

CONFORMED COPY

CREDIT NUMBER 4334-GH

Financing Agreement

(Urban Transport Project)

between

REPUBLIC OF GHANA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated August 8, 2007

CREDIT NUMBER 4334-GH

FINANCING AGREEMENT

AGREEMENT dated August 8, 2007, 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 twenty nine million eight hundred thousand Special Drawing Rights (SDR 29,800,000) (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 The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.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 June 15 and December 15 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 and the Program. 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 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 Event of Suspension is that a situation has arisen which shall make it improbable that the Program, or a significant part thereof, will be carried out.
- 4.02. The Co-financing Deadline for the effectiveness of the AFD Co-financing Agreement is March 31, 2008.

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; and
 - (b) the GEF Trust Fund Grant Agreement has been executed and delivered and all conditions precedent to its effectiveness or to the right of the Recipient to make withdrawals under it (other than the effectiveness of this Agreement) have been fulfilled.
- 5.02. 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:

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

Cable:	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) or 64145 (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/ Kwadwo Baah-Wiredu

Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION

By /s/ Mats Karlsson

Authorized Representative

SCHEDULE 1

Project Description

The objective of the Project is to support the Recipient in: (i) improving mobility in the areas of participating MMDAs; and (ii) promoting a shift to more environmentally-sustainable urban transport modes and encouraging lower urban transport-related greenhouse gas emissions along the pilot BRT corridor in Accra.

The Project consists of the following parts:

Part 1. Institutional Development

- (a) Support to MOT to develop and implement measures for enhancing the overall transport policy, regulation and co-ordination including the formulation of operating and safety standards and investment plans in the urban transport sector.
- (b) (i) Support to MOLGRDE to develop and implement instruments for the regulation of urban transport, and to formulate, and facilitate the implementation of urban transport plans; and (ii) carrying out of activities to build the capacity of staff of MOLGRDE, Accra MMDAs and Kumasi MMDAs in integrated urban and transport development and environmental management.
- (c) Support to Accra MMDAs to develop transport-related databases and plan and deliver urban transport services.
- (d) Support to PAO and CUT to provide advisory services in planning, management and regulation of urban passenger transport to the institutions and operators involved in the implementation of the Project, and carrying out of an institutional design and financing study to prepare the transition of PAO to CUT.
- (e) Support to Kumasi MMDAs to develop transport-related databases and plan and deliver urban transport services.
- (f) Support to passenger transport operators in the Accra MMDAs' areas by developing the operators' capacity to prepare business plans, enter into route service contracts and maintain their fleet.
- (g) Support to DUR by developing its capacity in project management and traffic management.
- (h) Support to the Motor Traffic and Transport Unit of Ghana Police Service by developing its capacity to carry out traffic monitoring and enforcement of traffic regulations.

Part 2. Traffic Engineering, Management and Safety

- (a) Carrying out of measures to improve traffic management at selected road intersections in the Accra MMDAs' areas.
- (b) Development of a coordinated traffic signal system and a centralized traffic signals control center in the Accra metropolitan area.
- (c) Carrying out of measures to improve traffic management at selected road intersections in the Kumasi MMDAs' areas.
- (d) Development of a coordinated traffic signal system and a centralized traffic signals control center in the Kumasi metropolitan area.
- (e) Carrying out of public education, information dissemination and training programs for improved traffic management and enforcement of traffic regulations.
- (f) Design and supervision of the various engineering and other measures required for components (a) through (e) of this Part.

Part 3. Bus Rapid Transit System

- (a) Provision of BRT infrastructure in Accra, including carrying out of major structural works, development of a BRT trunk route, provision of interchange facilities and implementation of traffic management measures.
- (b) Design of the BRT system and supervision of BRT works.
- (c) Preparation and implementation of a BRT consultation and communication plan.
- (d) Carrying out of measures to operationalize and manage the BRT system.

