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GEF TF GRANT NUMBER TF095451-GH

# Global Environment Facility Grant Agreement

(Sustainable Land and Water Management Project)

between

REPUBLIC OF GHANA

and

INTERNATIONAL BANK FOR RECONSTRUCTION  
AND DEVELOPMENT

acting as an Implementing Agency of the Global Environment Facility

Dated January 20, 2011

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**GEF TF GRANT NUMBER TF095451-GH**

**GLOBAL ENVIRONMENT FACILITY  
GRANT AGREEMENT**

AGREEMENT dated January 20, 2011, entered into between: REPUBLIC OF GHANA (“Recipient”); and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“World Bank”), acting as an implementing agency of the Global Environment Facility (“GEF”).

The Recipient and the World Bank hereby agree as follows:

**Article I  
Standard Conditions; Definitions**

- 1.01. The Standard Conditions for Grants Made by the World Bank Out of Various Funds, dated July 31, 2010 (“Standard Conditions”), 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 Standard Conditions or in this Agreement.

**Article II  
The Project**

- 2.01. The Recipient declares its commitment to the objective of the project described in Schedule 1 to this Agreement (“Project”). To this end, the Recipient shall carry out the Project in accordance with the provisions of Article II of the Standard Conditions.
- 2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Recipient and the World Bank 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 III  
The Grant**

- 3.01. The World Bank agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount equal eight million one hundred and fifty thousand United States Dollars (\$ 8,150,000) (“Grant”) to assist in financing the Project.

- 3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section IV of Schedule 2 to this Agreement.
- 3.03. The Grant is funded out of the GEF trust fund for which the World Bank receives periodic contributions. In accordance with Section 3.02 of the Standard Conditions, the Recipient may withdraw the Grant proceeds subject to the availability of such funds.

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

- 4.01. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is its Minister responsible for finance.

- 4.02. 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 ,	233-30-2667069 233-30-2663854

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

International Bank for Reconstruction and Development  
1818 H Street, N.W.  
Washington, D.C. 20433  
United States of America

Cable:	Telex:	Facsimile:
NTBAFRAD 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/ Kwabena Duffuor**

**Authorized Representative**

**INTERNATIONAL BANK FOR  
RECONSTRUCTION AND DEVELOPMENT  
acting as an Implementing Agency of the  
Global Environment Facility**

**By: /s/ Ishac Diwan**

**Authorized Representative**

## **SCHEDULE 1**

### **Project Description**

The objective of the Project is to assist the Recipient's efforts to: (i) demonstrate improved sustainable land and water management practices aimed at reducing land degradation and enhancing maintenance of biodiversity in selected micro-watersheds; and (ii) strengthen spatial planning for identification of linked watershed investments in the Northern Savannah region of the Recipient's territory.

The Project consists of the following parts:

**Part A: Capacity Building for Integrated Spatial Planning**

Provision of technical advisory services to establish a spatial planning unit within SADA, carry out mapping and spatial planning exercises, pre-feasibility studies of multi-purpose water infrastructure investments, and strengthen the capacity of SADA and relevant implementing agencies to guide and undertake decision-making for investment across the Northern Savannah region taking into account watershed and ecological systems.

**Part B: Water and Land Management**

1. Carrying out of programs of activities to: (a) strengthen the capacity of District agencies in micro-watershed management techniques, and conduct a participatory micro-watershed planning exercise; and (b) strengthen the organizational and planning capacity of Communities and Districts on watershed issues, small-scale water and flood management infrastructure, and potential for application of sustainable land and water management technologies.
2. Provision of technical advisory services to design systems to encourage local capacity for promotion of sustainable land and water management technologies, including: (a) developing sustainable land and water management technology options and packages appropriate to the Northern Savannah region; (b) developing the District extension approaches and incentive structures for promoting sustainable land and water management technologies, and package of incentives for farmer or Community organizations; and (c) developing a program to develop the capacity of the extension services and training for extension service providers.
3. (a) Carrying out of a program of activities (Subprojects) to: (i) encourage adoption of sustainable land and water management technologies by farmers; and (ii) facilitate demonstration and training, input subsidies and output incentives for individual and farmer groups to promote the use of sustainable

land and water management technologies, all through the provision of works, technical advisory services and acquisition of goods.

