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**CREDIT NUMBER 4600-GH**

# **Financing Agreement**

**(Transport Sector Project)**

**between**

**REPUBLIC OF GHANA**

**and**

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

**Dated August 14, 2009**



**CREDIT NUMBER 4600 -GH**

**FINANCING AGREEMENT**

AGREEMENT dated August 14, 2009, entered into between the REPUBLIC OF GHANA (“Recipient”) and the 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 one hundred fifty million five hundred thousand Special Drawing Rights (SDR 150,500,000) (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 The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.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 Payment Dates are January 1 and July 1 in each year.
- 2.06. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.
- 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 carry out the Project in accordance with the provisions of Article IV of the General Conditions.
- 3.02. Without limitation to 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 Event of Suspension is that any party to any Implementation Agreement has failed to carry out any of its obligations under the Implementation Agreement.

**ARTICLE V — EFFECTIVENESS; TERMINATION**

- 5.01. The Additional Conditions of Effectiveness consist of the following:
  - (a) The Recipient has adopted the Project Implementation Manual, in form and substance satisfactory to the Association.
  - (b) The Implementation Agreements have been duly executed by the parties thereto.
- 5.02. The Additional Legal Matter is that the Implementation Agreements have been duly authorized by the parties thereto and are legally binding upon such parties in accordance with their terms.
- 5.03. The Effectiveness Deadline is the date ninety (90) days 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:

The Minister  
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 Duffuor**

**Authorized Representative**

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

**By /s/ Ishac Diwan**

**Authorized Representative**

## **SCHEDULE 1**

### **Project Description**

The objectives of the Project are to improve mobility of goods and passengers through reduction of travel time and vehicle operating costs and to improve road safety standards.

The Project consists of the following parts:

#### **A. Support to MRH**

Support to MRH to:

1. carry out selected feasibility studies related to its investment program;
2. integrate trunk, urban, and feeder road networks and associated service activities into a geographical information system, strengthen road operating and safety standards and axle load control, strengthen the management of road financing, and carry out other road sector policy and institutional reforms;
3. strengthen its management information system and prepare a human resource development strategy; and
4. participate in national and international training courses relevant to its functions.

#### **B. Support to Road Sector and Educational Entities**

1. Support to DVLA to: (a) develop improved driver and vehicle licensing methods and standardize licensing procedures, permits and collection of associated revenue; (b) develop improved procedures for enforcement of driver and vehicle licensing regulations; and (c) develop improved ground facilities for driver testing.
2. Support to NRSC to: (a) obtain road safety equipment; (b) produce and distribute handbills, information and publicity material to raise awareness of road safety; (c) provide facilities and equipment for emergency response services; and (d) organize related road safety and emergency response training activities for selected NRSC personnel.
3. Support to KNUST to: (a) construct and equip teaching and laboratory facilities; and (b) develop and deliver post-graduate training courses on the efficient and effective management of the transport sector.

4. Support to GTTC to: (a) develop and expand its facilities for artisans' training in the road sector, including the construction and furnishing of lecture halls and lodging and workshop facilities; (b) set up, in collaboration with NRSC and DVLA, a pilot driving academy; and (c) educate mechanics on vehicle maintenance standards.

**C. Improvement of Trunk Roads**

Support to GHA to:

1. rehabilitate the trunk road between Ayamfuri and Asawinso, including the provision of technical assistance for the supervision of the works and related environmental and social safeguards measures; and
2. strengthen its technical capacity to improve trunk roads including the provision of axle load equipment.

**D. Improvement of Urban Roads and Infrastructure**

Support to DUR to:

1. rehabilitate the Burma Camp Road in Accra, including the provision of technical assistance for the supervision of the works and related environmental and social safeguards measures;
2. rehabilitate the Giffard Road in Accra, including the provision of technical assistance for the supervision of the works and related environmental and social safeguards measures;
3. (a) improve public transport infrastructure in Accra along the bus rapid transport corridor and tributaries in Accra, including bus stations, junction improvements, terminals and depots, and including the provision of technical assistance for the supervision of the works and related environmental and social safeguards measures; and (b) prepare a public transport management plan for central Accra; and
4. strengthen its technical capacity to improve urban roads and infrastructure.