Part 4. Integration of Urban Development and Transport Planning

Support to MOLGRDE to undertake an integrated urban and transport development plan for the Accra MMDAs' areas, including the carrying out of a strategic environmental assessment.

Part 5. Project Outcome Monitoring

- (a) Carrying out of periodic studies examining the travel and related social and economic patterns of, and transport constraints faced by, people living in the Accra and Kumasi MMDAs' areas.

- (b) Monitoring of air quality and estimation of the impact on greenhouse gas emissions induced by the modal shift to less energy intensive urban transport modes along the pilot BRT corridor in Accra.
- (c) Carrying out of a management audit to measure the impact of capacity building activities carried out under the Project on the institutions involved in the implementation of the Project.

SCHEDULE 2**Project Execution****Section I. Implementation Arrangements****A. Institutional Arrangements****1. Urban Transport Advisory Committee**

- (a) The Recipient shall maintain, at all times during the implementation of the Project, an Urban Transport Advisory Committee with functions, composition and resources satisfactory to the Association.
- (b) Without limitation upon the provisions of paragraph 1(a) of this Part A, UTAC shall be chaired by the Minister of MOLGRDE and comprise representatives of the Ministry of Finance and Economic Planning, Ministry of Interior, MOLGRDE, MOT and other public and private sector stakeholders.
- (c) Without limitation upon the provisions of paragraph 1(a) of this Part A, UTAC shall be responsible for, *inter alia*: (i) advising on a common policy and regulatory framework for urban transportation in Ghana, including the target dates for each MMDA to pass related regulatory instruments; (ii) advising MOLGRDE on directives to be issued to MMDAs in implementing urban transport policies and regulations; (iii) providing guidance for the set-up and operationalization of CUT and UPTUs; and (iv) reviewing progress made towards achieving the Project's objectives and making recommendations for the efficient implementation of the Project.

2. Project Advisory Office

- (a) The Recipient shall ensure that the Project Advisory Office within DUR is maintained until December 31, 2009 or until the establishment of CUT, whichever is earlier, with functions, staffing and resources satisfactory to the Association.
- (b) Without limitation upon the provisions of paragraph 2(a) of this Part A, PAO shall be responsible for providing advisory services in planning, management and regulation of urban passenger transport to the institutions and operators involved in the implementation of the Project.
- (c) The Recipient shall transfer the functions of PAO to CUT upon its establishment.

3. **Ministry of Transportation**

- (a) The Recipient shall ensure that the Ministry of Transportation, including its Department of Urban Roads, is maintained at all times during the implementation of the Project with functions, staffing and resources satisfactory to the Association.
- (b) Without limitation upon the provisions of paragraph 3(a) of this Part A, MOT shall be responsible for, *inter alia*: (i) implementing Project activities for the development of an urban transport policy framework; (ii) through DUR, the overall coordination, liaison with development partners, procurement, financial management, safeguards management, and monitoring and evaluation of the Project; and (iii) through the National Road Safety Commission and the Driver and Vehicle Licensing Authority, the carrying out of Project activities related to the setting and enforcement of urban passenger transport operating and safety standards, and vehicle and driver standards.

4. **MOLGRDE**

- (a) The Recipient shall ensure that the Ministry of Local Government, Rural Development and Environment is maintained at all times during the implementation of the Project with functions, staffing and resources satisfactory to the Association.
- (b) Without limitation to the provisions of paragraph 4(a) of this Part A, MOLGRDE shall be responsible for the implementation of Project activities related to, *inter alia*: (i) the overall regulation of urban passenger transport; (ii) collecting and analyzing environmental indicators for urban transport; (iii) supporting DUR in ensuring implementation of the ESMF, RPF, EMP and RAP; (iv) undertaking the strategic environment assessment under Part 4 of the Project; and (v) ensuring that each MMDA is adequately mandated and resourced to effectively regulate and deliver urban passenger transport services.

