational support to WARCO, regional data dissemination, support to national monitoring mechanisms, Training and related studies and outreach; and (c) promotion of sustainable management tools, through

strengthening of marine and coastal protected areas and support to development of ecotourism standards, and related studies, capacity-building, outreach and Training.

Part 2: Strengthening the Policy and Institutional Framework

Provide technical and financial support to the development and operationalization in Participating Countries of policy frameworks necessary to implement integrated coastal management plans and land use strategies and promote effective management of transboundary coastal ecosystems and spatial planning, through technical assistance to: strengthen institutional arrangements and policy frameworks in coastal zones and protected areas, develop transboundary contingency plans and a strategy for coastal resilience spatial and multisectoral investment planning and financial sustainability, support Participating Countries' coastal observatories to promote management and protection of coastal ecosystems, and carry out regional integration and harmonization activities.

Specifically for the Recipient: (a) provide support to strengthen institutional and policy frameworks around coastal development, protection, and natural resource, invasive species, and pollution management, including capacity-building of the Recipient's MESTI and other government agencies involved in coastal management and development; (b) setting up of mechanisms for improved inter-institutional coordination; (c) (i) support to improved land use and (ii) sub-national, area-specific marine spatial planning, including data collection and analysis; (d) support to the Recipient's coastal observatory, reporting and private sector engagement, knowledge-sharing, Training, and support to implementation of regional coastal agreements and protocols; (e) development of designated research facilities, equipment, and decision-making tools; (f) support to improved oil and gas pollution contingency planning and response capacity; (g) support for improved plastic pollution management, including operationalization of a circular economy center of excellence and related Training; (h) support to identification of critical investment opportunities, including technical studies, and development of transboundary policy frameworks; (i) establishment of an integrated national-local citizen platform for coastal resource management; and (j) (i) development of a sustainable oceans plan, national marine spatial plans, including studies, capacity-building and outreach required for the purpose; and (ii) plastic pollution management activities, including policy and regulatory design, and support to pilot collection programs.

Part 3: Strengthening National Physical and Social Investments

Carrying out by Participating Countries of Subprojects and Social Subprojects, including financing of green, grey and/or hybrid physical rehabilitation and infrastructure investments in selected areas to reduce flooding and erosion risks, control pollution and manage waste, ecosystem and management restoration, and including related technical studies and regulatory gap analysis, works, equipment, associated management and restoration measures, Training, outreach and related support towards sustainable landscape management practices; and support to local and national stakeholders for outreach and

participatory purposes and identification of livelihood opportunities for coastal communities.

Specifically for the Recipient: (a) financing of Subprojects and Social Subprojects in Korle Lagoon through selected constructions works, dredging, and restoration of the area, and selected livelihood diversification activities; (b) financing of Subprojects and Social Subprojects in Densu Delta to support improved spatial planning and regulatory enforcement capacity, through awareness-raising and capacity-building, works and services to improve management of erosion to protect vulnerable communities, support the protection and restoration of mangroves and coconut palms, towards income generation for local communities, works and services to reduce the impacts of flooding from the Weija reservoir; (c) financing of Subprojects and Social Subprojects in Keta Lagoon to protect and restore mangroves affected by coastal erosion and sea-level rise and protect communities that are vulnerable due to erosion, including works and services, support to community infrastructure, and selected livelihood diversification activities; (d) financing of Subprojects in Winneba and other coastal areas where initiatives are ongoing to restore mangrove areas; and (e) develop a blue carbon strategy and piloting a selected blue carbon mangrove Subproject.

Part 4: National Coordination

Strengthening of Participating Countries' steering and technical committees and Project Implementation Units towards day-to-day management of the Project, including environmental and social, fiduciary and technical aspects, monitoring and evaluation, communication, outreach, and financing of Training and Operating Costs.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements.

1. Ministry of Environment, Science, Technology and Innovation (“MESTI”)

At the national level, the Recipient shall ensure the MESTI leads the implementation of the Project and carries out the overall coordination of the Project.