**E. Improvement of Feeder Roads**

Support to DFR to carry out minor rehabilitation and improvement works of selected feeder roads throughout the Recipient's territory, including technical assistance for the supervision of the works and related environmental and social safeguards measures, and to strengthen its technical capacity to improve feeder roads.



**F. Support to MOT and Other Transport Sector Entities**

1. Support to MOT to: (a) make the GRDA operational; (b) carry out studies on the development of public-private partnerships in the transport sector; and (c) build its capacity in transport planning, procurement, financial, project and safeguards management.
2. Support to GACL to: (a) carry out detailed design, environmental and social studies for the adaptation of Takoradi airport for civilian purposes; and (b) prepare a master plan for development of regional airports.
3. Support to GCAA to carry out studies on aviation sector development and develop regulations for the aviation industry.
4. Support to GPHA to carry out a feasibility study for the dualization of the Meridian Road in Tema.
5. Support to GMA to carry out a feasibility study for the improvement of transportation on Volta Lake.
6. Support to VLTC to carry out feasibility studies for the development of landing stages and reception facilities on Volta Lake.
7. Support to RMU to improve its training capacity to provide maritime training services for the West Africa Region.

**G. Project Management**

Provision of technical assistance, vehicles, equipment and other operational support to the Implementing Agencies to carry out the coordination, administration, monitoring, evaluation and audit of the Project.

**SCHEDULE 2****Project Execution****Section I. Implementation Arrangements****A. Project Steering Committee**

1. The Recipient shall maintain, at all times during the implementation of the Project, a Project Steering Committee with a mandate, composition and resources satisfactory to the Association.
2. Without limitation to the provisions of paragraph 1 of this Part A, the PSC shall be chaired by the Chief Director of MRH, and comprise representatives of the Recipient's Ministry of Finance and Economic Planning and the Implementing Agencies.
3. Without limitation to the provisions of paragraph 1 of this Part A, the PSC shall be responsible for, *inter alia*: (a) facilitating the coordination of Project activities among the entities represented in the PSC, and making recommendations for removal of any obstacles to the implementation of the Project; (b) approving the Annual Work Plans and Budgets; and (c) reviewing annually, or more often if required, progress made towards achieving the Project's objectives.

**B. Implementing Agencies**

1. The Recipient shall ensure that MRH and MOT are maintained at all times during the implementation of the Project with functions, staffing and resources satisfactory to the Association, for the purpose of ensuring the efficient implementation of the Project.
2. Without limitation to the provisions of paragraph 1 of this Part B, MRH shall be responsible for: (a) the day-to-day implementation, procurement, financial management, environmental and social safeguards management, and monitoring and evaluation of activities under: (i) Part A of the Project; (ii) Part B of the Project, with the assistance and technical inputs of the relevant Beneficiary Agencies: respectively DVLA for Part B.1, NRSC for Part B.2, KNUST for Part B.3 and GTTC for Part B.4; (iii) Part D of the Project, through DUR; and (iv) Part E of the Project, through DFR; and (b) the overall coordination, monitoring, reporting, evaluation and audit of the Project, with the assistance of the PIT.
3. Without limitation to the provisions of paragraph 1 of this Part B, MOT shall be responsible for the day-to-day implementation, procurement, financial management, and monitoring and evaluation of activities under: (a) Part F.1 of

the Project; and (b) Parts F.5, F.6 and F.7 of the Project, with the assistance and technical inputs of the relevant Beneficiary Agencies: respectively GMA for Part F.5, VLTC for Part F.6, and RMU for Part F.7.