(b) Carrying out of activities to: (i) facilitate the participation of local non-government organizations, District agricultural extension agents and other relevant agencies in the development and monitoring of the use of sustainable land and water management technologies by the Communities; and (ii) strengthen the capacity of Communities to manage infrastructure through water use groups and suitable regulations, all through the provision of technical advisory services, works and acquisition of goods.

4. Carrying out programs of activities to encourage natural habitat and wildlife management to maintain and enhance key habitat values as part of the watershed management, by, *inter alia*:

(a) implementing a corridor management plan in the Recipient's Western Biodiversity Corridor, including: (i) establishing and operationalizing Community resource management areas in the watershed corridors; (ii) promotion of ecotourism; (iii) provision of training to the local Communities; and (iv) raising awareness for wildfire management; and

(b) implementing selected activities under a management plan for the *Gbele* Resource Reserve, including: (i) conducting ecological studies and monitoring; (ii) provision of training and building the capacity of the Communities in fire management; and (iii) establishing waterholes for wildlife use.

5. Monitoring sustainable land and water management technologies and environmental services, including monitoring of environmental services generated under the Project, developing simple monitoring systems of the implementation of the Recipient's broad sustainable land and water management strategies, and identification of the potential buyers of the environmental services generated under the Project and the willingness to pay for the environmental services.

Part C:            Project Management and Coordination

Strengthening the capacity of MEST and EPA for management, administration and coordination of the Project, through the acquisition of goods, provision of technical advisory services, and operating costs.

## SCHEDULE 2

### Project Execution

#### Section I. Institutional and Implementation Arrangements

##### A. Institutional Arrangements

##### 1. Ministry of Environment, Science and Technology

- (a) The Recipient shall ensure that MEST is maintained at all times during the implementation of the Project with staffing and resources satisfactory to the World Bank, for the purpose of ensuring prompt and efficient implementation of the Project.
- (b) MEST shall be responsible for the overall coordination, implementation, financial management, procurement, monitoring, evaluation, reporting and communication of Project activities.
- (c) Without limitation on the provisions of this paragraph 1, MEST shall, through its Environmental Protection Agency, implement Part B of the Project in collaboration with the Ministry of Food and Agriculture (MoFA), Wildlife Division of the Ministry of Lands and Natural Resources, and with the participation of the Districts.

##### 2. Project Steering Committee

- (a) The Recipient shall maintain, at all times during the implementation of the Project, the Project Steering Committee with functions, composition and resources satisfactory to the World Bank (“Project Steering Committee”).
- (b) Without limitation upon the provisions of paragraph 1 of this Section I.A, the Project Steering Committee shall be responsible for, *inter alia*: (i) facilitating the prompt and efficient coordination of Project activities among the Recipient’s MoFA and Ministry of Local Government and Rural Development (“MLGRD”), other MDAs, the Districts and other beneficiaries involved in the implementation of the Project; (ii) providing strategic advice, reviewing progress made towards achieving the Project’s objectives, and making recommendations for removal of any obstacles to the implementation of the Project; and (iii) providing comments on reports and reviews prepared by the MDAs, the Districts and other beneficiaries involved in the implementation of the Project for the benefit of the World Bank.

**3. Savannah Accelerated Development Authority**

- (a) Without limitation on the provisions of paragraphs 1 and 2 of this Section I.A, the Recipient shall ensure that SADA is maintained at all times during the implementation of the Project with staffing and resources satisfactory to the World Bank, for the purpose of ensuring prompt and efficient day-to-day management and implementation of Part A of the Project.
- (b) Without limitation on the provisions of paragraphs 1 and 2 of this Section I.A, SADA shall be responsible for the implementation, monitoring, evaluation, reporting and communication of the activities under Part A of the Project.