2. National Steering Committee

The Recipient shall, through MESTI, maintain throughout Project implementation, the National Steering Committee, under terms of reference and with qualified and experienced members in adequate number, all satisfactory to the Association, which shall be vested with the responsibility to provide oversight of and guidance to the Project Implementation Unit during Project implementation. The National Steering Committee shall meet at least once every calendar year during Project implementation and be chaired by the MESTI minister, and shall undertake, *inter alia*: (a) the review and approval of the draft AWP&B; and (b) represent the Recipient at the Project’s Regional Steering Committee.

3. Project Implementation Unit

(a) The Recipient shall, through MESTI, maintain, within its structure, throughout Project implementation, the Project Implementation Unit and comprising a technical team with expertise on all relevant disciplines, all satisfactory to the Association and under terms of reference and with resources adequate for its mandate.

(b) To that end, and without prejudice to the above or the requirements under the ESCP, the Recipient shall: (i) no later than three (3) months after the Effective Date, or any later date agreed upon in writing with the Association, incorporate the Project in MESTI’s internal audit work plan; and (ii) no later than nine (9) months after the Effective Date, or any later date agreed upon in writing with the Association, configure GIFMIS to process Project data, with specifications and under modalities satisfactory to the Association.

4. Technical Committee

The Recipient shall, through MESTI, maintain throughout Project implementation, a Technical Committee comprising the representatives of the sectors and entities concerned with coastal management and involved in Project implementation to ensure technical oversight over the Project, provide quality and improvement support and coordination among Project stakeholders, under terms of reference satisfactory to the Association.

B. Subprojects and Social Subprojects

1. Subprojects

The Recipient shall, through the PIU, carry out, or cause the Subprojects to be carried out, as such Subprojects shall be: (a) identified on the basis of the Project Implementation Manual and the ESCP; and (b) selected and included in the AWP&B to be submitted for the approval of the National Steering Committee.

2. Social Subprojects and Social Subproject Agreements

(a) In order to foster a demand-driven implementation of Part 3 of the Project, Social Subprojects shall be: (i) identified in accordance with the provisions and criteria set forth in the PIM; and (ii) selected and proposed for consideration by an eligible Beneficiary on the basis of a participatory consultative process led by the PIU and included in the AWP&B to be submitted for the approval of the National Steering Committee.

(b) The Recipient, through the MESTI, shall cause the PIU to conclude in a timely manner and under terms and conditions satisfactory to the Association, Social Subproject agreements with Beneficiaries to facilitate the carrying out of Part 3 of the Project and whereby the PIU shall make a portion of the proceeds of the Financing available to the Beneficiary in an efficient and timely manner and under a suitable legal, regulatory and administrative framework to ensure the Financing is used for the intended purposes. To that end, for each Social Subproject proposed for financing under the Financing, the PIU shall conclude a Social Subproject Agreement with a Beneficiary whereby the PIU shall:

(i) transfer a portion of the proceeds of the Financing allocated from time to time to Category (1) to the Beneficiary, on a non-reimbursable basis, for the purposes of carrying out a Social Subproject;

(ii) require the Beneficiary: (A) to carry out the Social Subproject with due diligence and efficiency and in accordance with sound

technical, coastal management, economic, financial, managerial, environmental and social standards and practices satisfactory to the Association, including in accordance with the provisions of the ESCP, the Project Implementation Manual, and the Anti-Corruption Guidelines applicable to recipients of loan proceeds other than the Association; and (B) to provide, promptly as needed, the resources required for the purpose; and

- (iii) obtain rights and specify the Beneficiary's obligations adequate to protect the interests of the Recipient and those of the Association, including: (A) the right to suspend or terminate the right of the Beneficiary to use the proceeds of the Financing or to obtain a refund of all or any part of the amount of the Financing then withdrawn, upon the Beneficiary's failure to perform any of its obligations under the Social Subproject Agreement; (B) if applicable, the Beneficiary's obligation to maintain policies and/or procedures adequate to enable it to monitor and evaluate in accordance with the Monitoring and Evaluation Indicators, the progress of Part 3 of the Project and the achievement of its objective; (C) the Beneficiary's obligation: (aa) if applicable, to maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect the operations, resources and expenditures related to the Social Subproject; and (bb) if applicable and at the Recipient's or the Association's request, to have such financial statements audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association, and promptly furnish the statements as so audited to the Recipient and the Association; (D) the right to enable the Recipient and the Association to inspect the Social Subproject, its operation and any relevant records and documents; and (E) the Beneficiary's obligation to 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.
- (c) The Recipient shall ensure the PIU exercise its rights and carry out its obligations under the Social Subproject Agreements in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall ensure the PIU does not assign, amend, abrogate or waive the Social Subproject Agreements or any of their provisions. Notwithstanding the foregoing, if any of the provisions of a Social Subproject Agreement is inconsistent with the provisions of this