4. Without limitation to the provisions of paragraph 1 of this Part B, the Recipient shall cause the day-to-day implementation, procurement, financial management, environmental and social safeguards management, and monitoring and evaluation of: (a) Part C to be carried out by GHA; (b) Part F.2 to be carried out by GACL; (c) Part F.3 to be carried out by GCAA; and (d) Part F.4 to be carried out by GPHA.

**C. Project Implementation Team**

1. Without limitation to the provisions of Part B of this Section, the Recipient shall maintain, at all times during the implementation of the Project, a Project Implementation Team with functions, staffing and resources satisfactory to the Association.
2. Without limitation to the provisions of paragraph 1 of this Part C, the PIT shall be headed by the Director of Policy and Planning of MRH and comprise: (a) a procurement team, consisting of selected procurement staff from the Implementing Agencies; (b) a financial management team, consisting of heads of accounts of the Implementing Agencies; (c) environmental and social safeguards staff from the relevant Implementing Agencies; and (d) technical and other project administration staff from the Implementing Agencies as shall be required for the purposes of the Project, all with terms of reference, experience and qualifications satisfactory to the Association.
3. Without limitation to the provisions of paragraph 1 of this Part C, the PIT shall be responsible for, *inter alia*: (a) facilitating the administration and coordination of procurement, financial management, environmental and social safeguards and other implementation arrangements; and (b) reporting to the PSC and the Association on all matters pertaining to the implementation of the Project and the use of the proceeds of the Financing.

**D. Implementation Agreements**

1. MRH shall enter into an implementation agreement with GHA and MOT shall enter into an implementation agreement with GACL, GCAA and GPHA, both under terms and conditions approved by the Association, which shall specify the respective roles and responsibilities of the MRH, MOT and the other Implementing Agencies with regard to the technical, environmental, social, financial and procurement management and monitoring, evaluation and reporting on the Project.

2. The Recipient shall ensure that the Project is carried out in accordance with the Implementation Agreements (provided, however, that in case of any conflict between the provisions of the Implementation Agreements and the provisions of this Agreement, the provisions of this Agreement shall prevail), and shall exercise its rights under the Implementation Agreements in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing.
3. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive any Implementation Agreement or any of its provisions.

**E. Project Implementation Manual**

1. The Recipient shall adopt a Project Implementation Manual in form and substance satisfactory to the Association, containing detailed arrangements and procedures for: (a) institutional coordination and day-to-day execution of the Project; (b) Project budgeting, disbursement and financial management; (c) procurement; (d) environmental and social safeguard guidelines; (e) monitoring, evaluation, reporting and communication; and (f) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project.
2. The Recipient shall carry out the Project in accordance with the arrangements and procedures set out in the PIM (provided, however, that in case of any conflict between the arrangements and procedures set out in the PIM and the provisions of this Agreement or the Implementation Agreements, the provisions of this Agreement or the Implementation Agreements, as the case may be, shall prevail) and, except as the Association shall otherwise agree, shall not amend, abrogate or waive any provision of the PIM.

**F. Annual Work Plans and Budgets**

1. The Recipient shall prepare and furnish to the Association for its approval, not later than November 1 of each year during the implementation of the Project, an Annual Work Plan and Budget containing all eligible Project activities and expenditures planned for the following fiscal year of the Recipient, and shall ensure that the Project is implemented in accordance with the approved Annual Work Plans and Budgets; provided, however, that in case of any conflict between the Annual Work Plans and Budgets and the provisions of this Agreement, the provisions of this Agreement shall prevail.
2. The Recipient shall not make or allow to be made any change to the approved Annual Work Plan and Budget without prior approval in writing by the Association.