**B. Implementation Arrangements**

**1. Project Implementation Manual**

- (a) The Recipient shall abide by the terms of the Project Implementation Manual, 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; (vi) the Recipient's detailed rules and regulations to be followed for determining eligibility and selection of participating farmers and extension farms in the Community under Part B.3 of the Project; (vii) the eligibility criteria and detailed procedures for the selection, approval and implementation of Subprojects under Part B.3 of the Project; (viii) Project impact and implementation indicators, including the procedures for monitoring and evaluation of the Project, and the Subproject activities; and (ix) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project.
- (b) 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 World Bank shall otherwise agree, shall not amend, abrogate or waive any provision of the PIM without the prior written agreement of the World Bank.

**2. Memorandum of Understanding**

- (a) For purposes of carrying out Part A of the Project, the Recipient, through MEST, shall enter into a memorandum of understanding with SADA (the Memorandum of Understanding) satisfactory to the World Bank, setting out in accordance with the Project Implementation Manual, the arrangements and procedures for the implementation of Part A of the Project, including, *inter alia*, the progress reports for Part A of the Project to be submitted by SADA for the benefit of the Recipient and the World Bank, and the requirement to comply with the Anti-Corruption Guidelines; provided, however, that in case of any conflict between the provisions of said Memorandum of Understanding and of this Agreement, the provisions of this Agreement shall prevail.
- (b) Except as the World Bank shall otherwise agree in writing, the Recipient shall not amend, abrogate or waive any provision of the Memorandum of Understanding, if such amendment, abrogation or waiver may, in the opinion of the World Bank, materially or adversely affect the implementation of the Project.

**C. Anti-Corruption**

The Recipient shall ensure that the Project is carried out in accordance with the provisions of the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 (“Anti-Corruption Guidelines”), with the modifications set forth in Section II of the Appendix to this Agreement.

**D. Environmental and Social Safeguards**

- 1. The Recipient shall ensure that the Project is carried out in accordance with the Safeguard Instruments, including the guidelines, rules and procedures defined in said Safeguard Instruments. To that end, the Recipient through EPA shall, ensure that, for the activities proposed for inclusion in each Annual Work Plan to be prepared under Section I.E of this Schedule 2, the following actions are taken in a manner acceptable to the World Bank:
  - (a) if an additional environmental and/ or pest management plan, would be required for a Subproject or an activity on the basis of the EAMP: (i) such environmental and/or pest management plan shall be prepared in accordance with the requirements of the EAMP, disclosed locally and furnished to the World Bank as part of the Annual Work Plan; and (ii) the Subproject or the activity shall be carried out in accordance with such environmental management plan and/or pest management plan as approved by the World Bank; and

- (b) if a Subproject would otherwise restrict access to a resource or area: (i) such Subproject shall be prepared on the basis of the procedures set forth in the RPF, as part of the Annual Work Plan; and (ii) no works under a sustainable land and water management activity or Subproject shall be commenced until: (A) all measures required to be taken under said RPF procedures prior to the initiation of said works have been taken; (B) the Recipient has prepared and furnished to the World Bank a report in form and substance satisfactory to the World Bank, on the status of compliance with the requirements of said procedures under the RPF; and (C) the World Bank has confirmed that said works may be commenced.
- 2. The Recipient shall ensure that all measures required for carrying out the recommendations of the Safeguard Instruments are taken in a timely manner.
- 3. Without limitation to its other reporting obligations under this agreement and under Section 2.06 of the Standard Conditions, the Recipient shall include in the Project Reports referred to in Section II.A of this Schedule adequate information on the implementation of the Safeguard Instruments, giving details of:
  - (a) measures taken in furtherance of such Safeguard Instruments;
  - (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of such Safeguard Instruments; and
  - (c) remedial measures taken or required to be taken to address such conditions and to ensure the continued efficient and effective implementation of such Safeguard Instruments.