5. **Urban Passenger Transport Units**

- (a) The Recipient shall cause each Accra MMDA and each Kumasi MMDA to establish respectively by December 31, 2008 and December 31, 2009, and thereafter maintain, at all times during the implementation of the Project, a UPTU with functions, staffing and resources satisfactory to the Association.
- (b) Without limitation upon the provisions of paragraph 5(a) of this Part A, each UPTU shall be responsible for supporting the Accra MMDAs and

Kumasi MMDAs, in *inter alia*: (i) planning and implementing passenger transport networks; (ii) registering all passenger transport vehicles operating in the respective MMDA's area; (iii) issuing operating licenses and service contracts for selected routes; (iv) regulating, monitoring and enforcing route operations; and (v) collecting data on all passenger transport routes in the respective MMDA's area.

6. Center for Urban Transportation

- (a) The Recipient shall, under Part 1(d) of the Project, carry out an institutional design and financing study for the establishment of a body (tentatively called Center for Urban Transportation) responsible for taking over PAO's urban transport advisory functions, and shall establish CUT not later than January 1, 2010 with functions, staffing and resources satisfactory to the Association.
- (b) The Recipient shall assume the financing of the staff and operating costs of CUT on a graduated scale, starting January 1, 2010, contributing 25% of the staff and operating costs during FY 2010, 50% during FY 2011, 75% during FY 2012, and 100% thereafter.

B. 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: (i) institutional coordination and day-to-day execution of the Project; (ii) Project budgeting, disbursement and financial management; (iii) procurement; (iv) environmental and social safeguard guidelines; (v) monitoring, evaluation, reporting and communication; and (vi) 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, the provisions of this Agreement shall prevail) and, except as the Association shall otherwise agree, shall not amend, abrogate or waive any provision of the PIM, if such amendment, abrogation or waiver shall, in the opinion of the Association, materially or adversely affect the implementation of the Project.

C. Annual Work Plan and Budget

- 1. The Recipient shall prepare and furnish to the Association for its approval, not later than November 30 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 FY, including a specification of the source or sources of financing for each contract for eligible expenditures and the percentage of financing of each contract from each such source.

2. The Recipient shall not make or allow to be made any material change to the approved Annual Work Plan and Budget without prior approval in writing by the Association.

D. Environmental and Social Safeguards

1. The Recipient shall ensure that the Project is carried out in accordance with the provisions of the ESMF and the RPF and shall, prior to carrying out any construction, rehabilitation and maintenance activities under the Project:
 - (a) prepare, disclose and implement in a manner acceptable to the Association, a Resettlement Action Plan in accordance with the RPF; and
 - (b) carry out an environmental impact assessment and prepare, disclose and implement in a manner acceptable to the Association, an Environmental Management Plan in accordance with the ESMF.
2. The Recipient shall not amend or waive, or permit to be waived, the ESMF, RPF, RAP or EMP, or any provision thereof, in a manner which, in the opinion of the Association, may materially and adversely affect the implementation of the Project.
3. The Recipient shall ensure that: (i) all measures for carrying out of the ESMF, RPF, RAP and EMP are taken in a timely manner; and (ii) the Project Reports referred to in Part A of Section II of this Schedule include adequate information on monitoring the measures defined in the ESMF, RPF, RAP and EMP.

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 year, and shall be furnished to the Association not later than two months 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 average travel time by bus in the pilot BRT corridor to 40 minutes by the Closing Date of the Project;
 - (ii) increase in average travel speed in the pilot BRT corridor to 20 km/hr by the Closing Date of the Project;
 - (iii) increase in passenger share of large buses in the pilot BRT corridor to 45% by the Closing Date of the Project; and
 - (iv) reduction in greenhouse gas emissions along the BRT corridor by 10% by the Closing Date of the Project.
- 2. On or about the date thirty (30) months after the Effective Date, the Recipient shall undertake in conjunction with the Association a comprehensive midterm review of the Project during which it shall exchange views generally on all matters relating to the progress of the Project, and the performance by the Recipient of its obligations under the Financing Agreement.