Agreement or the Project Implementation Manual, the provisions of this Agreement and those of the Project Implementation Manual shall prevail and govern.

C. Environmental and Social Standards.

1. 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.
2. 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.
3. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
4. 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.

5. The Recipient shall, 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.
6. 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.

D. Project Implementation Manual

1. The Recipient shall adopt and maintain under terms of reference and in form and substance satisfactory to the Association, a Project Implementation Manual, including a monitoring and evaluation manual, which shall *inter alia* provide for: (a) a detailed description of the institutional and implementation arrangements of the Project; (b) the environmental and social obligations and arrangements for the Project, including a detailed description of the grievance mechanism process as well as any process for recording and reporting Project-related accidents and incidents; (c) the indicators to be used in the monitoring and evaluation of the Project and procedures for Project reporting, monitoring, supervision and evaluation, including the format and content of the Project Reports; (d) external audit and independent verification arrangements; (e) the requirements of the Anti-Corruption Guidelines; and (f) such other arrangements and procedures as shall be required for the effective implementation of the Project.
2. The Recipient shall: (a) take all action required to carry out Parts 2, 3 and 4 of the Project in accordance with the provisions and requirements set forth or referred to in the Project Implementation Manual; (b) submit recommendations to the Association for its consideration for changes and updates of the Project Implementation Manual as they may become necessary or advisable during Project implementation in order to achieve the objectives of out Parts 2, 3 and 4 of the Project; and (c) not assign, amend, abrogate or waive the Project Implementation Manual or any of its provisions without the Association's prior

agreement. Notwithstanding the foregoing, if any of the provisions of the Project Implementation Manual is inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail and govern.

E. Annual Work Plans and Budgets (AWP&B)

1. The Recipient shall prepare, under terms of reference satisfactory to the Association, and furnish to the Association, not later than November 30 in each calendar year of Project implementation, for the Association's consideration, an AWP&B setting forth the activities to be included under Parts 2, 3 and 4 of the Project for the following calendar year, such AWP&B to include an implementation schedule and budget and financing plan therefor.
2. The Recipient shall afford the Association a reasonable opportunity to review and exchange views with the Recipient on such proposed AWP&B and, thereafter, shall implement the AWP&B with due diligence and efficiency as shall have been approved by the Association and the National Steering Committee.

Section II. Project Monitoring, Reporting and Evaluation

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

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: (a) finance Eligible Expenditures; and (b) repay the Preparation Advance; 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)
(1) Goods, works, non-consulting services, consulting services, Operating Costs, Training, Subprojects and Social Subprojects under the	147,685,000	100%

Project, <u>except</u> Parts 1, 2(c)(ii), 2(j)(i) and (ii), and 3(e) of the Project		
(2) Goods, works, non-consulting and consulting services, Operating Costs and Training for Parts 2(c)(ii) and 2(j)(i) of the Project	1,000,000	100%, upon full commitment or disbursement of Category (2) under the PROBLUE Agreement
(3) Refund of Preparation Advance	1,315,000	Amount payable pursuant to Section 2.07 (a) of the General Conditions
TOTAL AMOUNT	150,000,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, 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

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each May 15 and November 15:	
commencing May 15, 2028 to and including November 15, 2047	1.65%
commencing May 15, 2048 to and including November 15, 2052	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) of the General Conditions.