The Recipient shall afford the World Bank a reasonable opportunity to exchange views with the Recipient on such reports. Each such report shall be furnished to the World Bank not later than one month after the end of the six months covered by such report and the first such report shall be furnished to the World Bank not later than one month after the end of the six months in which the works under the first Subproject commenced.

**E. Annual Work Plans and Budgets**

- 1. The Recipient shall prepare and furnish to the World Bank for its approval, not later than November 30 of each year during the implementation of the Project, a proposed annual work plan and budget containing all activities proposed to be carried out under the Project in the following Fiscal Year.
- 2. Each such proposed annual work plan and budget shall specify, among the activities, any training activities that may be required under the Project,

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.

3. The Recipient shall afford the World Bank a reasonable opportunity to exchange views with the Recipient on each such proposed annual work plan and budget, and thereafter to implement the Project or cause it to be implemented with due diligence in accordance with such annual work plan and budget as shall have been approved by the World Bank (“Annual Work Plan”).

#### **F. Subprojects Under Part B.3 of the Project**

Without limitation on Part A.1 of this Section, MEST shall carry out Part B.3 of the Project through District Agriculture Development Units, with the participation of the Communities, in accordance with the provisions of this Section I.F, and the Project Implementation Manual, including the following:

- (a) MOFA through the DADUs shall carry out the fiduciary (*i.e.*, financial management and procurement) and monitoring and evaluation aspects of Subprojects under Part B.3 of the Project, and: (i) ensure that all goods, works and services to be financed out of the Grant are procured in accordance with the provisions of this Agreement; (ii) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the World Bank, both in a manner adequate to reflect the operations, resources and expenditures related to the Subproject; and (iii) at the World Bank’s request, have such financial statements audited by independent auditors acceptable to the World Bank, and promptly furnish the statements so audited to the World Bank;
- (b) MOFA shall through the DADUs (i) require the relevant Community to prepare Subproject proposals, based on the list of priority Subprojects included in the Project Implementation Manual; (ii) evaluate and approve Subprojects, in accordance with the criteria and procedures set forth in the Project Implementation Manual; (iii) enter into Subproject Agreements with the relevant Community, under terms and conditions satisfactory to the World Bank, which shall include those set forth in the Project Implementation Manual and consist of, *inter alia*: (A) the obligation of the relevant Community to: (A.i) comply with the provision of the Anti-Corruption Guidelines in connection with the activities of the Subproject under its responsibility; (A.ii) once the Subproject has been carried out in a manner acceptable to the World Bank, operate and maintain the investments supported under said Subproject, with due diligence and efficiency, and in conformity with appropriate administrative, technical, financial, economic, environmental and social standards and practices, and the applicable provisions of this Agreement; (A.iii) not to assign, amend, terminate, abrogate, repeal,

waive or fail to enforce the Subproject Agreement or any provision thereof, unless otherwise agreed in writing by the World Bank; and (A.iv) to take or permit to be taken all actions to enable the Recipient to comply with its respective obligations referred to in this Agreement; and (iv) MoFA's right to take remedial actions against a Community in case it shall have failed to comply with any of its obligations under the Subproject Agreement;

- (c) upon approval of any Subproject, according to the criteria and procedures set forth in the Project Implementation Manual, MOFA shall ensure that the Community carries out said Subproject with due diligence and efficiency, and in conformity with appropriate administrative, technical, financial, economic, environmental and social standards and practices, and in accordance with the applicable provisions of this Agreement and the Safeguard Instruments; and
- (d) upon approval of a Subproject, MOFA in coordination with the EPA carry out an environmental assessment of said Subproject, and ensure: (i) that an environmental management plan and/or a pest management plan, as may be required, is prepared to avoid and minimize environmental issues, and, thereafter, carry out or cause to be carried out said plans, in accordance with their terms; and (ii) compliance with the procedures set forth in the RPF, to avoid and minimize restrictions on access to areas or resources, all in form and substance acceptable to the World Bank.

