

Public Disclosure Authorized

CONFORMED

CREDIT NUMBER 4695-GH

Financing Agreement

(Abidjan-Lagos Trade and Transport Facilitation Project)

between

REPUBLIC OF GHANA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated August 5, 2010

Public Disclosure Authorized



CREDIT NUMBER 4695-GH

FINANCING AGREEMENT

AGREEMENT dated August 5, 2010 entered into between REPUBLIC OF GHANA (“Recipient”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”). 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) constitute an integral part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a credit in an amount equivalent to up to seventy four million six hundred thousand Special Drawing Rights (SDR74,600,000) (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 IV of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate payable by the Recipient on the Unwithdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.
- 2.04. The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.
- 2.05. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.
- 2.06. The Payment Dates are January 1 and July 1 in each year.
- 2.07. The Payment Currency is Dollar.

ARTICLE III — PROJECT

3.01. The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall:

- (a) cause Parts A.1 and A.2 of the Project to be carried out by CEPS;
- (b) cause Parts B.1, B.2, B.3(a) and B.4 of the Project to be carried out by GHA;
- (c) carry out Parts A.3, B.3(b) and C of the Project through MRH; and
- (d) cause Part D of the Project to be carried out by ALCO;

all in accordance with the provisions of Article IV of the General Conditions and the Project Agreement.

3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Recipient and the Association shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

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

- (a) Either party to the GHA Implementation Agreement has failed to perform any of its obligations under the GHA Implementation Agreement.
- (b) Either party to the CEPS Implementation Agreement has failed to perform any of its obligations under the CEPS Implementation Agreement.
- (c) The GHA Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of GHA to perform any of its obligations under the GHA Implementation Agreement.
- (d) The CEPS Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of CEPS to perform any of its obligations under the CEPS Implementation Agreement.

- (e) The ALCO Treaty has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of ALCO to perform any of its obligations under the Project Agreement.
- (f) Either the Benin Financing Agreement or the Togo Financing Agreement fails to become effective by September 30, 2010 or such later date as the Association shall establish by notice to the Recipient.
- (g) The right to withdraw the proceeds of any financing under either the Benin Financing Agreement or the Togo Financing Agreement is suspended, canceled or terminated, in whole or in part, pursuant to the terms of such agreement.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Condition of Effectiveness consists of the following:
 - (a) the GHA Implementation Agreement has been executed and delivered on behalf of the Recipient and GHA; and
 - (b) the CEPS Implementation Agreement has been executed and delivered on behalf of the Recipient and CEPS.
- 5.02. The Additional Legal Matter consists of the following:
 - (a) the GHA Implementation Agreement has been duly authorized or ratified by the Recipient and GHA and is legally binding upon the Recipient and GHA in accordance with its terms; and
 - (b) the CEPS Implementation Agreement has been duly authorized or ratified by the Recipient and CEPS and is legally binding upon the Recipient and CEPS in accordance with its terms.
- 5.03. The Effectiveness Deadline is the date one hundred and twenty (120) days after the date of this Agreement.
- 5.04. For purposes of Section 8.05 (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 date of this Agreement.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

6.01. The Recipient's Representative is its Minister responsible for finance.

6.02. The Recipient's Address is:

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

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

6.03. The Association's Address is:

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

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

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

REPUBLIC OF GHANA

By //s// Kwabena Duffour

Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION

By //s// Ishac Diwan

Authorized Representative

SCHEDULE 1

Project Description

The objective of the Project is to reduce trade and transport barriers in the Recipient's port and on the roads of the Corridor within the Recipient's territory.

