

G-H- Land Services  
Cities Alliance  
(11275)

**The World Bank**

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT  
INTERNATIONAL DEVELOPMENT ASSOCIATION

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Date: May 29, 2010  
Project ID: P129724

Mr. Martin Müller  
Head of the Department Western Africa II  
Africa supraregional  
Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ)  
Postfach 5180, 65726  
Eschborn, Germany

Mr. Siegfried Leffler  
Country Director Ghana  
Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ)  
German Development Cooperation House  
P.O Box 9698 KIA  
Accra, Ghana

Re: Ghana: Cities Alliance Grant No. TF011275  
Land, Services and Citizenship for the Urban Poor – Developing a  
National Urban Agenda Project

Dear Mr. Müller and Mr. Leffler:

In response to the request for financial assistance made on behalf of the Deutsche Gesellschaft für Internationale Zusammenarbeit ("Recipient"), I am pleased to inform you that the International Bank for Reconstruction and Development/International Development Association ("World Bank"), acting as administrator of grant funds provided by the Bill and Melinda Gates Foundation ("Donor") under the Cities Alliance Land, Services, and Citizenship Trust Fund, proposes to extend to the Recipient a grant in an amount not to exceed seven hundred fifty five thousand eight hundred ninety five United States Dollars (USD755,895) ("Grant") on the terms and conditions set forth or referred to in this letter agreement ("Agreement"), which includes the attached Annex, to assist in the financing of the project described in the Annex ("Project"). This Project contributes to the Support for Decentralization Reforms (SfDR) Programme commissioned to the Recipient by the Federal Ministry for Economic Cooperation and Development (BMZ), Federal Republic of Germany.

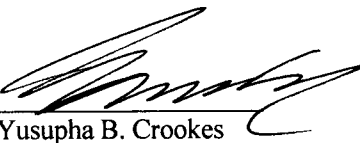
This Grant is funded out of the abovementioned trust fund for which the World Bank receives periodic contributions from the Donor. In accordance with Section 3.02 of the Standard Conditions (as defined in the Annex to this Agreement), the World Bank's payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the Donor under the abovementioned trust fund, and the Recipient's right to withdraw the Grant proceeds is subject to the availability of such funds.

The Recipient represents, by confirming its agreement below, that it is authorized to enter into this Agreement and to carry out the Project in accordance with the terms and conditions set forth or referred to in this Agreement.

Please confirm the Recipient's agreement to the foregoing by having an authorized official of the Recipient sign and date the enclosed copy of this Agreement, and returning it to the World Bank. Upon receipt by the World Bank of this countersigned copy, this Agreement shall become effective as of the date of the countersignature; provided, however, that the offer of this Agreement shall be deemed withdrawn if the World Bank has not received the countersigned copy of this Agreement within ninety (90) days after the date of signature of this Agreement by the World Bank, unless the World Bank shall have established a later date for such purpose ("Effective Date").


Very truly yours,

INTERNATIONAL BANK FOR  
RECONSTRUCTION AND DEVELOPMENT/INTERNATIONAL DEVELOPMENT ASSOCIATION  
(Acting as administrator of the Cities Alliance Land, Services, and Citizenship Trust Fund)

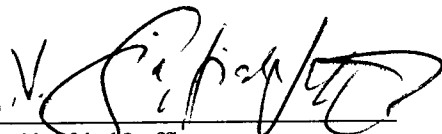
By   
Yusupha B. Crookes  
Country Director  
Ghana, Sierra Leone and Liberia

AGREED:

DEUTSCHE GESELLSCHAFT FÜR TECHNISCHE ZUSAMMENARBEIT GTZ (GMBH)

By:   
Name: Martin Müller  
Title: Head of the Department Western Africa II  
Africa supraregional

Date: 04/06/2012

By:   
Name: Siegfried Leffler  
Title: Country Director Ghana

Date: 30/05/2012

Enclosures:

- (1) Standard Conditions for Grants Made by the World Bank Out of Various Funds, dated February 15, 2012
- (2) Disbursement Letter of the same date as this Agreement, together with World Bank Disbursement Guidelines for Projects, dated May 1, 2006

**Article I**  
**Standard Conditions; Definitions**

1.01. **Standard Conditions.** The Standard Conditions for Grants Made by the World Bank out of Various Funds dated February 15, 2012 (“Standard Conditions”).

