Global Environment Facility
Grant Agreement

(Volta River Basin Strategic Action Programme Implementation Project)

between

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

and

VOLTA BASIN AUTHORITY

Dated 17 August, 2015
GEF GRANT NUMBER TF0A0184

GLOBAL ENVIRONMENT FACILITY
GRANT AGREEMENT

AGREEMENT dated 17 August, 2015, entered into between VOLTA BASIN AUTHORITY ("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 February 15, 2012, ("Standard Conditions"), with the modifications set forth in Section I of 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 Standard Conditions or in this Agreement.

Article II
The Project

2.01. The Recipient declares its commitment to the objectives 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 to seven million two hundred thousand United States Dollars ($7,200,000) ("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 abovementioned trust fund for which the World Bank receives periodic contributions from the donors to the trust fund. In accordance with Section 3.02 of the Standard Conditions, the World Bank’s payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the donors under the abovementioned trust fund, and the Recipient’s right to withdraw the Grant proceeds is subject to the availability of such funds.

Article IV
Additional Remedies

4.01. The Additional Events of Suspension referred to in Section 4.02 (k) of the Standard Conditions consist of the following:

(a) Any Member State has taken or permitted to be taken any action which would prevent or interfere with the performance by the Recipient of its obligations under this Agreement.

(b) The Convention has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Recipient to carry out the Project.

(c) Any of the following events occurs with respect to the Co-financing specified in this Agreement to be provided for the Project by the Co-financier:

(i) Subject to sub-paragraph (ii) of this paragraph (c) the right to withdraw the proceeds of the Co-financing has been suspended, canceled or terminated in whole or in part, pursuant to the terms of the Co-financing Agreement.

(ii) Sub-paragraph (i) of this paragraph shall not apply if the Recipient establishes to the satisfaction of the World Bank that: (A) such suspension, cancellation, or termination was not caused by the failure of the recipient of the Co-financing to perform any of its obligations under the Co-financing Agreement; and (B) adequate funds for the Project are available from other sources on terms and conditions consistent with the Recipient’s obligations under this 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 accordance with the provisions of Section I.B of Schedule 2 to this Agreement.

(b) The Recipient has recruited a procurement specialist with terms of reference, qualifications and experience satisfactory to the World Bank and in accordance with the provisions of Section III of Schedule 2 to this Agreement.

5.02. Except as the Recipient and the World Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the World Bank dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Section 5.01 of this Agreement ("Effective Date"). If, before the Effective Date, any event has occurred which would have entitled the World Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the World Bank may postpone the dispatch of the notice referred to in this Section until such event has ceased to exist.

5.03. Termination for Failure to Become Effective. This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date ninety (90) days after the date of this Agreement, unless the World Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The World Bank shall promptly notify the Recipient of such later date.

Article VI
Recipient’s Representative; Addresses

6.01. The Recipient’s Representative referred to in Section 7.02 of the Standard Conditions is its Executive Director.
6.02. The Recipient’s Address referred to in Section 7.01 of the Standard Conditions is:

Volta Basin Authority  
10 P.O. Box 13621  
Ouagadougou 10  
Burkina Faso  

Facsimile:  
+226 25376486

6.03. 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: INTBAFRAD  
Telex: 248423 (MCI) or 64145 (MCI)  
Facsimile: 1-202-477-6391
AGREED at 17 August, 2015, as of the day and year first above written.

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

By

[Signature]
Authorized Representative

Name: INDIRA KONDHODY
Title: AG. EXECUTIVE DIRECTOR

VOLTA BASIN AUTHORITY

By

[Signature]
Authorized Representative

Name: CHARLES A. BINEY
Title: AS. EXECUTIVE DIRECTOR
SCHEDULE 1

Project Description

The objective of the Project is to improve the capacity of the Recipient for transboundary water resources management.

The Project consists of the following parts:

Part I: Water Charter Development for Volta River Basin

Carrying out a program of activities to develop a Water Charter, including: (a) a stakeholder assessment to: (i) determine the roles and responsibilities of the various stakeholders; and (ii) identify institutional problems and suggest practical solutions; (b) an in-depth legal and diagnostic study in the Member States, respectively, to prepare an inventory of water resource management legislation, regulations and legal systems in force in the area; (c) consultation on the draft Water Charter through: (i) the preparation of the contextual needs in the consultative process; and (ii) the provision of technical assistance to ensure that the multidisciplinary nature of the consultation is properly integrated; and (d) the dissemination of the adopted Water Charter through the development of a communication plan.