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 days (45) after the end of each calendar quarter, interim un-audited 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.

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 the 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 of procurement, other than International Competitive Bidding, may be used for goods and works in the circumstances specified in the Procurement Plan for each such method: (a) Limited International Bidding; (b) National Competitive Bidding; (c) Direct Contracting; and (d) Shopping.

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 of procurement, other than Quality and Cost-based Selection, may be used for consultants' services in the circumstances specified in the Procurement Plan: (a) Quality Based Selection; (b) Selection under a Fixed Budget; (c) Least Cost Selection; (d) Selection based on Consultants' Qualifications; (e) Single-source Selection; (f) Procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines for the Selection of Individual Consultants; and (g) Sole Source Procedures for the Selection of Individual Consultants.

D. Review by the Association of Procurement Decisions

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.

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, the allocations of the amounts of the Credit 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, consultants’ services including audits, Training and Operating Costs, excluding consultants’ services and Operating Costs for PAO and CUT under Part 1 (d) of the Project	27,800,000	100%
(2) Consultants’ services and Operating Costs for PAO and CUT under Part 1 (d) of the Project	2,000,000	100% until FY 2009; 75% for FY 2010; 50% for FY 2011; and 25% for FY 2012.
TOTAL AMOUNT	29,800,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made for:
 - (a) payments made prior to the date of this Agreement;

- (b) payments made (or to be made) for expenditures for goods, works, consultants' services, training or operating costs for the Project supplied (or to be supplied) under a contract which the Association, the Bank, the Recipient, the Co-financiers or any other financier shall have financed or agreed to finance under any other loan or grant, as specified in the Annual Work Plan and Budget; and
 - (c) payments made for any consultants' services or Operating Costs for PAO under Category (2) incurred after December 31, 2009.
2. The Closing Date is December 31, 2012.

Section V. Other Undertakings

A. Appointment of Financial Auditors

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.

B. Procurement Audits

- 1. The Recipient shall, not later than six months after the Effective Date, put in place arrangements, satisfactory to the Association, including the appointment of independent procurement auditors in accordance with the provisions of Section III of Schedule 2 to this Agreement, with qualifications, experience and terms of reference acceptable to the Association, for reviewing the procurement of goods, works and consultants' services financed under the Project, including the reviewing of procurement procedures and processes.
- 2. The Recipient shall, not later than three months after the end of each FY, or such later date as the Association may agree, furnish to the Association an audit report on the procurement of goods, works and consultants' services carried out under the Project, prepared by the said independent procurement auditors.

SCHEDULE 3**Repayment Schedule**

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each June 15 and December 15:	
commencing December 15, 2017 to and including June 15, 2027	1%
commencing December 15, 2027 to and including June 15, 2047	2%

* 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. “Accra MMDA” means the Accra Metropolitan Assembly, the Tema Municipal Assembly, the Ga East District Assembly or the Ga West District Assembly; and “Accra MMDAs” means, collectively, each such assembly.
2. “AFD Co-financing” means an amount of approximately twenty million Dollars to be provided by *Agence Française de Développement* to assist in financing the Project.
3. “AFD Co-financing Agreement” means the agreement to be entered into between the Recipient and *Agence Française de Développement* providing for the AFD Co-financing.
4. “Annual Work Plan and Budget” means the plan and budget referred to in Section I.C.1 of Schedule 2 to this Agreement.
5. “BRT” means the bus rapid transit system to be developed under Part 3 of the Project.
6. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
7. “Co-financier” means *Agence Française de Développement* or the International Bank for Reconstruction and Development acting as an Implementing Agency of the Global Environment Facility, as the case may be, referred to in paragraph 10 of the Appendix to the General Conditions.
8. “Consultant Guidelines” means the “Guidelines: Selection and Employment of Consultants by World Bank Borrowers” published by the Bank in May 2004.
9. “CUT” means the Center for Urban Transportation to be established under the Project and referred to in Section I.A.6 of Schedule 2 to this Agreement.
10. “Displaced 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.
11. “DUR” means the Department of Urban Roads of the MOT.