APPENDIX

Section I. Definitions

1. “Abidjan Convention” and “ABC” means, each, the “Convention for Co-operation in the Protection and Development of the Marine and Coastal environment of the West and Central African Region”, whose mandate is to create a common approach and policy for coastal zone management and which sets forth an overarching legal framework for all marine-related programmes in West, Central and Southern Africa for the Republic of Angola, Republic of Benin, the Republic of Cameroon, the Republic of Cape Verde, the Republic of the Congo, the Republic of Côte d’Ivoire, the Democratic Republic of Congo, the Republic of Equatorial Guinea, the Republic of Gabon, the Republic of The Gambia, the Republic of Ghana, the Republic of Guinea, the Republic of Guinea-Bissau, the Republic of Liberia, the Islamic Republic of Mauritania, the Republic of Namibia, the Federal Republic of Nigeria, Sao Tome and Principe, the Republic of Senegal, the Republic of Sierra Leone, the Republic of South Africa and the Togolese Republic.
2. “Additional Protocols” means, individually and indistinctively, the “Protocol Concerning Cooperation in Combating Pollution in Cases of Emergency in the Western and Central Africa Region”, entered into force on August 5, 1984, and the “Additional Protocol to the Abidjan Convention Concerning Cooperation in the Protection and Development of Marine and Coastal Environment from Land-Based Sources and Activities in the Western, Central and Southern African Region”, concluded on June 22, 2012, both signed among the member countries party to the Abidjan Convention; and “Additional Protocol” means individually each and any of the Additional Protocols.
3. “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.
4. "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.
5. “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.

6. “Beneficiary” means a local municipality or *commune* (the Recipient’s smallest territorial division for administrative purposes), a local group, an association, a non-governmental organization or another entity selected in accordance with the provisions of the Project Implementation Manual (as hereinafter defined) for the purposes of preparing and carrying out a Social Subproject (as hereinafter defined) under Part 3.2 of the Project; and the term “Beneficiaries” means more than one Beneficiary, collectively and indistinctively.
7. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
8. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated November 2, 2022, 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.
9. “Environmental and Social Standards” or “ESSs” means, collectively: (i) “Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts”; (ii) “Environmental and Social Standard 2: Labor and Working Conditions”; (iii) “Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management”; (iv) “Environmental and Social Standard 4: Community Health and Safety”; (v) “Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement”; (vi) “Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources”; (vii) “Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan African Historically Underserved Traditional Local Communities”; (viii) “Environmental and Social Standard 8: Cultural Heritage”; (ix) “Environmental and Social Standard 9: Financial Intermediaries”; (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Association.
10. “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).
11. “GIFMIS” means the Ghana integrated financial management information system.
12. “MESTI” means the Recipient’s Ministry of Environment, Science, Technology and Innovation, or its legal successor thereto.

13. “National Steering Committee” or “NSC” means, each, the governance body to be established by each Participating Country (as hereinafter defined) to make decisions on the overall direction of the Project and to oversee the Project Implementation Unit during Project implementation.
14. “Operating Costs” means incremental expenditures incurred by the Recipient on account of implementation of Parts 2, 3 and 4 of the Project, management and monitoring, including: dissemination of Project related information, travel costs, lodging and *per diem* for field trips related to Project implementation; vehicle rent and operation, supplies and utilities, salaries of contracted or temporary staff, mail, advertisement costs, translation costs, commercial bank charges, communication costs, office space rental, office equipment and maintenance, hardware and software, as such costs shall be agreed with the Association on an annual basis, but excluding salaries of officials and/or employees of the Recipient’s civil service.
15. “Participating Countries” means, collectively and indistinctively, the Participating Countries, being The Gambia, Ghana and Guinea Bissau; and “Participating Country” means individually each and any of the Participating Countries.
16. “Preparation Advance” means the advance referred to in Section 2.07 (a) of the General Conditions, granted by the Association to the Recipient pursuant to the letter agreement No. V4160-GH signed on behalf of the Association on January 25, 2022 and on behalf of the Recipient on February 6, 2022.
17. “PROBLUE Agreement” means the grant agreement No. TF B9917 between the Recipient, on the one hand, and the International Bank for Reconstruction and Development and the Association, as administrator of the Global Program for the Blue Economy (PROBLUE) Multi-Donor Trust Fund, on the other hand, for purposes of implementing selected activities under the Project.
18. “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.
19. “Project Implementation Unit” or “PIU” means, each, the unit established by each Participating Country with the responsibility of implementing Parts 2, 3 and 4 of the Project, as referenced in Section I.A.3.(a) of Schedule 2 to this Agreement.
20. “Regional Steering Committee” and “RSC” means, each, the guidance body established by WAEMU in accordance with the agreement between WAEMU and the Association No. D290 dated April 21, 2018, and which shall be maintained through WAEMU for purposes of this Project in accordance with Section I.A.2 of Schedule 2 to the WAEMU Financing Agreement.