Part II: Facilitating Dialogue, Communication and Project Monitoring

Carrying out a program of activities aimed at facilitating dialogue and communication among the different stakeholders through, inter alia: (a) the development of a communication strategy and plan, including: (i) an assessment to identify the typology of the stakeholders and their communication needs; (ii) an assessment for the establishment of a platform for information and harmonized data exchange; and (b) the provision of support to knowledge generation and dissemination through participation in the International Water Learning Exchange and Resource Network activities.

Part III: Implementation of SAP Priority Actions

Carrying out a program of activities to support the development and implementation of Priority Actions aimed at improving water quality, flows and ecosystem services, including: (a) preserving critical ecosystem functions and reducing adverse impacts on flow of the river through: (i) rehabilitation of degraded forest ecosystems; (ii) rehabilitation of river banks; (iii) reforestation along degraded river banks; and (iv) reforestation of selected watershed areas; and (b) developing small market gardens using water conserving techniques showcasing alternate forms of irrigation applicable to the Sahel.
Part IV: Project Management

Strengthening the Recipient's capacity through: (a) the provision of Operating Costs for Project management, including: (i) fiduciary compliance; (ii) M&E and technical reporting; and (iii) audits; (b) the hiring of additional consultants for the purpose of Project implementation; and (c) the provision of technical assistance to strengthen its internal processes.
SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. Institutional Arrangements

1. Project Steering Committee

   (a) To facilitate the carrying out of the Project, the Recipient shall maintain, at all times during the implementation of the Project, a Project steering committee, with mandate, composition and resources satisfactory to the World Bank, comprising the Recipient’s existing Committee of Experts ("Project Steering Committee").

   (b) Without limitation upon the provisions of paragraph (a) immediately above, the Project Steering Committee shall meet annually and shall be responsible for: (i) the review and approval of annual work plans and budgets; (ii) financial and program performance; and (iii) a uniform understanding by the stakeholders of the Project’s objective and activities.

2. Project Coordination Unit

   (a) The Recipient shall maintain, at all times during Project implementation, the Project Coordination Unit ("PCU") with mandate, composition and resources satisfactory to the World Bank, to be responsible for day-to-day management of all Project activities, including monitoring and fiduciary aspects of the Project.

   (b) Without limitation upon the provisions of paragraph (a) immediately above, the PCU, at all times during Project implementation, shall at least comprise a Project coordinator, three technical specialists, an accountant, a procurement specialist and a Project assistant.

B. Project Implementation Manual

1. The Recipient shall prepare and adopt an implementation manual for the Project, setting forth, inter alia, the detailed arrangements and procedures for: (a) institutional coordination and day-to-day execution of the Project; (b) disbursement and financial management; (c) procurement; (d) environmental and social safeguards management; and (e) monitoring and evaluation, reporting and communication ("Project Implementation Manual").
2. The Recipient shall carry out the Project in accordance with the Project Implementation Manual, and except as the World Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Project Implementation Manual, or any provision thereof.

3. In the event of any conflict between the provisions of the Project Implementation Manual and those of this Agreement, the provisions of this Agreement shall prevail.

C. Annual Work Plans and Budgets

1. Not later than October 31 in each calendar year (or one month after the Effective Date for the first year of Project implementation), the Recipient shall prepare and furnish to the World Bank a draft annual work plan and budget for the Project for the subsequent calendar year of Project implementation, of such scope and detail as the World Bank shall have reasonably requested.

2. The Recipient shall afford the World Bank a reasonable opportunity to review such draft annual work plan and budget, and thereafter shall carry out such annual work plan and budget during such subsequent calendar year as shall have been approved by the World Bank (“Annual Work Plan and Budget”). Only those activities included in the draft Annual Work Plan and Budget shall be eligible for financing out of the proceeds of the Grant.

3. For any training to be included in an Annual Work Plan and Budget, the Recipient shall, inter alia, identify: (a) particulars of the training envisaged; (b) the criteria for selection of the personnel to be trained, and such personnel, if known; (c) the selection method of the institution or individuals conducting such training; (d) the institution conducting such training, if known; (e) the purpose and justification for such training; (f) the location and duration of the proposed training; and (g) the estimate of the cost of such training.