The Project, which comprises part of the Program, consists of the following parts:

Part A: Trade Facilitation

1. Carrying out of a program to enhance the collection and sharing among customs administrations along the Corridor of information, experience and lessons learned from the Recipient's new transit system and procedures, such program to include provision of Training and goods required for the purpose.
2. Carrying out of a program to enhance the transit of goods at the Recipient's borders, such program to consist of: (a) upgrading as needed of a joint border post along the Recipient's border with the Republic of Côte d'Ivoire; (b) strengthening of the performance efficiency of the Aflao border post located along the Corridor on the Recipient's border with the Republic of Togo; and (c) as necessary, further development of transit procedures; and provision of goods, utilities and parking lots required for the purpose.
3. Strengthening of the operational capacity of the Recipient's National Road Transport and Transit Facilitation Committee, including provision of goods required for the purpose.

Part B: Improvement of the Corridor's Road Infrastructure

1. Carrying out of a road safety study of the road along the Aflao - Elubo section of the Corridor.
2. Improvement of about 110 km of the road along the Elubo- Agona Junction section of the Corridor, including (a) realignment of about 22 km of the road; (b) rehabilitation overlay in asphalt concrete of about 71 km of the road; (c) reconstruction of about 17 km of the road; and (d) implementation of critical safety measures, based on the results of the road safety study carried out under Part B.1 of the Project, such as treatment of hazardous spots, establishment of roadside transit stops for buses, and installation of signs and markings.

3. Implementation by (a) GHA and (b) MRH of social and environmental mitigation measures required in the carrying out of the activities referred to under Part B.2 of the Project.
4. Design and construction of a rest stop along the Aflao-Elubo section of the Corridor.

Part C: Project Management and Coordination

Management and coordination of Project implementation, including monitoring and evaluation of progress achieved in the execution of the Project, carrying out of audits of the Project accounts, and provision of Training and Operating Costs required for the purpose.

Part D: HIV/AIDS Programs and Corridor Performance Monitoring

1. Formulation and execution of programs of activities aimed at reducing the impact of HIV/AIDS and preventing the spread of HIV infection among communities established and/or operating along the portion of the Corridor located within the Recipient's territory.
2. (a) Collection and treatment of data required to measure and monitor performance in the areas of trade, transport and HIV/AIDS along the Corridor; and (b) wide dissemination of such data across the Recipient's territory and beyond.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. Project Implementation Manual

- (a) The Recipient shall ensure that the Project is carried out in accordance with the Project Implementation Manual.
- (b) The Recipient shall not amend, abrogate, waive or otherwise modify the PIM, or permit the PIM or any provision thereof to be amended, abrogated, waived or otherwise modified, except with the prior written agreement of the Association. In the event of any conflict between the provisions of the PIM and those of this Agreement or the Project Agreement, the latter two agreements shall prevail.

2. Inter-Ministerial Steering Committee

The Recipient shall maintain an inter-ministerial steering committee (“IMSC”) throughout the implementation of the Project with composition and functions acceptable to the Association, to be responsible for providing policy guidance for, and oversight of, the Project.

3. Project Implementation Team

- (a) In order to ensure the prompt and efficient implementation of the Project, the Recipient shall maintain a project implementation team (“PIT”) within MRH throughout the implementation of the Project with functions and responsibilities acceptable to the Association and with staff in adequate numbers whose qualifications and experience shall be at all times acceptable to the Association; such team to be responsible for providing overall coordination for implementation of the Project and for fostering communication and cooperation among the relevant stakeholders concerned with the Project or involved in the implementation of any part of the Project.

- (b) Without limitation on the foregoing, the Recipient shall, through the PIT:
 - (i) consolidate for forwarding to the Association all reports and documentation pertaining to the Project required to be provided to the Association;
 - (ii) liaise with ALCO and provide promptly to ALCO all assistance (including, without limitation, all data and access to facilities) required by ALCO for its implementation of Part D of the Project;
 - (iii) coordinate procurement processes;
 - (iv) monitor compliance with Project implementation schedules;
 - (v) monitor and report on financial aspects of the Project; and
 - (vi) review all technical and financial reports.
- (c) To ensure the proper coordination of the Project, the Recipient shall ensure that GHA and CEPS shall at all times coordinate their activities under the Project with the PIT.