1.02. **Definitions.** Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Standard Conditions or in this Agreement. The following additional terms have the meanings ascribed to them below:

- (a) “Institute of Local Government Studies” means the institute established under the Institute of Local Government Studies Act 2003 (ACT 647), as amended thereof, or any successor thereto.
- (b) “Ministry of Local Government and Rural Development” means the Republic of Ghana’s ministry responsible for local government and rural development, or any successor thereto.
- (c) “Operating Costs” means the incremental expenses incurred on account of Project implementation, consisting of reasonable expenditures for vehicle operation and maintenance, communication and insurance costs, banking charges, rental expenses, office and office equipment maintenance, utilities, document duplication/printing, consumables, travel cost and *per diem* for Project staff for travel linked to the implementation of the Project, and salaries of contractual staff for the Project (but excluding salaries of officials of the Republic of Ghana’s or the Recipient’s civil service).
- (d) “Urban Development Unit” means the urban development unit within the Ministry of Local Government and Rural Development, or any successor thereto.
- (e) “Workshops and Training” means the reasonable costs associated with training and workshop participation under the Project, consisting of travel and subsistence costs for training participants, costs associated with securing the services of trainers (but excluding consulting services), rental of training facilities, preparation and reproduction of training materials, and other costs directly related to course or workshop preparation and implementation.

**Article II**  
**Project Execution**

2.01. **Project Objectives and Description.** (a) The objective of the Project is to support the development of a national urban agenda focused on inclusive urban development policies and strategies in partnership with key stakeholders.

(b) The Project consists of the following parts:

1. Institutional Capacity of the Urban Development Unit

- i. Definition of the mission of the Urban Development Unit, through inter-governmental consultations with key urban stakeholders and development of terms of reference for an organizational review and capacity needs assessment of the Urban Development Unit;

- ii. Conduct of an organization development review and capacity needs assessment of the Urban Development Unit;
- iii. Prepare a strategic action plan to develop the capacity of Urban Development Unit based on the review and capacity needs assessment;
- iv. Identification of relevant international institutional case studies and good practices and organizing exchange visits;
- v. Establishment of a mentoring system to enhance the filling of capacity gaps in both the Urban Development Unit and the Ministry of Local Government and Rural Development; and
- vi. Establishment of steering and advisory committee designed to support the supervisory and coordinating role of the Urban Development Unit.

2. Development and Institutionalization of a National Urban Forum

- i. Development of terms of reference for the organization and operation of a national urban forum in consultation with urban stakeholders; and
- ii. Organization of national urban forums.

3. Research

Preparation and dissemination of research studies on critical urban issues identified at the national urban forums.

4. Training and Outreach

Carrying out of a program of training and outreach, designed to raise public and political awareness about the importance of the principle of inclusivity in local government capacity to plan and manage successful urban growth and development, including:

- i. Selection of city officials and local assembly members in consultation with the Institute of Local Government Studies to participate in south-south learning exchanges;
- ii. Planning and carrying out of south-south learning exchanges to countries with appropriate experience of planning for and managing inclusive cities; and
- iii. Conducting post-visit debriefings and development of a process for incorporating lessons learned into government policies and practices where necessary.

2.02. ***Project Execution Generally.*** 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: (a) Article II of the Standard Conditions; (b) 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 (“Anti-Corruption Guidelines”); and (c) this Article II.

2.03. **Donor Visibility and Visit.** (a) The Recipient shall take or cause to be taken all such measures as the World Bank may reasonably request to identify publicly the Donor's support for the Project.

(b) For the purposes of Section 2.09 of the Standard Conditions, the Recipient shall, upon the World Bank's request, enable the representatives of the Donor to visit any part of the Recipient's territory for purposes related to the Project.

2.04. **Project Monitoring, Reporting and Evaluation.** (a) The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of indicators acceptable to the World Bank. Each Project Report shall cover the period of one calendar year, and shall be furnished to the World Bank not later than forty-five (45) days after the end of the period covered by such report.