**G. Environmental and Social Safeguards Management**

1. The Recipient shall ensure that the Project is carried out in accordance with the provisions of the ESMF, the RPF, the EIAs, the EMPs and the RAPs in a manner satisfactory to the Association.
2. Without limitation to the provisions of paragraph 1 of this Part G, the Recipient shall, prior to any construction, rehabilitation and maintenance activity under the Project that is not covered by the EIAs, the EMPs and the RAPs under paragraph 1 of this Part G: (a) carry out an environmental impact assessment and prepare and disclose an environmental management plan and a resettlement action plan for any such activity in accordance with the ESMF and the RPF, all in form and substance and in a manner acceptable to the Association; and (b) thereafter take all such measures as necessary or appropriate to comply with the requirements of any such assessment and plan for any such activity.
3. The Recipient shall not abrogate, amend or waive, or permit to be abrogated, amended or waived, the ESMF, the RPF, the EIAs, the EMPs and the RAPs (including any environmental impact assessments, environmental management plans and resettlement action plans prepared under paragraph 2 of this Part G) or any provision thereof, without prior approval in writing by the Association.
4. The Recipient shall monitor and regularly report to the Association, including through the Project Reports referred to in Part A of Section II of this Schedule, the status of compliance with the ESMF, the RPF, the EIAs, the EMPs and the RAPs (including any environmental impact assessments, environmental management plans and resettlement action plans prepared under paragraph 2 of this Part G), giving details of: (a) measures taken or to be taken in accordance with the said frameworks, assessments and plans; (b) conditions, if any, which interfere or threaten to interfere with the implementation of the said frameworks, assessments and plans; and (c) remedial measures taken or to be taken to address such conditions.
5. In case of any conflict between the provisions of the ESMF, the RPF, the EIAs, the EMPs and the RAPs (including any environmental impact assessments, environmental management plans and resettlement action plans prepared under paragraph 2 of this Part G) and the provisions of this Agreement, the provisions of this Agreement shall prevail.

**H. Anti-Corruption**

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

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

1. 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 paragraph 2 of this Part A. Each Project Report shall cover the period of one calendar year, and shall be furnished to the Association not later than one month after the end of the period covered by such report.
2. The performance indicators referred to in paragraph 1 of this Part A consist of the following, with minimum targets set to be achieved as of the Closing Date: (a) reduction of average travel time on Project-financed roads by at least 20 percent; (b) reduction of average annual vehicle operating cost (in real terms) on Project-financed roads by at least 10 percent; (c) reduction of fatality rate from 22 per 10,000 vehicles to 19 per 10,000 vehicles; (d) increase of the Rural Accessibility Index from 53 percent to 57 percent; and (e) improvement of trunk road network in good and fair condition from 83 percent to 88 percent, for urban roads from 36 percent to 50 percent, and for feeder roads from 72 percent to 85 percent.
3. On or about the date thirty (30) months after the Effective Date, the Recipient shall undertake in conjunction with the Association and the Implementing Agencies a comprehensive mid-term review of the Project during which it shall exchange views generally on all matters relating to the progress of the Project, the performance by the Recipient of its obligations under the Financing Agreement and the performance by the Implementing Agencies of their obligations under the Implementation Agreements.

**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 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. The Recipient shall, not later than six months after the Effective Date, appoint the independent auditors referred to in Section 4.09 (b) of the General Conditions, in accordance with the provisions of Section III of this Schedule, with qualifications, experience and terms of reference acceptable to the Association.

### **Section III. Procurement**

#### **A. General**

1. **Goods and Works.** All goods and works required for the Project and 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 and 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 methods, other than International Competitive Bidding, may be used for goods and works for those contracts specified in the Procurement Plan: (a) National Competitive Bidding, subject to the provisions of paragraph 3 of this Part B; (b) Shopping; and (c) Direct Contracting.
3. **Exceptions to National Competitive Bidding Procedures.** The following provisions shall apply to the procurement of goods and works under National Competitive Bidding procedures: (a) foreign bidders shall be allowed to participate in National Competitive Bidding procedures; (b) 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; (c) no domestic

preference shall be given for domestic bidders and for domestically manufactured goods; and (d) in accordance with paragraph 1.14(e) of the Procurement Guidelines, each bidding document and contract financed out of the proceeds of the Financing shall provide that: (i) 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 (ii) the deliberate and material violation by the bidder, supplier, contractor or subcontractor of such provision may amount to an obstructive practice as defined in paragraph 1.14(a)(v) of the Procurement Guidelines.