B. Annual Work Plans

1. The Recipient shall prepare and furnish to the Association for its approval, not later than November 30 in each Fiscal Year during the implementation of the Project, an annual work plan covering all activities to be carried out in the following Fiscal Year, together with a budget, including amounts of Recipient counterpart funding and other sources of financing required for the purpose.
2. Thereafter, the Recipient shall allocate the necessary counterpart funds and carry out the Project or cause the Project to be carried out with due diligence in accordance with such annual work plan, and on the basis of such budget, as shall have been approved by the Association (“Annual Work Plan”).

C. GHA Implementation Agreement and CEPS Implementation Agreement

1. For purposes of CEPS’ s Respective Part of the Project, the Recipient shall make the proceeds of the Financing allocated from time to time to Category (1) available to CEPS (“CEPS Subsidiary Financing”), under an implementation agreement (“CEPS Implementation Agreement”) on terms and conditions approved by the Association, which shall include the terms and conditions set forth in paragraph 3 of this Part C.
2. For purposes of GHA’s Respective Part of the Project, the Recipient shall make the proceeds of the Financing allocated from time to time to Category (2) available to GHA (“GHA Subsidiary Financing”), under an implementation agreement (“GHA Implementation Agreement”) on terms and conditions approved by the Association, which shall include the terms and conditions set forth in paragraph 3 of this Part C.

3. The CEPS Subsidiary Financing and the GHA Subsidiary Financing shall each be made on a grant basis. The Recipient shall obtain rights adequate to protect its interests and those of the Association under each of the CEPS Implementation Agreement and GHA Implementation Agreement, including the right to:
 - (a) suspend or terminate the right of CEPS or GHA (as applicable) to use the proceeds of the CEPS Subsidiary Financing or GHA Subsidiary Financing (as applicable), or obtain a refund of all or any part of the amount of the CEPS Subsidiary Financing or GHA Subsidiary Financing (as applicable) then withdrawn, upon CEPS's or GHA's (as applicable) failure to perform any of its obligations under the CEPS Implementation Agreement or GHA Implementation Agreement (as applicable); and
 - (b) require each of CEPS and GHA to:
 - (i) carry out its Respective Part of the Project with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the Association, including in accordance with the provisions of the Safeguards Documents and Anti-Corruption Guidelines applicable to recipients of loan proceeds other than the Recipient;
 - (ii) provide, promptly as needed, the resources required for the purpose;
 - (iii) procure the goods, works and services to be financed out of the proceeds of the CEPS Subsidiary Financing or GHA Subsidiary Financing (as applicable) in accordance with the provisions of this Agreement;
 - (iv) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Association, the progress of its Respective Part of the Project and the achievement of its objectives;

- (v) (A) 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 its operations, including the operations, resources and expenditures related to its Respective Part of the Project; and (B) have such financial statements audited annually 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;
 - (vi) enable the Recipient and the Association to inspect its Respective Part of the Project, its operation and any relevant records and documents; and
 - (vii) 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.
4. The Recipient shall exercise its rights under the CEPS Implementation Agreement and GHA Implementation Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing.
 5. The Recipient shall not assign, amend, abrogate, waive or otherwise modify the CEPS Implementation Agreement or the GHA Implementation Agreement (or any provisions thereof), except with the prior written agreement of the Association.

D. Anti-Corruption

The Recipient shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.

E. Safeguards

1. The Recipient shall ensure that the Project is carried out in accordance with the provisions of the Safeguards Documents.