(b) The Recipient shall prepare the Completion Report in accordance with the provisions of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished to the World Bank not later than six (6) months after the Closing Date.

2.05. **Financial Management.** (a) The Recipient shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.

(b) The Recipient shall ensure that interim unaudited financial reports for the Project are prepared and furnished to the World Bank not later than forty-five (45) days after the end of each calendar semester, covering the semester, in form and substance satisfactory to the World Bank.

(c) The Recipient shall have its Financial Statements audited in accordance with the provisions of Section 2.07 (b) of the Standard Conditions. Each such 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 World Bank not later than six (6) months after the end of such period. Unless the World Bank shall otherwise agree, the Recipient's final audit report on completion of the Project shall be furnished to the World Bank, one (1) month before the Closing Date.

2.06. **Procurement.** (a) General. All consultants' services required for the Project and to be financed out of the proceeds of the Grant shall be procured in accordance with the requirements set forth or referred to in:

(i) Sections I and IV of the "Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers" dated January 2011 ("Consultant Guidelines") in the case of consultants' services; and

(ii) The provisions of this Section, as the same shall be elaborated in the procurement plan prepared and updated from time to time by the Recipient for the Project in accordance with paragraph 1.25 of the Consultant Guidelines ("Procurement Plan").

(b) Definitions. The capitalized terms used in the following paragraphs of this Section to describe particular procurement methods or methods of review by the World Bank of particular contracts, refer to the corresponding method described in Sections II, III, IV and V of the Consultant Guidelines, as the case may be.

(c) Particular Methods of Procurement of Consultants' Services

(i) Except as otherwise provided in item (ii) below, consultants' services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.

(ii) The following methods may be used for the procurement of consultants' services for those assignments which are specified in the Procurement Plan: (A) Consultant Qualification; (B) Selection of Individual Consultants and (C) Single-source procedures for the Selection of Individual Consultants.

(d) Review by the World Bank of Procurement Decisions. The Procurement Plan shall set forth those contracts which shall be subject to the World Bank's Prior Review. All other contracts shall be subject to Post Review by the World Bank.

### **Article III Withdrawal of Grant Proceeds**

3.01. **Eligible Expenditures.** The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) the Standard Conditions; (b) this Section; and (c) such additional instructions as the World Bank may 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 World Bank and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the following table. The table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Grant ("Category"), the allocations of the amounts of the Grant to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

<b>Category</b>	<b>Amount of the Grant Allocated (expressed in USD)</b>	<b>Percentage of Expenditures to be Financed (inclusive of Taxes)</b>
(1) Consultants' services, Workshops and Training	657,300	100%
(2) Operating Costs	98,595	100%
<b>TOTAL AMOUNT</b>	<b>755,895</b>	

3.02. **Withdrawal Conditions.** Notwithstanding the provisions of Section 3.01 of this Agreement, no withdrawal shall be made for payments made prior to the date of countersignature of this Agreement by the Recipient.

3.03. **Withdrawal Period.** The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is June 30, 2014.

**Article IV**  
**Recipient's Representative; Addresses**

4.01. **Recipient's Representative.** The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is its Programme Manager, Support for Decentralization Reform Program.

4.02. **Recipient's Address.** The Recipient's Address referred to in Section 7.01 of the Standard Conditions is:

Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ)  
1<sup>st</sup> Floor, State Enterprise Commission  
SfDR/GIZ, P.O Box KIA 9698, Airport Accra  
Accra, GHANA

Attention: Dr. Angela Langenkamp  
Programme Manager, Support for Decentralization Reform Programme

Telephone: +233 (0) 302 687030/687033  
Fax: +233 (0) 302 687030  
Email: angela.langenkamp@giz.de

4.03. **World Bank's Address.** The World Bank's Address referred to in Section 7.01 of the Standard Conditions is:

The World Bank  
1818 H Street, NW  
Washington, DC 20433  
United States of America

Attention: William John Cobbett  
Program Manager  
Mail Stop: MC4-413  
Finance, Economics and Urban Development Department

Telephone: 1-202-473-9233  
E-mail: ca-projects@citiesalliance.org  
Facsimile: 1-202-522-3224