21. "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.
22. "Social Subproject" means a specific development project to be carried out in selected coastal communities to sustainably improve livelihood diversification and increase community-led resource management and participation, which is inclusive of women and other marginalized groups selected in accordance with the provisions of the Project Implementation Manual and the ESCP and proposed to be carried out by a Beneficiary under Part 3 of the Project, in part through the utilization of the proceeds of the Financing, and which consists of: (i) investments for community development solutions such as climate resilient community development, small works (such as rehabilitation of small public infrastructures damaged by floods or erosion, cleaning of natural canals, cleaning and improvement of the performance of drainage canals, and de-silting and reforestation of vulnerable areas prone to river and/or oceans flooding) and land and water management practices in watersheds and areas of high ecosystem value; and (ii) income generating activities and business development preparedness activities for climate and disaster risk reduction and diversification of livelihoods.
23. "Subproject" means a specific development project selected in accordance with the provisions of the Project Implementation Manual and the ESCP and proposed to be carried out by under Part 3 of the Project, in part through the utilization of the proceeds of the Financing, and which consists of investments to prevent further degradation of hotspots and/or long-term planning and management of the coast, including for erosion control, flood control, pollution control, encompassing: (i) protection work of coastal areas, through green infrastructures (including, *inter alia*, dune fixation, wetland and mangrove restoration, beach replenishment, natural habitats management such as reduction of invasive species encroachment) and grey infrastructures (including, *inter alia*, construction of breakwaters, seawalls, revetments, groynes and dikes); (ii) flood control operations, through rehabilitation of flood banks, rehabilitation and management of natural flood areas (including, *inter alia*, dredging of rivers), rehabilitation and/or improvement of existing drainage systems in coastal, urban and rural areas, and land and water management practices in watersheds and areas of high ecosystem value; (iii) pollution control and waste management, through industrial and municipal waste and effluent management; solid waste management in coastal hotspots, with special emphasis on marine litter, improved collection, segregation and disposal practices of plastic waste, improved practices for reduction of hazardous material (chemicals, heavy metals, etc.), pollution prevention and control measures of oil spills; (iv) coastal adaptation measures to climate change; and (v) the construction of residential housing and infrastructures (such as roads and social infrastructures), the provision of construction materials, and the restoration of livelihoods and standards of living.
24. "Training" means the reasonable costs for the following expenditures incurred in providing training or workshops, in accordance with a training program set out in the

- AWP&B, and which may include: travel by participants and presenters to the training or workshop site, per diem allowances of such persons during the training or workshop, honoraria for the presenters, rental of facilities, materials, supplies, translation and interpretation services.
25. “WAEMU Financing Agreement” means the agreement to be entered into between WAEMU and the Association, and under which the Association will extend to WAEMU a grant for purposes of implementation of Part 1 of the Project.
 26. “WARCO” means the West Africa Regional Coastal Observatory.
 27. “West African Economic and Monetary Union” and “WAEMU” means, each, *l’Union économique et monétaire ouest-africaine*, the organization established in 1994 to promote economic integration among the countries that share the franc of the Financial Community of Africa as a common currency and comprising eight states (Benin, Burkina Faso, Cote d’Ivoire, Guinea Bissau, Mali, Niger, Senegal, Togo).
 28. “Western Africa” means for the purpose of this Project, the seventeen countries taking part in the Program, namely the seventeen coastal countries and island states in Western Africa between the Sahara Desert and the Gulf of Guinea, and which include the Participating Countries.