**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 methods, other than Quality and Cost-based Selection, may be used for procurement of consultants' services for those assignments which are specified in the Procurement Plan: (a) Selection based on Consultants' Qualifications; (b) Least-Cost Selection; (c) Selection under a Fixed Budget; (d) Single-Source Selection; (e) Selection of Individual Consultants; and (f) Sole Source Procedures for the Selection of Individual Consultants.

**D. Review by the Association of Procurement Decisions**

1. The Procurement Plan shall set forth those contracts which shall be subject to the Association's Prior Review. All other contracts shall be subject to Post Review by the Association.
2. All terms of reference for consultants' services, regardless of contract value, shall be subject to the Association's Prior Review.
3. All training activities under the Project shall be specified in the relevant Annual Work Plan and Budget for approval by the Association, including: (a) the type of training; (b) the purpose of the training; (c) the personnel to be trained; (d) the institution or individual who will conduct the training; (e) the location and duration of the training; (f) the cost of the training; and (g) the outcome and impact of the training.



**E. Procurement and Technical Audits**

1. The Recipient shall, not later than six months after the Effective Date, appoint independent procurement and technical auditors in accordance with the provisions of this Section III, with qualifications, experience and terms of reference acceptable to the Association, to review the procurement of the goods, works and consultants' services financed out of the proceeds of the Financing and their compliance with the relevant technical specifications and terms of reference.
2. The Recipient shall, not later than six months after the end of each fiscal year, or such later date as the Association may agree, furnish to the Association an audit report prepared by the said auditors on the procurement of goods, works and consultants' services financed out of the proceeds of the Credit and their compliance with the relevant technical specifications and terms of reference.

**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:

<b>Category</b>	<b>Amount of the Financing Allocated (expressed in SDR)</b>	<b>Percentage of Expenditures to be Financed (inclusive of Taxes)</b>
(1) Goods, works, consultants' services, and Training for the Project, excluding Parts F and G of the Project	103,500,000	100%
(2) Goods, consultants' services and Training under Part F of the Project	9,000,000	100%
(3) Goods, consultants' services and Operating Costs under Part G of the Project	5,600,000	100%
(4) Unallocated	32,400,000	
<b>TOTAL AMOUNT</b>	<b>150,500,000</b>	

**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 June 30, 2015.

**SCHEDULE 3****Repayment Schedule**

<b>Date Payment Due</b>	<b>Principal Amount of the Credit repayable (expressed as a percentage)*</b>
On each January 1 and July 1:	
commencing July 1, 2019 to and including January 1, 2029	<b>1.25%</b>
commencing July 1, 2029 to and including January 1, 2044	<b>2.5%</b>

\* The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to Section 3.03 (b) of the General Conditions.

**APPENDIX****Definitions**

1. “Affected Persons” means persons who, on account of the execution of the Project had or would have their: (i) standard of living adversely affected; or (ii) right, title, interest in any house, land (including premises, agricultural and grazing land) or any other fixed or movable asset acquired or possessed, temporarily or permanently; (iii) access to productive assets adversely affected, temporarily or permanently; or (iv) business, occupation, work or place of residence or habitat adversely affected.
2. “Annual Work Plan and Budget” means the plan and budget referred to in Section I.F of Schedule 2 to this Agreement
3. “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.
4. “Beneficiary Agencies” means, collectively, DVLA, GMA, GTTC, KNUST, NRSC, RMU and VLTC, responsible for providing technical inputs for the carrying out by the Implementing Agencies of the Parts of the Project specified in Section I.B of Schedule 2 to this Agreement.
5. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
6. “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.
7. “DFR” means the Department of Feeder Roads of MRH.
8. “DUR” means the Department of Urban Roads of MRH.
9. “DVLA” means the Driver and Vehicle Licensing Authority, established and operating pursuant to the Driver and Vehicle Licensing Act, 1999 (Act 569).
10. “EIA” means each of the following assessments, as the said assessments may be amended and/or supplemented from time to time with the prior written approval of the Association: (i) the Recipient’s Environmental Impact Assessment for the Giffard, Teshie Link and Burma Camp Roads, dated June 2008; (ii) the Recipient’s Environmental Impact Assessment for the Ayamfuri-Asawinso Road, dated August 2008; and (iii) any environmental impact assessments to be prepared on the basis of the ESMF by the Recipient in accordance with Section