2. To that end, the Recipient shall: (a) under terms of reference satisfactory to the Association, monitor the implementation of the measures required under the Safeguards Documents, and prepare and furnish to the Association each calendar semester, a report on the status of compliance with the Safeguards Documents, giving details of: (i) measures taken in furtherance of the Safeguards Documents; (ii) conditions, if any, which interfere or threaten to interfere with the smooth implementation of measures required under the Safeguards Documents; and (iii) remedial measures taken or required to be taken to address such conditions; and (b) thereafter take such remedial measures referred to in (a), taking into consideration the comments of the Association thereon.
3. Without limitation upon the foregoing, the Recipient shall, under Part B.3 of the Project, ensure that the amounts specified in the RAP that are required to be paid as compensation to the Displaced Persons have been allocated and paid to the Displaced Persons in accordance with the schedule and other provisions of the RAP.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

1. (a) The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of the indicators set forth below in sub-paragraph (b) of this paragraph. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the Association not later than forty-five (45) days after the end of the period covered by such report.
- (b) The performance indicators referred to above in sub-paragraph (a) consist of the following:
 - (i) reduction in border crossing time for trucks at the Aflao border with the Republic of Togo;
 - (ii) reduction in border crossing time for trucks at the Elubo border with the Republic of Côte d'Ivoire;
 - (iii) increase in the percentage of the Corridor roads located in the Recipient's territory which are in good and fair condition;
 - (iv) number of kilometers of rehabilitated roads of the Corridor located in the Recipient's territory; and

- (v) increase in the percentage of truck drivers reporting use of condoms with a casual partner during the last sexual activity.
2. For purposes of Section 4.08 (c) of the General Conditions, the report on the execution of the Project and related plan required pursuant to that Section shall be furnished to the Association not later than six (6) months prior to the Closing Date.

B. Financial Management, Financial Reports and Audits

1. The Recipient shall maintain or cause to be maintained a financial management system in accordance with the provisions of Section 4.09 of the General Conditions.
2. Without limitation on the provisions of Part A of this Section, the Recipient shall prepare and furnish to the Association not later than forty-five (45) days after the end of each calendar quarter, interim unaudited financial reports for the Project covering the quarter, in form and substance satisfactory to the Association.
3. The Recipient shall have its Financial Statements audited in accordance with the provisions of Section 4.09(b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one fiscal year of the Recipient. The audited Financial Statements for each such period, shall be furnished to the Association not later than six months after the end of such period.
4. In order to ensure the timely carrying out of the audit referred to above in Part B.3 of this Section II, the Recipient shall, not later than four (4) months following the Effective Date, appoint auditors in accordance with the provisions of Section III of this Schedule, for the purpose of carrying out such audits.

Section III. Procurement

A. General

1. **Goods and Works.** All goods and works required for the Project to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Section I of the Procurement Guidelines, and with the provisions of this Section.
2. **Consultants' Services.** All consultants' services required for the Project to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines, and with the provisions of this Section.
3. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Association of

particular contracts, refer to the corresponding method described in the Procurement Guidelines, or Consultant Guidelines, as the case may be.

B. Particular Methods of Procurement of Goods and Works

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods and works shall be procured under contracts awarded on the basis of International Competitive Bidding.
2. **Other Methods of Procurement of Goods and Works.** The following table specifies the methods of procurement, other than International Competitive Bidding, which may be used for goods and works. The Procurement Plan shall specify the circumstances under which such methods may be used:

Procurement Method
(a) National Competitive Bidding, subject to the following: <ol style="list-style-type: none"> (i) foreign bidders shall be allowed to participate in National Competitive Bidding procedures without restriction of any kind; (ii) bidders shall be given at least one month to submit bids from the date of the invitation to bid or the date of availability of bidding documents, whichever is later; (iii) no domestic preference shall be accorded to domestic bidders for goods or works; and (iv) in accordance with paragraph 1.14(v) of the Procurement Guidelines, each bidding document and contract financed out of the proceeds of the Credit shall provide that: (A) the bidders, suppliers, contractors and subcontractors shall permit the Association, at its request, to inspect their accounts and records relating to the bid submission and performance of the contract, and to have said accounts and records audited by auditors appointed by the Association; and (B) the deliberate and material violation by the bidder, supplier, contractor or subcontractor of such provision may account to an obstructive practice as defined in paragraph 1.14(a)(v) of the Procurement Guidelines.
(b) Shopping
(c) Direct Contracting

C. Particular Methods of Procurement of Consultants’ Services

1. **Quality- and Cost-based Selection.** Except as otherwise provided in paragraph 2 below, consultants’ services shall be procured under contracts awarded on the basis of Quality and Cost-based Selection.