4. Annual Work Plans and Budgets may be revised as needed during Project implementation subject to the World Bank’s prior written approval.

D. 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, and revised in January 2011 (“Anti-Corruption Guidelines”).
E. Safeguards

1. The Recipient shall ensure that the Project is carried out in accordance with the relevant Safeguard Documents, and to that end, if any activity included in an Annual Work Plan and Budget would, pursuant to the Safeguard Documents, require the adoption of any Supplemental Social and Environmental Safeguard Document:

   (a) prepare: (i) such Supplemental Social and Environmental Safeguard Document; (ii) furnish such Supplemental Social and Environmental Safeguard Document to the World Bank for review and approval; and (iii) thereafter adopt such Supplemental Social and Environmental Safeguard Document, prior to implementation of the activity; and

   (b) thereafter take such measures as shall be necessary or appropriate to ensure compliance with the requirements of such Supplemental Social and Environmental Safeguard Instrument; and

2. if any activity under the Project would involve Affected Persons, ensure that no displacement (including loss of income) shall occur before resettlement measures under the RAP, including, in the case of displacement, full payment to Affected Persons of compensation and of other assistance required for relocation, have been taken.

3. Without limitation upon its other reporting obligations under this Agreement, the Recipient shall, for each Supplemental Social and Environmental Safeguard Document, regularly collect, compile and submit to the World Bank on a quarterly basis, reports, in form and substance satisfactory to the World Bank, on the status of compliance with the Safeguard Documents, giving details of:

   (a) measures taken in furtherance of such Supplemental Social and Environmental Safeguard Document;

   (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of such Supplemental Social and Environmental Safeguard Document; and

   (c) remedial measures taken or required to be taken to address such conditions.

4. The Recipient shall afford the World Bank a reasonable opportunity to review the reports prepared under paragraph (3) immediately above, and thereafter shall carry out or cause to be carried out, with due diligence, all remedial measures agreed with the World Bank so as to ensure the proper implementation of the Project in accordance with the Safeguard Documents.
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 of indicators acceptable to the World Bank. Each Project Report shall cover the period of one calendar quarter, 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.

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 (6) 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 (45) 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 (1) 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.

Section III. Procurement

A. General

1. Procurement and Consultant Guidelines. All goods, works, non-consulting-services and 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:

   (a) Section I of the “Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011 (revised July 2014) (“Procurement Guidelines”) in the case of goods, works and non-
consulting services, and 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 (revised July 2014) (“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 1.18 of the Procurement Guidelines and paragraph 1.25 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 Sections II and III of the Procurement Guidelines, or Sections II, III, IV and V of the Consultant Guidelines, as the case may be.

B. Particular Methods of Procurement of Goods, Works and Non-consulting Services

1. International Competitive Bidding. Except as otherwise provided in paragraph 2 below, goods, works and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding.

2. Other Methods of Procurement of Goods, Works and Non-consulting Services. The following methods, other than International Competitive Bidding, may be used for procurement of goods, works and non-consulting services for those contracts specified in the Procurement Plan: (a) National Competitive Bidding, subject to the following additional provisions: (i) advertisement in well-known newspaper in addition to the VBA website; and (ii) use the World Bank’s standard bidding documents or other binding documents which shall have been found acceptable to the World Bank prior to their use; (b) Shopping; and (c) Direct Contracting.

C. Particular Methods of Procurement of Consultants’ Services

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

2. Other Methods of Procurement of Consultants’ Services. The following 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) Quality-based Selection; (b) Selection under a Fixed
Budget; (c) Least-Cost Selection; (d) Selection based on Consultants’ Qualifications; (e) Single-source Selection of consulting firms; (f) Selection of Individual Consultants; and (g) 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.