I.G.2 of Schedule 2 to this Agreement, each such assessment in form and substance satisfactory to the Association and defining details of potential environmental, physical cultural property and social risks and adverse impacts associated with the implementation of any construction, rehabilitation and maintenance activities under the Project, together with an environmental management plan defining measures to manage such risks and impacts; and “EIAs” means, collectively, all such assessments.

11. “EMP” means each of the following plans included in the relevant EIAs, as the said plans may be amended and/or supplemented from time to time with the prior written approval of the Association: (i) the Recipient’s Environmental Management Plan for the Giffard, Teshie Link and Burma Camp Roads, dated June 2008; (ii) the Recipient’s Environmental Management Plan for the Ayamfuri-Asawinso Road, dated August 2008; and (iii) any environmental management plan to be prepared by the Recipient on the basis of the ESMF in accordance with Section I.G.2 of Schedule 2 to this Agreement, each such plan in form and substance satisfactory to the Association, and defining details of measures to manage potential environmental, physical cultural property and social risks and mitigate, reduce and/or offset adverse environmental, physical cultural property and social impacts associated with the implementation of any construction, rehabilitation and maintenance activities under the Project, together with adequate institutional, monitoring and reporting arrangements capable of ensuring proper implementation of, and regular feedback on compliance with, its terms; and “EMPs” means, collectively, all such plans.
12. “ESMF” means the Recipient’s Environmental and Social Management Framework for the road sector, dated January 2007, as the said framework may be amended and/or supplemented from time to time with the prior written approval of the Association, setting forth the policy framework, principles, standards, processes and institutional arrangements to be applied to assess potential adverse environmental, physical cultural property and social impacts associated with road project activities and the ways to avoid, minimize, mitigate or offset them, including public consultation, disclosure and reporting.
13. “GACL” means the Ghana Airports Company Limited, duly incorporated on January 17, 2006 and operating as a limited liability company under the Companies Code of Ghana, 1963 (Act 179).
14. “GCAA” means the Ghana Civil Aviation Authority, established and operating pursuant to the Ghana Civil Aviation Act, 2004 (Act 678).
15. “General Conditions” means the “International Development Association General Conditions for Credits and Grants”, dated July 1, 2005 (as amended through October 15, 2006).