- 2. Other Methods of Procurement of Consultants’ Services.** The following table specifies methods of procurement, other than Quality and Cost-based Selection, which may be used for consultants’ services. The Procurement Plan shall specify the circumstances under which such methods may be used.

Procurement Method
(a) Least-Cost Selection
(b) Selection Based on the Consultants’ Qualifications
(c) Individual Consultants
(d) Single Source Selection

D. Review by the Association of Procurement Decisions

1. Except as the Association shall otherwise determine by notice to the Recipient, the following contracts shall be subject to Prior Review by the Association:
 - (a) each contract for works or non consulting services estimated to cost the equivalent of \$5,000,000 or more;
 - (b) each contract for goods estimated to cost the equivalent of \$500,000 or more;
 - (c) each of the first two contracts for works, goods or non consulting services procured on the basis of National Competitive Bidding;
 - (d) each contract for goods, works or non-consulting services procured on the basis of Direct Contracting;
 - (e) each contract for consultants’ services estimated to cost the equivalent of \$100,000 or more; and
 - (f) the first two contracts for consultants’ services procured on the basis of Consultants’ Qualifications.

2. The terms of reference for each contract for consultants’ services, regardless of the amount of the contract; each contract for consultants’ services to be awarded to an individual consultant and estimated to cost the equivalent of \$100,000 or more; and each contract for consultants’ services to be awarded to an individual consultant on a sole source basis, shall be subject to the Association’s review and approval prior to the award of the contract for such services.

3. All other contracts shall be subject to Post Review by the Association.
4. For any Training activities proposed to be carried out during the period covered by the Procurement Plan, the Recipient shall identify in a training plan the general framework of such Training, and shall specify: (a) the type of Training; (b) the purpose of the Training; (c) the personnel to be trained; (d) the institution or individual who will conduct the Training; (e) the location of the Training; (f) the duration of the proposed Training; and (g) the expected outcome and impact of the Training.

Section IV. Withdrawal of the Proceeds of the Financing

A. General

1. The Recipient may withdraw the proceeds of the Financing in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Association shall specify by notice to the Recipient (including the “World Bank Disbursement Guidelines for Projects” dated May 2006, as revised from time to time by the Association and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.
2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Financing (“Category”), the allocations of the amounts of the Financing to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

Category	Amount of the Financing Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works, services and Training under CEPS’s Respective Part of the Project	1,600,000	100%
(2) Goods, works and services, under GHA’s Respective Part of the Project	72,000,000	100%

(3) Goods, services, Training and Operating Costs under the Recipient's Respective Part of the Project	1,000,000	100%
TOTAL AMOUNT	74,600,000	

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 date of this Agreement.
2. The Closing Date is September 30, 2016.

SCHEDULE 3**Repayment Schedule**

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each January 1 and July 1:	
commencing July 1, 2020 to and including January 1, 2030; and	1.25%
commencing July 1, 2030 to and including January 1, 2045.	2.50%

* 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 3.03 (b) of the General Conditions.