12. “Environmental Management Plan” or “EMP” means the plan to be prepared by the Recipient in accordance with Section I.D 1(b) of Schedule 2 to this Agreement defining details of measures to manage potential environmental risks and mitigate, reduce and/or offset adverse environmental 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.
13. “Environmental and Social Management Framework” or “ESMF” means the framework of the Recipient dated January 2007, as the said framework may be amended and/or supplemented from time to time with the prior concurrence of the Association, setting forth the policy framework, principles, standards, processes and institutional arrangements to be applied to assess potential adverse environmental and social impacts associated with road project activities and the ways to avoid, minimize, mitigate or offset them, including public consultation, disclosure and reporting.
14. “FY” means the Recipient’s fiscal year commencing January 1 and ending December 31 of each year.
15. “GEF Co-financing” means an amount of approximately seven million Dollars to be provided by the International Bank for Reconstruction and Development, acting as an Implementing Agency of the Global Environment Facility, to assist in financing the Project.
16. “GEF Trust Fund Grant Agreement” means the agreement of the same date as this Agreement between the Recipient and the International Bank for Reconstruction and Development, acting as an Implementing Agency of the Global Environment Facility, providing for the GEF Co-financing.
17. “General Conditions” means the “International Development Association General Conditions for Credits and Grants”, dated July 1, 2005.
18. “Kumasi MMDA” means the Kumasi Metropolitan Assembly or the Ejisu Juaben District Assembly; and “Kumasi MMDAs” means, collectively, both of these assemblies.
19. “MMDA” means any metropolitan, municipal or district assembly established and operating in the territory of the Recipient under the laws of the Recipient; and “MMDAs” means, collectively, each such assembly.
20. “MOLGRDE” means the Recipient’s Ministry of Local Government, Rural Development and Environment.

21. “MOT” means the Recipient’s Ministry of Transportation.
22. “Operating Costs” means the operating costs incurred on account of the implementation of the Project including maintenance of vehicles, fuel, equipment, office supplies, utilities, consumables, bank charges, advertising expenses, travel per diems, and accommodation.
23. “PAO” means the Project Advisory Office referred to in Section I.A.2 of Schedule 2 to this Agreement.
24. “Procurement Guidelines” means the “Guidelines: Procurement under IBRD Loans and IDA Credits” published by the Bank in May 2004.
25. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated April 23, 2007 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.
26. “Program” means the program set out in the letter from the Recipient to the Association dated April 18, 2007 (Ref. WBU/GUTP/Vol. 1), describing a set of objectives, policies and actions for the development of the Recipient’s urban transport sector, and declaring the Recipient’s commitment to the execution of the Program.
27. “PIM” means the Recipient’s Project Implementation Manual referred to in Section I.B of Schedule 2 to this Agreement.
28. “Resettlement Action Plan” or “RAP” means the resettlement action plan to be prepared by the Recipient in accordance with Section I.D 1(a) of Schedule 2 to this Agreement, containing, inter alia, a program of actions, measures and policies for compensation and resettlement of Displaced 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.
29. “Resettlement Policy Framework” or “RPF” means the framework of the Recipient dated January 2007, as the said framework may be amended and/or supplemented from time to time with the prior concurrence 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.

30. “Training” means the costs associated with the training of personnel involved in Project supported activities 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.
31. “UPTU” means the Urban Passenger Transport Unit referred to in Section I.A.5 of Schedule 2 to this Agreement.
32. “UTAC” means the Urban Transport Advisory Committee referred to in Section I.A.1 of Schedule 2 to this Agreement.