## **Section II. Project Monitoring, Reporting and Evaluation**

### **A. Project Reports; Completion Report**

- 1. 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 and of indicators acceptable to the World Bank. Each Project Report shall cover the period of six months, and shall be furnished to the World Bank not later than one month after the end of the period covered by such report.
- 2. 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 months after the Closing Date.

### **B. Financial Management; Financial Reports; Audits**

- 1. The Recipient shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.

2. 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 days after the end of each calendar quarter, covering the quarter, in form and substance satisfactory to the World Bank.
3. The Recipient shall have its Financial Statements for the Project audited in accordance with the provisions of Section 2.07 (b) of the Standard 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 World Bank not later than six months after the end of such period.

### **Section III. Procurement**

#### **A. General**

1. **Procurement and Consultant Guidelines.** All goods, works and 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:
  - (a) Section I of the “Guidelines: Procurement under IBRD Loans and IDA Credits” published by the World Bank in May 2004 and revised in October 2006 and May 2010 (“Procurement Guidelines”) in the case of goods and works, and Sections I and IV of the “Guidelines: Selection and Employment of Consultants by World Bank Borrowers” published by the World Bank in May 2004 and revised in October 2006 and May 2010 (“Consultant Guidelines”) in the case of consultants’ services; and
  - (b) the provisions of this Section III, 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 1.16 of the Procurement Guidelines and paragraph 1.24 of the Consultant Guidelines (“Procurement Plan”).
2. **Definitions.** The capitalized terms used below in 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 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 World Bank, 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 World Bank; 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 of Individual Consultants; and (d) Sole Source Procedures for the Selection of Individual Consultants.

**D. Review by the World Bank of Procurement Decisions**

1. 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.
2. All terms of reference for consultants' services, regardless of contract value, shall be subject to the World Bank's prior review.

**E. Specific Procurement Covenant**

The Recipient shall, not later than three months after the Effective Date recruit to the MEST a procurement officer, in accordance with the provisions of Part C of this Section III.

**Section IV. Withdrawal of Grant Proceeds**

**A. General**

1. The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) Article III of 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 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 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) Goods, consultants’ services, Training and Operating Costs under Part A of the Project	1,033,125	100%
(2) Goods, works, consultants’ services, Operating Costs and Training under Part B.1, B.2, B.3(b), B.4 and B.5 of the Project	3,984,243	100%
(3) Goods, works and consultants’ services under Part B.3(a) of the Project	2,400,000	100%
(4) Goods, consultants’ services and Operating Costs under Part C of the Project	732,632	100%
<b>TOTAL AMOUNT</b>	<b>8,150,000</b>	

**B. Withdrawal Conditions; Withdrawal Period**

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:
  - (a) for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed \$250,000 equivalent may be made for payments made prior to such date but on or after August 1, 2010, for Eligible Expenditures under Categories (2) and (4);
  - (b) under Category (1), unless the Memorandum of Understanding has been executed on behalf of the Recipient and SADA, and has entered into effect in accordance with its terms; and
  - (c) under Category (3), unless the Recipient has submitted in form and substance satisfactory to the World Bank, an addendum to the Project Implementation Manual, setting forth the eligibility criteria and detailed procedures for the selection, approval and implementation of Subprojects, including a model form of the Subproject Agreement.
2. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is February 15, 2016.