APPENDIX

Definitions

1. “ALCO” means the Abidjan-Lagos Corridor Organization established pursuant to the Additional Protocol for the Fight Against HIV/AIDs dated April 30, 2002 among the Recipient, the Republics of Côte d’Ivoire, Togo, Benin and Federal Republic of Nigeria.
2. “ALCO Treaty” means (i) the Additional Protocol for the Fight Against HIV/AIDs dated April 30, 2002 among the Recipient, the Republics of Côte d’Ivoire, Benin and Togo, and Federal Republic of Nigeria; (ii) ALCO *Réglement d’Administration Générale* dated 2006; (iii) the Memorandum of Understanding on Transport and Trade Facilitation along the Abidjan Lagos Road Corridor dated September 11, 2007 among the Recipient, the Republics of Côte d’Ivoire, Benin and Togo and Federal Republic of Nigeria and Economic Community of West African States (“ECOWAS”) Commission; and (iv) the Memorandum of Understanding on the Facilitation of Road Transport and Transit Along Abidjan-Lagos Corridor dated July 31, 2008 between ALCO and ECOWAS.
3. “Annual Work Plan” means each annual work plan for the Project, together with the budget and financing arrangements therefor, as approved by the Association pursuant to Section I.B. of Schedule 2 to this Agreement.
4. “Anti-Corruption Guidelines” means the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006.
5. “Benin Financing Agreement” means the financing agreement entered into or to be entered into between the Republic of Benin and the Association and related to the financing of certain activities on the portion of the Corridor located on the Republic of Benin’s territory that are related to this Project.
6. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
7. “CEPS” means the Recipient’s Customs, Excise and Preventive Service, established under the CEPS Legislation and operating in accordance with the laws of the Recipient.
8. “CEPS Implementation Agreement” means the agreement referred to in Section I.C of Schedule 2 to this Agreement pursuant to which the Recipient shall make part of the proceeds of the Financing available to CEPS.

9. “CEPS Legislation” means the Recipient’s Customs, Excise and Preventive Service Law, PNDC Law 144, 1986 and governed by the Recipient’s CEPS Management Law, PNDC Law 330, 1993, as amended from time to time.
10. “CEPS Subsidiary Financing” means the part of the proceeds of the Financing to be made available to CEPS pursuant to the CEPS Implementation Agreement and allocated from time to time to Category (1).
11. “Consultant Guidelines” means the “Guidelines: Selection and Employment of Consultants by World Bank Borrowers” published by the Bank in May 2004 and revised in October 2006.
12. “Corridor” means the portion of approximately 1,000 km of road extending from the city of Abidjan in the Republic of Côte d’Ivoire to the city of Lagos in the Federal Republic of Nigeria and running along the coast of the Republic of Ghana, the Republic of Togo and the Republic of Benin.
13. “Displaced Person” means any person who, on account of the execution of the Project, has experienced or would experience direct economic and social impacts caused by: (a) the involuntary taking of land, resulting in (i) relocation or loss of shelter; (ii) loss of assets or access to assets; or (iii) loss of income sources or means of livelihood, whether or not such person must move to another location; or (b) the involuntary restriction of access to legally designated parks and protected areas, resulting in adverse impacts on the livelihood of such person.
14. “ESIA” means the environmental and social impact assessment and the environmental management plan relating to the Project prepared and adopted by the Recipient and set forth in the document entitled Environmental and Social Impact Assessment (ESIA) for the Agona Junction – Elubo Road Project dated October 23, 2009, which (a) establishes the set of mitigation, enhancement, monitoring, and institutional measures to be taken during implementation of the Project to eliminate any adverse environmental and social impacts, offset them, reduce them to acceptable levels, or to enhance positive impacts of the Project activities, and (b) sets out a plan which outlines the mitigation measures and other arrangements to be implemented in connection with the Project, as such plan may be amended by the Recipient from time to time in accordance with the terms of this Agreement.
15. “Fiscal Year” means the fiscal year of the Recipient, which commences on January 1 and ends on December 31.
16. “General Conditions” means the “International Development Association General Conditions for Credits and Grants”, dated July 1, 2005 (as amended through October 15, 2006).