16. “GHA” means the Ghana Highway Authority, established and operating pursuant to the Ghana Highway Authority Decree, 1974 (N.R.C.D. 298), and continued in existence by the Ghana Highway Authority Act, 1997 (Act 540).
17. “GMA” means the Ghana Maritime Authority, established and operating pursuant to the Ghana Maritime Authority Act, 2002 (Act 630).
18. “GPHA” means the Ghana Ports and Harbours Authority, established and operating pursuant to Ghana Ports and Harbours Authority Act, 1986 (P.N.D.C. Law 160)
19. “GRDA” means the Ghana Railway Development Authority, established and operating pursuant to the Railways Act, 2008 (Act 779).
20. “GTTC” means the Government Technical Training Centre, established pursuant to a Ghana-German Economic and Technical Cooperation Agreement in 1968 and operating as an automobile educational institution under the ministerial responsibility of MRH.
21. “Implementation Agreement” means, respectively, the agreement to be entered into between MRH and GHA, and the agreement to be entered into between MOT and GACL, GCAA and GPHA, pursuant to Section I.D of Schedule 2 to this Agreement; and “Implementation Agreements” means, collectively, each such agreement.
22. “Implementing Agencies” means, collectively, GACL, GCAA, GHA, GPHA, MOT and MRH (including DUR and DFR), responsible for implementing their respective Parts of the Project as specified in Section I.B of Schedule 2 to this Agreement.
23. “KNUST” means the Kwame Nkrumah University of Science and Technology, established and operating pursuant to the Kwame Nkrumah University of Science and Technology, Kumasi Act, 1961 (Act 80).
24. “MOT” means the Recipient’s Ministry of Transport.
25. “MRH” means the Recipient’s Ministry of Roads and Highways.
26. “NRSC” means the National Road Safety Commission, established and operating pursuant to the National Road Safety Commission Act, 1999 (Act 567).
27. “Operating Costs” means the reasonable operating costs incurred by the Implementing Agencies on account of the implementation of the Project as specified in the relevant Annual Work Plan and Budget, including maintenance of vehicles and equipment, fuel, office supplies, utilities, consumables, bank

charges, advertising expenses, travel, per diems, and accommodation, but excluding salaries of officials of the Recipient's civil service.

28. "Procurement Guidelines" means the "Guidelines: Procurement under IBRD Loans and IDA Credits" published by the Bank in May 2004 and revised in October, 2006.
29. "Procurement Plan" means the Recipient's procurement plan for the Project, dated April 27, 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.
30. "Project Implementation Manual" and "PIM" means the Recipient's Project Implementation Manual referred to in Section I.E of Schedule 2 to this Agreement.
31. "Project Implementation Team" and "PIT" means the team referred to in Section I.C of Schedule 2 to this Agreement.
32. "Project Steering Committee" and "PSC" means the committee referred to in Section I.A of Schedule 2 to this Agreement.
33. "RAP" means each of the following plans, as the said plans may be amended and/or supplemented from time to time with the prior written approval of the Association: (i) the Recipient's resettlement action plan for the Giffard, Teshie Link and Burma Camp Roads, dated March 2009; (ii) the Recipient's resettlement action plan for the Ayamfuri-Asawinso Road, dated March 2009; and (iii) any resettlement action plan to be prepared by the Recipient in accordance with Section I.G.2 of Schedule 2 to this Agreement, each such plan in form and substance satisfactory to the Association and containing, inter alia, a program of actions, measures and policies for compensation and resettlement of Affected Persons, including the magnitude of displacement, compensation and resettlement arrangements, budget and cost estimates, and sources of funding, together with adequate institutional, monitoring and reporting arrangements capable of ensuring proper implementation of, and regular feedback on compliance with its terms; and "RAPs" means, collectively, all such plans.
34. "RPF" means the Recipient's Resettlement Policy Framework for the road sector, dated January 2007, as the said framework may be amended and/or supplemented from time to time with the prior written approval of the Association, setting forth resettlement procedures, institutional arrangements, eligibility criteria, entitlements and compensation, including valuation procedures, budget, public consultation and participation, monitoring and evaluation and disclosure.

35. “RMU” means the Regional Maritime University, established and operating pursuant to the Regional Maritime Academy Act, 1982 (P.N.D.C. Law 33).
36. “Rural Accessibility Index” means the index measuring the proportion of population living within two kilometers of an all weather road.
37. “Training” means the reasonable costs incurred by the Implementing Agencies for the training of personnel involved in Project supported activities, as specified in the relevant Annual Work Plan and Budget, including travel and subsistence costs for training participants, costs associated with 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.
38. “VLTC” means the Volta Lake Transport Company, duly incorporated on February 23, 1970 and operating as a limited liability company under the Companies Code of Ghana, 1963 (Act 179).