## APPENDIX

### Section I. Definitions

1. “Annual Work Plan” means the work plan and budget for the Project prepared annually and consolidated by the MEST (as hereinafter defined) and approved by the World Bank in accordance with Section I.E of Schedule 2 to this Agreement.
2. “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, with the modifications set forth in Section II of this Appendix.
3. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
4. “Community” means an organized group living within a rural village or an entire village within a District in the Recipient’s Northern Savannah region.
5. “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 and May 2010.
6. “District” means a district established pursuant to the Recipient’s Local Government 1993 (Act 462).
7. “District Agriculture Development Unit” means the unit at the District level under the Recipient’s Ministry of Food and Agriculture.
8. “Effective Date” means the date on which this Agreement shall be executed by all the parties in accordance with Section 6.01 of the Standard Conditions.
9. “Environmental Analysis and Management Plan” or “EAMP” means the document of the Recipient dated July 2010, including the Pest Management Plan, and setting forth the modalities for environmental screening and procedures for the preparation and implementation of environmental assessments and management plans under the Project, and such term includes all schedules and annexes to the EAMP.
10. “Fiscal Year means” the fiscal year of the Recipient commencing on January 1 and ending on December 31 of each year.
11. “Gbele Resource Reserve” means a wildlife protected area of said name established and operating pursuant to Wildlife Reserves (Amendment) Regulations L.I. 1022, issued pursuant to the Wild Animal Preservation Act 1961 (Act 43) of the laws of the Recipient.

12. “MDAs” means the Recipient’s ministries, departments and agencies.
13. “Memorandum of Understanding” means the memorandum of understanding referred to in Section I.B.2 of Schedule 2 to this Agreement and to be concluded in accordance with Section IV.B.1(b) of Schedule 2 to this Agreement, between the Recipient, through MEST, and SADA, as the same may be amended from time to time, providing for arrangements and procedures on monitoring, evaluation, reporting, communication and exchange of information required for the implementation of Part A of the Project, as such memorandum may be amended and/or supplemented from time to time with the prior written approval of the World Bank, and such terms includes all schedules to such memorandum.
14. “MEST” means the Recipient’s Ministry of Environment, Science and Technology (the Ministry responsible for environment), and any successor thereto.
15. “Operating Costs” means the incremental operating costs incurred on account of the management and implementation of the Project, on the basis of approved work plans and budgets for the Project, including operation and maintenance costs for Project vehicles, office supplies, consumables, travel costs and per diems, and accommodation, but excluding salaries of the Recipient’s civil servants.
16. “Pest Management Plan” means the Pest Management Plan included as Annex 1 of the EAMP, and in respect of any Subproject involving pest management, a plan for such Subproject prepared and implemented in accordance with the EAMP and the provisions of Section I.D.1 of Schedule 2 to this Agreement and approved by the World Bank, such pest management plan to include specific actions, measures and policies designed to facilitate the achievement of the objective of the EAMP under such activity, together with adequate institutional, monitoring and reporting arrangements designed to ensure proper implementation of, and regular feedback on, compliance with such plan.
17. “Procurement Guidelines” means the “Guidelines: Procurement under IBRD Loans and IDA Credits” published by the Bank in May 2004 and revised in October 2006 and May 2010.
18. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated September 22, 2010, 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.
19. “Project Implementation Manual” or “PIM” means the Recipient’s manual dated August 2010, in form and substance satisfactory to the World Bank, referred to in Section I.B.1 of Scheduled 2 to this Agreement, as such manual may be amended

and supplemented from time to time, with the prior written approval of the World Bank, and such term includes all schedules and annexes to said manual.