17. “GHA” means Ghana Highway Authority established under the Recipient’s Ghana Highway Authority Decree, 1974 (N.R.C.D. 298) and governed by the Recipient’s Ghana Highway Authority Act, 1997 (Act 540), as the same may be amended from time to time.
18. “GHA Implementation Agreement” means the agreement referred to in Section I.C of Schedule 2 to this Agreement pursuant to which the Recipient shall make part of the proceeds of the Financing available to GHA.
19. “GHA Legislation” means the Recipient’s Highway Authority Decree, 1974 (N.R.C.D. 298) and Highway Authority Act, 1997 (Act 540), as the same may be amended from time to time.
20. “GHA Subsidiary Financing” means the part of the proceeds of the Financing to be made available to GHA pursuant to the GHA Implementation Agreement and allocated from time to time to Category (2).
21. “HIV/AIDS” means the Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome.
22. “IMSC” means the Inter-Ministerial Steering Committee referred to in Section I.A.2. of Schedule 2 to this Agreement.
23. “MRH” means the Recipient’s Ministry of Roads and Highways, and any successor thereto.
24. “National Road Transport and Transit Facilitation Committee” means the committee established by the Recipient pursuant to Decision A/Dec. 9/01/05 Creating Road Transport and Transit Facilitation and Cross-border Corridor Management Committees in West Africa, dated January 19, 2005 issued by Economic Community of West African States, as the same may be revised from time to time.
25. “Operating Costs” means the incremental expenses incurred by the Recipient based on amounts and budgets approved by the Association, for Project implementation, management, and monitoring, on account of office space rental and utilities, office supplies and equipment, bank charges, communications, vehicle operation, maintenance, insurance cost, building and equipment maintenance, travel, supervision and advertising, salaries of contractual staff but excluding salaries for members of the Recipient’s civil service.
26. “Procurement Guidelines” means the “Guidelines: Procurement under IBRD Loans and IDA Credits” published by the Bank in May 2004 and revised in October, 2006.

27. “Procurement Plan” means the Recipient’s procurement plan for the Project dated September 7, 2009 and referred to in paragraph 1.16 of the Procurement Guidelines and paragraph 1.24 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.
28. “Program” means, collectively, this Project and the project described under each of the Benin Financing Agreement and the Togo Financing Agreement.
29. “Project Implementing Entity” means ALCO.
30. “Project Implementation Manual” or “PIM” means the project implementation manual dated February 12, 2010 and referred to in Section 1.A.1. of Schedule 2 to this Agreement, including any schedules to the manual, which outlines the institutional and operational arrangements for implementation of the Project, including procurement procedures, terms of reference of staff and other administrative, financial and organizational arrangements, as such manual may be amended by the Recipient from time to time in accordance with the terms of this Agreement.
31. “PIT” means the project implementation team referred to in Section 1.A.3. of Schedule 2 to this Agreement.
32. “RAP” means the resettlement action plan prepared and adopted by the Recipient and set forth in the document entitled Resettlement Action Plan - Reconstruction of Agona Junction – Elubo Road, dated November 1, 2009.
33. “Respective Part of the Project” means: (a) in respect of CEPS, Parts A.1 and A.2 of the Project; (b) in respect of GHA, Parts B.1, B.2, B.3(a) and B.4 of the Project; (c) in respect of the Recipient, Parts A.3, B.3(b) and C of the Project; and (d) in respect of ALCO, Part D of the Project.
34. “Safeguards Documents” means the ESIA and RAP.
35. “Togo Financing Agreement” means the financing agreement entered into or to be entered into between the Republic of Togo and the Association for the financing of certain activities on the Corridor that are related to this Project.
36. “Training” means the training provided under the Project, based on annual budgets and programs approved by the Association in writing, such term including seminars, workshops, conference and study tours, and costs associated with such activity consisting of travel and subsistence costs for training participants, costs of securing the services of trainers, rental of training facilities, preparation and reproduction of training materials and other costs directly related to course preparation and implementation.