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:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Grant Allocated (expressed in USD)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Consultants’ services and Training under Parts I and II of the Project</td>
<td>1,175,000</td>
<td>38%</td>
</tr>
<tr>
<td>(2) Goods, works, consultants’ services, Training and Operating Costs under Part III of the Project</td>
<td>5,400,000</td>
<td>82%</td>
</tr>
<tr>
<td>(3) Goods, consultants’ services, Operating Costs and Training under Part IV of the Project</td>
<td>325,000</td>
<td>62%</td>
</tr>
<tr>
<td>(4) Unallocated</td>
<td>300,000</td>
<td>67%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>7,200,000</td>
<td></td>
</tr>
</tbody>
</table>
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 referred to in Section 3.06(c) of the Standard Conditions is August 31, 2019.
APPENDIX

I. Definitions

1. "Affected Persons" means any person who, on account of the execution of the Project, has experienced or would experience direct economic and social impacts caused by: (a) the involuntary taking of land, resulting in: (i) relocation or loss of shelter; (ii) loss of assets or access to assets; or (iii) loss of income sources or means of livelihood, whether or not such person must move to another location; or (b) the involuntary restriction of access to legally designated parks and protected areas, resulting in adverse impacts on the livelihood of such person; and "Affected Person" means any of the Affected Persons.

2. "Annual Work Plan and Budget" means each annual work plan, together with the related budget, for the Project approved by the World Bank pursuant to the provisions of Section I.C of Schedule 2 to this Agreement.

3. "Category" means a category set forth in the table in Section IV of Schedule 2 to this Agreement.

4. "Committee of Experts" means the committee consisting of two representatives from each Member State, one of whom is the national focal point and the other a technical expert.

5. "Co-financier" means CIWA.

6. "Co-financing" means an amount of approximately $3,500,000, to be provided by the Co-financier to assist in the financing of the Project.

7. "Co-financing Agreement" means the CIWA Grant Agreement (as defined hereinafter), entered into or to be entered into between the Recipient and the World Bank acting as administrator of the CIWA, providing for the Co-financing.

8. "CIWA" means the multi-donor trust fund aimed at strengthening the knowledge and analytical foundation for cooperative management and development of international waters in Sub-Saharan Africa.

9. "CIWA Grant Agreement" means the grant agreement, for the Project, of the same date as this Agreement, between the Recipient and the World Bank acting as administrator of the CIWA, providing for the CIWA Grant.

10. "CIWA Grant" means a grant in the amount of three million five hundred thousand Dollars (US$3,500,000) provided under the CIWA Grant Agreement to assist in financing of the Project.

12. “Environmental and Social Impact Assessment” or “ESIA” means the Recipient’s ESIA for a given activity under the Project to be carried out in accordance with the ESMF and pursuant to the provisions of Section I.E.1 of Schedule 2 to this Agreement, defining the set of mitigation, enhancement, monitoring and institutional measures to be taken during Project implementation to eliminate any adverse environmental and social impacts, offset them, reduce them to acceptable levels, or to enhance positive impacts of the Project activity; and “ESIAs” means more than one such ESIA.

13. “Environmental and Social Management Framework” or “ESMF” means the Recipient’s framework entitled “Cadre de Gestion Environnementale et Sociale” dated April 2015, disclosed in country on April 7, 2015, and at the World Bank’s Infoshop on April 7, 2015, setting forth the modalities for environmental screening and procedures for the preparation and implementation of ESMPs, and such term includes all schedules and annexes to the ESMF; as such ESMF may be amended from time to time with the prior written approval of the World Bank.

14. “Environmental and Social Management Plan” and “ESMP” means an environmental and social management plan to be prepared by the Recipient in accordance with the procedures and requirements under the ESMF and referred to in Section I.E. of Schedule 2 to this Agreement, defining: (a) the measures to be taken during the implementation of a particular activity to eliminate or offset adverse environmental or social impacts, or to reduce them to acceptable levels; and (b) the actions needed to implement these measures, as such ESMP may be amended from time to time with the prior written approval of the World Bank; and “ESMPs” means more than one such ESMP.

15. “GEF” or “Global Environmental Facility” means the trust fund established in 1991 by a resolution of the World Bank executive directors as a program to assist in the protection of the global environment and to promote environmentally sound and sustainable economic development.

16. “Integrated Pest Management Plan” or “IPMP” means the pest management plan disclosed in Country on April 7, 2015, and at the World Bank’s Infoshop on April 7, 2015, setting out the measures to be taken for the development and implementation of integrated pest management and safe handling of pesticides in the course of Project implementation, as the same may be modified from time to time with the prior written agreement of the World Bank, and such term includes any schedules or annexes to such Plan.
17. "International Waters Learning Exchange and Resource Network" means a GEF program for supporting knowledge sharing in international waters by collecting and sharing best practices, lessons learned, and innovative solutions to common problems.