20. "Project Steering Committee" means the Recipient's inter-ministerial oversight committee established for the purpose of the Project, and referred to in Section I.A.2 of Schedule 2 to this Agreement.
21. "RAP" means a resettlement action plan in respect of any Subproject involving resettlement, a resettlement plan for such Subproject prepared and implemented in accordance with the RPF and the provisions of Section I.D.1 of Schedule 2 to this Agreement and approved by the World Bank, such resettlement plan to include a program of actions, measures and policies for compensation and resettlement of the affected persons, and setting forth the magnitude of displacement, proposed compensation and resettlement arrangements, budget and cost estimates, and sources of funding, together with adequate institutional, monitoring and reporting arrangements designed to ensure proper implementation of, and regular feedback on compliance with such plan.
22. "RPF" means the Resettlement Process Framework of the Recipient dated July 2010, setting forth the modalities for dealing with any potential access to restricted areas or resource issues under the Project, as the same may be amended from time to time with the written agreement of the World Bank.
23. "Savannah Accelerated Development Authority" or "SADA" means the authority within the Recipient's Office of the Vice President, established and operating pursuant to Savannah Accelerated Development Authority, 2010 ( Act 805).
24. "Safeguard Instruments" means the EAMP, the RPF, related Pest Management Plans and any environmental assessment or environmental management plan or RAP for the Project.
25. "Subproject" means a specific development project for sustainable land and water management technology or strategy under Part B.3 of the Project, selected in accordance with terms and conditions specified in the Project Implementation Manual.
26. "Subproject Agreement" means an agreement entered into, or to be entered into, between District Agriculture Development Unit and a participating Community, for the implementation of a Subproject.
27. "Standard Conditions" means the Standard Conditions for Grants Made by the World Bank Out of Various Funds, dated July 31, 2010.
28. "Training" means the costs associated with the training and workshops, based on annual plans and budgets approved by the World Bank pursuant to Section I.E.1

of Schedule 2 to this Agreement, including travel and subsistence costs for training and workshops 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.

29. “Western Biodiversity Corridor” means a designated area within the Northern Savannah region selected as a Community wildlife management resource area, including the *Wuru–Kayero* and the *Wahabu–Wiasi* collaborative wildlife management areas.

## **Section II. Modifications to the Anti-Corruption Guidelines**

The modifications to the Anti-Corruption Guidelines are as follows:

1. Section 5 is re-numbered as Section 5(a) and a new Section 5(b) is added to read as follows:

“...(b) These Guidelines also provide for the sanctions and related actions to be imposed by the Bank on Borrowers (other than the Member Country) and all other individuals or entities who are recipients of Loan proceeds, in the event that the Borrower or the individual or entity has been debarred by another financier as a result of a determination by such financier that the Borrower or the individual or entity has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of a financing made by such financier.”

2. Section 11(a) is modified to read as follows:

“... (a) sanction in accordance with prevailing Bank’s sanctions policies and procedures (fn13) a Borrower (other than a Member Country) (fn 14) or an individual or entity, including (but not limited to) declaring such Borrower, individual or entity ineligible publicly, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; (ii) to benefit from a Bank-financed contract, financially or otherwise, for example as a sub-contractor; and (iii) to otherwise participate in the preparation or implementation of the project or any other project financed, in whole or in part, by the Bank, if at any time the Bank determines (fn 15) that such Borrower, individual or entity has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in connection with the use of loan proceeds, or if another financier with which the Bank has entered into an agreement for the mutual enforcement of debarment decisions has declared such person or entity ineligible to receive proceeds of financings made by such financier or otherwise to participate in the preparation or implementation of any project financed in whole or in part by such financier as a result of a determination by such financier that the Borrower or the individual or entity has engaged in fraudulent, corrupt,

coercive or collusive practices in connection with the use of the proceeds of a financing made by such financier.”

Footnotes:

“13. An individual or entity may be declared ineligible to be awarded a Bank financed contract upon completion of sanctions proceedings pursuant to the Bank’s sanctions policies and procedures, or under the procedures of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding, or following a sanction by another financier with whom the Bank has entered into a cross debarment agreement, as a result of a determination by such financier that the firm or individual has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of a financing made by such financier.”

“14. Member Country includes officials and employees of the national government or of any of its political or administrative subdivisions, and government owned enterprises and agencies that are not eligible to bid under paragraph 1.8(b) of the Procurement Guidelines or participate under paragraph 1.11(c) of the Consultant Guidelines.”

“15. The Bank has established a Sanctions Board, and related procedures, for the purpose of making such determinations. The procedures of the Sanctions Board sets forth the full set of sanctions available to the Bank. In addition, the Bank has adopted an internal protocol outlining the process to be followed in implementing debarments by other financiers, and explaining how cross-debarments will be posted on the Bank’s website and otherwise be made known to staff and other stakeholders.”