18. "Member States" means the Volta River Basin member states participating in the Project, namely the Republic of Benin, Burkina Faso, the Republic of Côte d'Ivoire, the Republic of Ghana, the Republic of Mali and the Republic of Togo.

19. "Operating Costs" means incremental recurrent expenditures incurred on account of Project implementation, including: local contractual support staff salaries; travel expenditures and other travel-related allowances; equipment rental and maintenance; vehicle operation (including fuel), maintenance and repair; office rental and maintenance, materials and supplies; and utilities, media information campaigns and communications' expenses, but excluding the salaries of officials and public servants of the Recipient's civil service.

20. "Priority Actions" means selected actions from the SAP in the areas of reforestation, river bank restauration, small scale agriculture, etc., to be carried out under the Project as selected by the Recipient and the Member States following a validation workshop on December 14, 2014.

21. "Project Coordination Unit" means the unit established within the Recipient's executive directorate responsible for the day-to-day management of Project's activities as referred to in Section I.A(2) of Schedule 2 to this Agreement.

22. "Project Implementation Manual" means the manual referred to in Section I.B of Schedule 2 to this Agreement as the same may be revised from time to time with the prior written consent of the World Bank.

23. "Project Steering Committee" means the committee referred to in Section I.A.1 of Schedule 2 of this Agreement.

24. "Resettlement Action Plan" or "RAP" means a resettlement action plan to be prepared and implemented in accordance with the RPF and pursuant to provisions of Section I.E.2 of Schedule 2 to this Agreement, defining, for a particular activity, a program of actions, measures and policies for compensation and resettlement of Affected Persons, including 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 capable of ensuring proper implementation of, and regular feedback on compliance with, the RAP, as such plan may be revised from time to time with prior approval of the World Bank; and "RAPs" means more than one such RAP.
25. “Resettlement Policy Framework” or “RPF” means the Recipient’s framework entitled “Cadre de Politique de Reinstallation” dated April 2015 and disclosed in country on April 7, 2015, and at the World Bank’s Infoshop on April 7, 2015, setting forth the modalities for resettlement and compensation of Affected Persons under the Project and procedures for the preparation and implementation of RAPs, and such term includes all schedules and annexes to the RPF; as such RPF may be amended from time to time with the prior written approval of the World Bank.

26. “Safeguard Documents” means, the ESMF, the ESIAs, the RPF, the IPMP and any Supplemental Social and Environmental Safeguard Documents; and “Safeguard Document” means any one such documents.

27. “SAP” and “Strategic Action Programme”, each means a strategic action plan agreed upon between the Recipient and the respective ministers in charge of water and finance for each one of the Member States, for carrying out of Priority Actions.

28. “Supplemental Social and Environmental Safeguard Documents” means any ESMP, RAP, or other supplemental social and environmental safeguard documents as required under the terms of any of the ESMF or RPF.

29. “Training” means the reasonable costs associated with training and workshop participation under the Activities, consisting of travel and subsistence costs for training participants, costs (other than consulting services) associated with securing the services of trainers and presenters, rental of training facilities, translation and interpretation services, preparation and reproduction of training materials.

30. “Volta River Basin” means the river basin spread over the six Member States’ territories referred to in paragraph 18 of this Section.

31. “Water Charter” means the document to be prepared and adopted by the Volta River Basin Member States defining the roles and responsibilities of the each Member State in the use of water resources.

II. Modifications to the Standard Conditions

The Standard Conditions are modified as follows:

1. Paragraph 17 of the Appendix (Definitions) is modified to read as follows:

“17. “Member Country” means a member of the World Bank in whose territory the Project is carried out or any of such member’s political or administrative subdivisions, and refers separately to each such member.”.
2. Section 3.07 is modified to read as follows:

"Section 3.07. Financing Taxes

(a) The Grant Agreement may specify that the proceeds of the Grant may not be withdrawn to pay for Taxes levied by, or in the territory of, a Member Country on or in respect of Eligible Expenditures, or on their importation, manufacture, procurement or supply. In such case, if the amount of any such Taxes decreases or increases, the World Bank may, by notice to the Recipient, adjust the percentage of such Eligible Expenditures to be financed out of the proceeds of the Grant specified in the Grant Agreement, as required to ensure consistency with such limitation on withdrawals."

3. Section 4.02 is amended as follows:

(i) Paragraph (a) is amended to read as follows:

"(a) Interference. If the Grant has been made to a Recipient which is not the Member Country, a Member Country has: (i) taken or permitted to be taken any action which would prevent or interfere with the execution of the Project or the performance by the Recipient of its obligations under the Grant Agreement; or (ii) failed to afford a reasonable opportunity for representatives of the World Bank to visit any part of its territory for purposes related to the Grant or the Project."

(ii) Paragraphs (c) and (d) are amended to read as follows:

"(c) Fraud and Corruption. At any time, the World Bank determines that any representative of the Recipient (or any Member Country, if the Recipient is not the Member Country, or any other recipient of any of the proceeds of the Grant) has engaged in corrupt, fraudulent, coercive or collusive practices in connection with the use of the proceeds of the Grant, without the Recipient (or any such Member Country or any other such recipient) having taken timely and appropriate action satisfactory to the World Bank to address such practices when they occur.

(d) Cross Suspension. IBRD or IDA has suspended in whole or in part the right of the Recipient (or of any Member Country, if the Recipient is not the Member Country) to make withdrawals under any agreement with IBRD or with IDA because of a failure by the Recipient (or by any such Member Country) to perform any of its obligations under such agreement or any other agreement with IBRD or IDA."

(iii) Paragraph (h) is amended to read as follows:
“(h) Membership. A Member Country: (i) has been suspended from membership in or ceased to be a member of IBRD or of IDA; or (ii) has ceased to be a member of the International Monetary Fund.”

(iv) The first sentence of paragraph (i) is amended to read as follows:

“(i) Condition of Recipient. If the Grant has been made to a Recipient which is not a Member Country:”

(v) Paragraph (j) is amended to read as follows:

“(j) Ineligibility. IBRD or IDA has declared the Recipient (other than a Member Country) ineligible to receive proceeds of any financing made by IBRD or IDA or otherwise to participate in the preparation or implementation of any project financed in whole or in part by IBRD or IDA, as a result of: (i) a determination by IBRD or IDA that the Recipient has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of any financing made by IBRD or IDA; and/or (ii) a declaration by another financier that the Recipient is ineligible to receive proceeds of any financing 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 Recipient has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of any financing made by such financier.”

4. Paragraph (c) of Section 4.03 is modified to read as follows:

“(c) Fraud and Corruption. At any time, the World Bank determines, with respect to any amount of the proceeds of the Grant, that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of the Recipient (or any Member Country, if the Recipient is not a Member Country, or any other recipient of the proceeds of the Grant), without the Recipient (or any such Member Country or other recipient of the proceeds of the Grant) having taken timely and appropriate action satisfactory to the World Bank to address such practices when they occur.”

5. Paragraph (a)(ii) of Section 4.05 is modified to read as follows:

“(ii) (A) engaging in corrupt, fraudulent, collusive or coercive practices in connection with the use of such amount, or (B) use of such amount to finance a contract during the procurement or execution of which such practices were engaged in by representatives of the Recipient (or any Member Country, if the Recipient is not a Member Country, or other recipient of such amount of the Grant), in either case without the Recipient (or any such Member Country, or
other such recipient) having taken timely and appropriate action satisfactory to
the World Bank to address such practices when they occur.”

6. Paragraph (j) of Section 5.03 is modified to read as follows:

“(j) If, within thirty days after counterparts of the award have been
delivered to the parties, the award has not been complied with, any party may: (i)
enter judgment upon, or institute a proceeding to enforce, the award in any court
of competent jurisdiction against any other party; (ii) enforce such judgment by
execution; or (iii) pursue any other appropriate remedy against such other party
for the enforcement of the award and the provisions of the Grant Agreement.
Notwithstanding the foregoing, if the Recipient is the Member Country, this
Section shall not authorize any entry of judgment or enforcement of the award
against the Recipient except as such procedure may be available otherwise than
by reason of the provisions of this Section.”